

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter, "City") and Columbia Missouri Community Housing Development Organization, a non-profit corporation of the State of Missouri (hereinafter, "Agency"). The period of this agreement ends on the 1st day of September, 2019.

WITNESSETH:

WHEREAS, the City receives HOME Investment Partnership Program (HOME) funds from the U.S. Department of Housing and Urban Development for the purpose of retaining and adding to the supply of affordable housing in the community, and

WHEREAS, 15% of those funds are set aside for use by Community Housing Development Organizations (CHDO) in order to develop, sponsor and/or own affordable housing.

WHEREAS, Agency meets the requirements of CHDO designation as specified by the U.S. Department of Housing and Urban Development and intends to expend its funds on HOME eligible activities as defined in 24 CFR Part 92 (HOME regulations) to produce affordable housing.

WHEREAS, the City will be transferring title of property located at 105 Lynn Street (hereinafter, "Property") to the Agency in order to develop an affordable housing unit on the Property legally described as:

The west Fifty (50) feet of Lot number Nine (9) in John A. Stewart's Subdivision of Lots numbered Twenty-nine (29) and Thirty-two (32) of Garth's Subdivision of Garth's addition to the City of Columbia, Missouri, and further shown on the survey for Columbia Housing Authority and the City of Columbia of Lots Two (2) through Nine (9) of John A. Stewart's Subdivision recorded in Book 4074, Page 164, Records of Boone County, Missouri.

Subject to all terms, conditions, and restrictions set forth herein.

NOW, THEREFORE, be it resolved that the City and the Agency agree as follows:

- 1) Eligible Activities
 - a. City agrees to provide Agency \$38,500 HOME funding and transfer the above described real estate for the purpose of developing the Property with a single family, owner-occupied housing unit; and providing homeownership assistance to a low to moderate income household purchasing the Property. Funds shall be expended on HOME eligible activities as defined by HOME regulations at 24 CFR Part 92.206. The Agency shall not use these funds for the purposes of prohibited activities as defined by 24 CFR Part 92.214. The Agency shall provide an updated statement of sources and uses of financing to the City upon the obligation of funds for each activity for which HOME funds are obligated.
 - b. This agreement is subject to all terms and conditions of the agreement between the Agency and the Columbia Community Land Trust, labeled as, Columbia Community Land Trust and the Columbia Missouri Community Housing Trust Organization Agreement executed on August 22, 2017, attached hereto as Exhibit A and incorporated herein.
 - c. Payment may be made to the Agency as progress payments or upon completion of the project. In the case of progress payments, 90% of payment request amount shall be paid, the retained 10% shall be paid upon

complete satisfaction of all terms of this agreement and the attached Columbia Community Land Trust and Columbia Missouri Community Housing Development Organization Agreement executed on August 22, 2017. Payment requests shall be provided with supporting invoices. No payment shall be made under this agreement until completion of environmental review of activities by the City is completed and a release of funds for activities proposed by the Agency has been obtained from the Department of Housing and Urban Development.

- d. The Agency shall satisfactorily demonstrate to City that they have effective management control of the development and will own, develop and/or sponsor all HOME funded developments. Each project shall meet the subsidy layering requirements as established by the City.
 - e. All housing activities shall comply with the specifications contained in the following documents: the request for proposal document issued by the City for the Property attached as Exhibit D and incorporated herein, and the proposal submitted by the Agency for the Property attached as Exhibit F and incorporated herein. Development shall also include 4kw min active solar photovoltaic system. Any changes to construction specifications must be agreed to and approved by the City in writing.
- 2) **Performance Measurements:** Agency shall use CHDO funding from this agreement, CHDO proceeds available, and other available financing, to construct a minimum of one single family home to benefit owner occupants at or below 80% of the median income.
- a) Agency must obtain approved City permits to begin construction by November 1, 2017, or City may require the Agency to repay expended funds and de-obligate the remaining balance under this agreement.
 - b) Agency must obtain a Certificate of Occupancy from the City of Columbia by December 1, 2018.
 - c) Final payment must be requested by Agency within 30 days of issuance of Certificate of Occupancy.
 - d) Agency must enter into ratified sales contract of Property within 9 months of the date of issuance of a Certificate of Occupancy by the City of Columbia.

City may require the Agency to repay expended funds upon failure to meet any of these deadlines.

- 3) **City Recognition:** Agency shall ensure recognition of the role of the City HOME funds in providing services through this agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.
- 4) **Proceeds from Home Sales:** Sales price shall be approved by City and based on market study and appraisal obtained by Agency. Any CHDO proceeds, as calculated by City, may be retained by the Agency and used for additional HOME eligible activities. Eligible activities may include operating costs as defined in 24 CFR Part 92.208, or other HOME eligible project costs defined at 24 CFR Part 92.206 within the City limits of Columbia. The total amount of CHDO proceeds expended for operating costs shall not exceed 10% of the CHDO set aside investment for each project. CHDO proceeds are defined as the sales price less superior loan repayment, CHDO development equity, sales and closing costs charged to CHDO, and developer fee. The Agency shall provide a report to the City on the receipt and use of all proceeds, including operating costs, on an annual basis.
- 5) **City Inspections:** Agency shall notify the City of Columbia Community Development Department of completion of the following items for progress inspections:
- a) Foundation Foam.
 - b) Slab Foam.
 - c) Roof, after tarpaper and before shingles.
 - d) After installation of exterior water resistant barrier and before siding.
 - e) Blower door test after spray foam.
 - f) Radon test after sheetrock.

6) The following other Provisions Apply as required by 24 CFR Part 92:

- a) Housing for homeownership shall not exceed the mortgage limits established by Section 203(b) of the National Housing Act. Each family of a homebuyer assisted by the Agency shall qualify as low income as defined by HUD for the HOME program. Each unit shall be initially the principal residence of the homebuyer. The period of affordability of each homebuyer assisted unit is established by 24 CFR Part 92.254(4) and (5). As each housing unit constructed is sold to a low to moderate income buyer, the Agency shall provide a copy of the signed promissory note and recorded deed of trust enforcing the affordability provisions at 24 CFR Part 92.254(4) and (5).
- b) Nondiscrimination and equal opportunity. The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d- 2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, [[Page 41]] 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966- 1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971- 1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise). The nondiscrimination provisions of Section 282 of the National Affordable Housing Act of 1982.
- c) Must establish a minority outreach program described at 24 CFR 92.351(b).
- d) Disclosure requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- e) Debarred, suspended or ineligible contractors. The prohibitions at 24 CFR part 24 on the use of debarred, suspended or ineligible contractors.
- f) Drug-Free Workplace. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 24 CFR part 24.
- g) Shall provide an annual audit to the City conducted by an independent certified CPA.
- h) Lead-Based Paint requirements at 24 CFR Part 35 and State of Missouri Lead Paint regulations at 19 CSR 30-70.110 - 640.
- i) Flood insurance requirements at 92.358.
- j) The Agency shall certify to the city that HOME funds do not provide more than 50% of its annual operating budget during the year in which funds are provided.

7. Records and Reports

- a. The Agency shall provide all information needed for compliance monitoring purposes by the City or the U.S. Department of Housing and Urban Development. Agency shall permit City to inspect all assisted housing to ensure compliance with required property standards.
- b. Upon the sale of each property, the Agency shall provide a copy of the closing statement and completion report to the City;

- c. Agency shall retain all records pertinent to the HOME program described at 92.508 (3) (4) vi-viii, (7) (i) (A) & (B), and (ii) - (viii) and allow access to such records upon request and during monitoring visits.

8. Reversion of Assets

Upon expiration of this agreement, the Agency must transfer to the City any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

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

ATTEST:

CITY OF COLUMBIA, MISSOURI

BY: _____
Sheela Amin, City Clerk

Mike Matthes, City Manager

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

COMO CHDO

BY: _____

Title: _____

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 26704130-504990 COMMDEV-G44030, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

Michelle Nix, Director of Finance

Columbia Community Land Trust and Columbia Missouri Community Housing Development Organization Agreement

This agreement by and between Columbia Community Land Trust and its representatives, designees, officers, directors, employees, agents, successors and their assigns ("Agency") and Columbia Missouri Community Housing Development Organization (CoMo CHDO), a Community Housing Development Organization ("CHDO"), and is effective as of the date of signing by both parties.

CHDO Responsibilities

In consideration for Agency's agreement to engage CHDO and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CHDO agrees that the requirements in this agreement apply to ALL work performed by CHDO for Agency regardless of when or where the work is performed and regardless of the specific project on which the work is performed. In addition, CHDO also agrees that the terms of any other agreement(s) between the parties do not extinguish or supersede the requirements of this agreement.

Specifically, CHDO agrees with Agency as follows:

Terms and Conditions of Work

To perform and oversee all work involving the construction of an affordable home, as set forth in the CHDO's proposal and specs for 105 Lynn Street (Exhibit A). 105 Lynn Street is legally described as:

The west Fifty (50) feet of Lot number Nine (9) in John A. Stewart's Subdivision of Lots numbered Twenty-nine (29) and Thirty-two (32) of Garth's Subdivision of Garth's addition to the City of Columbia, Missouri, and further shown on the survey for Columbia Housing Authority and the City of Columbia of Lots Two (2) through Nine (9) of John A. Stewart's Subdivision recorded in Book 4074, Page 164, Records of Boone County, Missouri.

Ownership

1. CHDO has inspected the site and is familiar with the condition of the land.
2. CHDO agrees to own the land as legally described during the development process. The Agency and the CHDO agree that upon completion of development of a single family residential home, defined as receiving a Certificate of Occupancy through the City of Columbia, Community Development Department, Division of Building and Site Development, the land as legally described within this document shall be donated to the Agency.
3. The CHDO shall maintain ownership of only the improvements and be solely responsible for selling only the improvements to a qualified buyer. Sale of the home shall be in accordance with U.S. Department of Housing and Urban Development (HUD) eligible activities as defined by HOME regulations at 24 CFR Part 92.206
4. The improvements shall be sold subject to the Agency's Ground Lease (Exhibit B) and Homebuyer Selection Policy (Exhibit C). The Agency shall have the final responsibility and authority in determining buyer eligibility according to its Homebuyer Selection policy.

5. The sale by CHDO is subject to all requirements, conditions, limitations, and restrictions established by the Trust for sale of property. That CHDO acknowledges that those requirements, conditions, limitations and restrictions may limit the marketability and limit the pool of prospective buyers. CHDO acknowledges it is familiar with all such requirements, conditions, limitations, and restrictions and accepts and agrees to abide by same.
6. Should the CHDO not sell the home within 9 months from the date of receiving a Certificate of Occupancy from the City of Columbia Division of Building and Site Development, the CHDO shall be required to market the home as a rental property to a HOME eligible household at 60% or below the HUD defined area median income level. Rental occupant income verification shall be completed according to HUD's Part 5 definition of income and with source documentation in accordance with 24 CFR 92.203(a)(1)(i). In the event the home is offered as rental property under this section CHDO shall continue to market the property for sale upon completion of any rental term.

Safety

7. CHDO agrees that the safety of workers engaged in the work under this agreement is solely its responsibility. CHDO specifically agrees to take appropriate precautions to ensure the safety of all persons, including, but not limited to, its own employees and other contractors and CHDOs and their employees, whose safety might otherwise be jeopardized by any risk of harm relating to or arising out of the work.
8. CHDO must comply with all applicable safety federal, state and local laws, rules, regulations, statutes, ordinances and directives ("laws") that are in force or that may come into force during the work as they relate to CHDO's operations, materials and personnel.
9. CHDO will apply to obtain all necessary permits and conform strictly to laws and ordinances in force in the locality where its work must be performed.
10. At all times, CHDO will provide sufficient, safe and proper facilities to allow Agency, or an authorized representative, to inspect CHDO's work and performance. Upon request, CHDO will also produce all the documents necessary to evaluate the quality of the materials used in its work.
11. CHDO must submit copies of all accidents or injury reports to Agency, or an authorized representative as soon as practicable or prescribed by law.

Indemnity

12. The work performed by CHDO shall be at its exclusive risk. To the fullest extent permitted by law, CHDO will defend, indemnify and hold harmless all indemnified parties from any and all claims for bodily injury and property damage (other than damage to the work itself), which arise or are in any way connected with the work performed, materials furnished or services provided by CHDO, CHDO's subcontractors or anyone employed directly or indirectly by any of them under this agreement.

Indemnified parties include the, Agency representatives, designees, officers, directors, employees, agents, successors and their assigns.

Claims include any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and consultants' fees).

13. CHDO is not obligated to indemnify and defend Agency for claims due to the sole negligence or willful misconduct of indemnified parties. Any obligations assumed pursuant to this agreement will not be construed to negate, abridge or reduce other statutory or common law rights or

obligations of indemnity, which otherwise exist as to a party or person described in this agreement.

14. CHDO's indemnification and defense obligations under this contract extend to claims made after this agreement is terminated as well as while it is in force and continue until such claims are finally adjudicated or until such time that any and all actions against the indemnified parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.
15. CHDO shall, within sixty (60) days of filing, cause the discharge of record of any mechanics' lien filed against the Premises by payment, deposit, bond or court order. CHDO shall indemnify and hold Agency harmless from any liability arising from the imposition of any mechanics' lien or other lien on the Premises.

Insurance

16. Prior to the beginning of the work, CHDO must provide to Agency certificates of insurance showing that CHDO has coverage for itself and its employees, agents and CHDOs as set forth in the insurance requirements section. The certificate of insurance shall provide that the insurer will give the Agency 30 days' prior written notice of cancellation and termination of the CHDOs coverage thereunder. If any of these policies is terminated, CHDO must provide to Agency certificates of insurance showing replacement coverage with an effective date no later than the day coverage under the policy being replaced is cancelled or terminate.
17. All coverage must be placed with insurance companies duly admitted in the state of Missouri and must be approved by the Agency.
18. All CHDO insurance carriers must maintain an A.M. Best rating of "A-" or better.

CHDO's general liability policy must name Agency representatives, designees, officers, directors, employees, agents, successors and their assigns as an additional insured (This should be on a standard ISO form or equivalent General Liability form with no modifications limiting coverage.) Coverage must include coverage for completed operations. Additional insured coverage must apply as primary and non-contributory with respect to any other insurance afforded to the Agency and Contractor.
19. Each insurer must give to Agency written notice of cancellation and termination of Contractor's coverage at least 30 days before the effective date of such cancellation or termination. This shall be verified in writing on the certificate of insurance.
20. At least two weeks prior to the expiration, cancellation or termination of any insurance policy required by this agreement, CHDO must provide Agency with a new and replacement certificates of insurance and additional insured endorsements.
21. CHDO must provide Agency with a waiver of subrogation from each of CHDO's insurers on commercial general liability in favor of Agency with respect to losses arising out of or in connection with the work.
22. The insurance coverage required must be of sufficient type, scope and duration to ensure Agency is covered for the liability related to any manifestation date within the applicable statutes of limitation and/or response to any work performed by or on behalf of Agency in relation to the project. CHDO agrees to maintain the above insurance for the benefit of Contractor for a period of three (3) years or the expiration of any statute of limitation as may be applicable, whichever is later.
23. CHDO must secure a workers' compensation insurance policy. The workers' compensation policy must cover all of CHDO's work and performance and provide coverage for all employees, executive officers, sole proprietors, partners and members of a limited liability company, in the amounts required by all applicable laws and must include employers liability coverage to cover the damages that become due in case of bodily injury, occupational sickness or disease or death of

CHDOs employees. This policy must be written with limits of (\$500,000) for each accident, (\$500,000) for each disease and (\$500,000) per disease, per each employee

24. CHDO shall require its design professional(s) to maintain professional liability insurance coverage with a company acceptable to the Agency with limits no less than \$1,000,000 per claim and \$1,000,000 general aggregate. Such insurance shall have a maximum deductible of \$25,000 per claim.
25. CHDO must secure a commercial general liability insurance policy to cover the damages that become due in case of bodily injury, property damage and personal or advertising injury arising out of or related to:
 - All CHDO's operations and premises;
 - All CHDO's products and completed operations;
 - All liability or responsibility assumed by the CHDO in the Indemnity section of this agreement;
 - All liability assumed in a business contract;
 - Agency as an additional insured; and
 - Defense expenses paid in addition to the policy limits.

In addition, CHDO must provide Contractor proof of insurance with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 2010 and CG 2037 (or substitute forms providing equivalent coverage). CHDO is responsible for maintaining this insurance policy.

The coverage available to Agency, as additional insured, in the types of insurance policies mentioned above must be at least:

- \$1,000,000 for each occurrence;
 - \$2,000,000 for general aggregate
 - \$2,000,000 for products/completed operations aggregate; and
 - \$1,000,000 for personal and advertising injury limits.
26. CHDO must secure an umbrella liability insurance policy with limits of at least \$1,000,000 to cover the damages that become due in case of bodily injury, property damage and personal and advertising injury with, at least, the same terms and conditions as the policies mentioned above. Certificate of insurance must indicate the umbrella policy is follow form for additional insured and waiver of subrogation.
 27. CHDO must secure an automobile liability insurance policy to cover the damages that become due in case of bodily injury, death of a person or property damage arising out of Agencyship, maintenance or use of any motor vehicle or trailer owned, hired, leased, used on behalf of or borrowed by CHDO. The policy must also include coverage for any equipment subject to motor vehicle laws. Business auto liability insurance must be written in the amount of not less than \$1,000,000 for each accident. CHDO's automobile liability policy must name Agency as an additional insured.

Agency Responsibilities

Agency, in consideration of the provisions contained in this agreement, agrees with CHDO as follows:

28. Agency will provide homebuyer orientation and education to prospective homebuyers regarding its ground lease.

29. Agency will determine buyer eligibility according to its Homebuyer Selection Policy.

Additional provisions:

- 30. The time requirements of this contract may be extended by agreement of the parties in the event that CHDO is delayed by acts of the Agency's required alterations or damage occurring from fire or other casualty.
- 31. No verbal order, objection, claim or notice of either party to the other will be of effect or binding and no evidence of such order, objection, claim or notice will be admissible in any lawsuit. Both parties, Agency and CHDO, agree to execute and deliver in writing all communications that affect and bind the other. Any verbal communication between the parties will be considered as immaterial and nonbinding.
- 32. No provision of this contract can be waived or interpreted by reason or any other act. A waiver from this contract or any of its provisions is valid only if it is an express waiver, definitely agreed to and entered into by the parties in writing.
- 33. Upon signing by all parties, this document shall be recorded by the Boone County, Missouri Recorder of Deeds.
- 34. Agency will receive \$1,000 from the sales proceeds at closing. All remaining proceeds shall be retained by the CHDO.
- 35. CHDO shall be responsible for covering all closing and Realtor costs associated with selling the home to a qualified buyer.
- 36. The term of this agreement shall expire upon closing to a program eligible homeowner.

Project Information

Project # and /or Address:


Signatures

This agreement is entered into by the parties listed below, effective as of the date specified above.

Columbia Community Land Trust
 500 E. Walnut, Suite 108
 Columbia, MO 65201

COMO CHDO
 400 Wilkes Blvd.
 Columbia, MO 65201

Print Name:



Print Name:



Signature:




Signature:



Date:



Date:





400 Wilkes Boulevard
Columbia, MO 65201
VOICE/TTY 573/474-8560
FAX 573/474-8575
URL www.jobpoint.org

Friday, October 27, 2016

Mr. Timothy Teddy, Director
Department of Community Development
City of Columbia
PO Box 6015
Columbia, MO 65205

Re: FY '2017 CHDO Application

Dear Mr. Teddy:

Please accept this letter relevant to Job Point's application to the City of Columbia for Community Housing Development Organization (CHDO), on behalf of the Columbia Missouri Community Housing Development Organization (CoMo CHDO), for Design-Build of 107 Lynn Street. Job Point's CoMo CHDO intends to serve as developer, builder and seller of the identified property. Job Point is willing to construct other properties for the Community Development Corporation (CDC) using similar systems as outlined in our response to this RFP, if requested.

This letter assures I am fully authorized to bind the organization to all statements, services, and prices contained in this proposal. In addition, Attachment A indicates authorization for submittal from the CoMo CHDO Board. Thank you for the opportunity to apply for CHDO funding. Please contact me at 573/777-1505 if I may be of further assistance.

Sincerely,

Steven A. Smith, President/CEO
Job Point

David Thayer, Chairperson
CoMo CHDO

Accredited by the Rehabilitation
Accreditation Commission



bo

COLUMBIA MISSOURI COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CoMo CHDO)

A SUBSIDIARY OF JOB POINT

FY 2017 CHDO FUNDING APPLICATION

I. TRANSMITTAL LETTER AND BOARD AUTHORIZATION (See Attachment A)

II. CHDO CERTIFICATION INFORMATION

- CoMo CHDO Federal Tax ID Number – 47-1232660
- Job Point Federal Tax ID Number – 43-0887032
- DUNS Number – 077115327
- Non-profit 501(c)3 status – (See Attachment B)
- Articles of Incorporation Provisions Checklist (See Attachment C)
 - No part of its net earnings inure to the benefit of any member, founder, contributor, or individual.
 - The nonprofit organization has, among its purposes, the provision of decent housing that is affordable to low- and moderate-income people.
- By-Laws Checklist (See Attachment D)
 - The nonprofit organization provides a formal process for low-income, program beneficiaries to advise the organization in all of its decisions regarding the design, siting, development and management of affordable housing projects.
 - The CHDO is not controlled, nor receives directions from individuals, or entities seeking profit from the organization.
- CoMo CHDO Good Standing with Missouri Secretary of State – (See Attachment E)
- Job Point Good Standing with Missouri Secretary of State – (See Attachment F)
- Certification of financial accountability standards conforming to 2 CFR 200 – (See Attachment G)
- Staff capacity with professional housing development experience – (See Attachment H and Pages 4-5)
- Demonstrated organizational success at housing development – See Attachment I and Pages 3-4)
- List of all board members including denotation of public officials and low-moderate income members or representative of low to moderate income neighborhoods/census tracts. No more than 1/3 of its board represented by public officials and no less than 1/3 representation from low-moderate income individuals or low-moderate income neighborhood organization representatives – (See Attachment J)

III. ORGANIZATION INFORMATION AND CAPACITY

Organization History and Experience

Job Point is Mid-Missouri's premier employment center, Community Development Corporation and



6 E. Forest Avenue

Community Housing Development Organization. Incorporated in 1965, our purpose is to assist persons seeking employment and greater participation in community life. This is achieved by providing career planning and job placement assistance, and by undertaking projects that create and produce affordable housing units and other community economic development outcomes benefiting low and moderate-income persons and communities.

Through the years, Job Point has acquired broad expertise in providing vocational preparation to people with poor work histories, significant skill deficits and other employment barriers. Programs are custom designed to prepare each individual to successfully meet the challenges of today's changing labor market. In addition, Job Point has a long history of providing temporary and transitional housing services for our consumers.

Since our humble beginnings of serving 25 individuals, we currently serve over 700 youth and adults annually. Today, Job Point stands as a leader and innovator in Columbia and throughout the state of Missouri. Our job placement program has received nation-wide recognition and community endorsement for its effectiveness. Our YouthBuild program has earned the "Shining Star" award from the HUD regional office for exemplary performance and collaboration and acknowledgement from the national YouthBuild USA office for the organization's creativity and accountability in youth programming. Professionalism, national accreditation and experience are the hallmarks, which have earned the organization respect in our community.

Job Point is governed by a 18-member volunteer Board of Directors, which oversees operations and maintains fiscal accountability for the organization. Acknowledging the unity of homeownership and gainful employment toward achieving self-sufficiency, Job Point's



401 McBaine Avenue

Board of Directors formalized the organization's status as a Community Development Corporation on November 29, 2005. Then, on October 30, 2006, the Board authorized the creation of a Job Point CHDO Board, providing an avenue for our traditionally disadvantaged neighbors to fulfill the "Great American Dream of Homeownership".

In March of 2014, Job Point established a subsidiary organization, the Columbia Missouri Community Housing Development Organization (CoMo CHDO) to be responsible for all CHDO funds and Job Point housing activities. The organization is governed by a 8-member Board of Directors with representation from citizens of low to moderate income communities and the private-sector. As with the Job Point Board of Directors these volunteers ensure the fiscal integrity and sound operations of Job Point affordable housing endeavors. The CoMo CHDO develops decent, affordable housing and is responsible for the sale of these developed properties to low- to moderate-income families.



409 McBaine Avenue

The CHDO organization under Job Point has over ten years of experience building homes in Columbia and in Montgomery County. Through our YouthBuild programs, and in partnership with other organizations with interests in building affordable housing such as Columbia Enterlight Ministries (CEM), Central Missouri Community Action (CMCA), Habitat for Humanity and Northeast Community Action Agency (NECAC), the Job Point CHDO organization has built or substantially assisted

(completed 70% - 75% of the work) in building 30 homes and completed renovations on 4 additional structures. These projects provide a solid foundation for continuing our Affordable Housing Initiative through the proposed CHDO-funded project. (See Attachment I for a Detailed Listing of Development Projects).

The following illustrates our success in grants management relevant to our Affordable Housing Initiative. In May 2007, Job Point was awarded \$35,000 in CHDO funding from the City of Columbia, which was expended in its entirety for a house constructed at 6 East Forest Avenue.

Then in December 2007, Job Point was again awarded \$35,000 in CHDO funding, which was fully expended for a house built at 401 McBaine Avenue.

In January 2009, Job Point received \$75,000 in CHDO funds and expended the following.

- \$25,000 for our 409 McBaine Avenue house.
- \$50,000 for our 411 McBaine Avenue home.

In January 2010, Job Point was awarded \$20,000 in CHDO 2009 funds, which were applied to the purchase of a lot at 908 Madison.

In November 2010, Job Point was awarded \$24,000 in CHDO 2010 funds, of which \$16,027 was spent building the home at 908 Madison. The remaining \$7,973 assisted with construction costs at 102 E. Sexton.



411 McBaine Avenue

In February 2012, Job Point was awarded \$36,300 in CHDO funds, of which \$20,862 was spent on 102 E. Sexton and \$15,438 for 908 Madison. Then in December 2012, Job Point was awarded \$25,000 in CHDO funds with \$23,431 allocated to construction at 908 Madison, and the remaining \$1,569 assisted in the purchase of 602 Florence.

Job Point received \$34,725 in CHDO funds in February 2014 which was utilized to purchase the lot and cover construction expenses at 1101 Jefferson Street. Job Point CoMo CHDO



102 E. Sexton Ribbon Cutting

also utilized CHDO proceeds and a bank loan to pay for the remaining development costs. CoMo CHDO utilized CHDO proceeds to offer down-payment assistance to the low- to moderate-income homebuyer who purchased the home.

The City of Columbia Community Development Commission (CDC) granted CoMo CHDO \$68,500 in funds for the costs associated with the development and construction of a home at 106 Lynn Street. The company combined these

funds along with proceeds from previous projects to deliver this home to a qualified buyer. Later that same year, Job Point's CoMo CHDO was able to utilize this same formula for building a home at 110 Lynn Street through the approximately \$62,500 received from the CDC.

Lastly, Job Point is in the

Staff Experience/Construction Partners

Mr. Gary Taylor, Director of YouthBuild and Affordable Housing has overseen Job Point's Affordable Housing Development program from inception in 2005, and was integral in establishing the organization as a Community Housing Development Organization. He has served as our YouthBuild Director for the past 13 ½ years and has over 26 years of experience in job training and placement of both youth and adults. He will provide overall coordination of the project, linkage to the community, and will work closely with the Affordable Housing Manager, Mr. Brian Shannon. Mr. Shannon has five years of experience with sales and financing and 7 ½ years as a construction supervisor/instructor. He is certified as an MLS loan originator both nationally and by the State of Missouri. Mr. Shannon will be responsible for overseeing construction and sale of the property.

Job Point's YouthBuild and Intermediate Construction Trades participants will complete the majority of the labor for the proposed project, under the supervision of Sr. Construction Instructor Glen Crowley. Mr. Crowley possesses 2 years of formal education in building trades and over 47 years of experience in the field. He is certified as a Master carpenter and owned his own business for over 20 years; constructing nearly 1,000 units during this time.



908 Madison Street

The Heating Ventilation and Air Conditioning (HVAC) will be installed by the students of Job Point's HVAC training class under the supervision of Ray Kaiser. Mr. Kaiser has over 17 years experience in the construction industry and possesses a Master's license in Heating, Ventilation and Air Conditioning. City of Columbia CDBG funds are used to provide scholarships to many of the students of the HVAC class. Mr. Shannon, Mr. Kaisher and Mr. Crowley are all certified through both the National Center for Construction Education and Research (NCCER) and the Home Builder's Institute (HBI). (See Attachment H for Staff Credentials)

All other mechanical work, excavation and flooring will be performed by dependable and reputable subcontractors who meet the specific criteria set by CoMo CHDO's and Job Point's federally-approved procurement policy.



602 Florence Avenue

Job Point was recently awarded another YouthBuild grant through the U.S. Department of Labor. This award allows Job Point to provide uninterrupted training to disadvantaged youth from Columbia's low-income neighborhoods for the next four years. Youth will continue to work on obtaining high-school equivalency degrees while continuing to rebuild their neighborhoods through the construction of affordable housing for homeownership.

No individual working for the CoMo CHDO or Job Point has been debarred by HUD or any other federal, state or local entity nor have they been restricted from entering into contract with any federal, state or local contracts. The CoMo CHDO or Job Point will not enter into any agreement with any person(s) or business that has any of the aforementioned restrictions or debarments. Each contract signed with subcontractors contains a statement addressing the debarment issue and is signed by each business entity assuring this is not the case.

Job Point through the CoMo CHDO will fund this project through three sources of funding. First, the City of Columbia will provide \$22,500 in HOME CHDO funds toward eligible construction costs. Job Point's CoMo CHDO will utilize proceeds from previous CHDO activities to assist in funding this project (\$98,500). Lastly, Job Point has excellent relationships and a strong history of support from local banks in the construction of affordable housing and will draw upon these relationships, if needed. (See Form X as Attachment K)

With assistance from the City of Columbia's HOME Community Housing Development Organization program, proceeds from previous projects and leveraged construction loans, CoMo CHDO plans to capitalize on our momentum and continue our Affordable Housing Development Initiative. We propose to construct one (1) home at 107 Lynn Street in conjunction with our existing YouthBuild program, which is made possible in part through

federal funding from the U.S. Department of Labor and other funding sources. YouthBuild engages at-risk youth to advance educational levels, obtain skills training in the construction field, develop leadership abilities and advance towards high growth, high demand occupations, while building affordable housing in our community's most impoverished neighborhoods. Professional contractors will complete the remaining mechanical labor such as plumbing, carpet installation and electrical work. CoMo CHDO specifically plans to utilize 2017 CHDO funds for the development of a new safe, affordable energy efficient home with extensive features for universal design. In addition, Job Point's CoMo CHDO is not proposing, but is more than willing, to construct a second home on either of the remaining two properties if requested by the CDC to do so.

IV. PROJECT INFORMATION

Project Timeline

The CoMo CHDO plans to begin construction on this project in May 2017 or earlier. The below timeline will outline the planned activities for complete development of the property with an expected completion date of December 8, 2017. This falls within the projected 360 day window as allowed by the RFP.

Stage	Start Date
On site	5/16/2017
Excavation	5/30/2017
Footings poured	6/2/2017
Form up concrete wall	6/2/2017
Ground work plumbing	7/4/2017
Finish form /floor graded	7/6/2017
Pour Floor	7/8/2017
Framing walls /Roof	7/11/2017
Driveway	7/14/2017
Shingle Roof	7/27/2017
Windows/Doors	8/2/2017
Siding /soffit	8/2/2017
Rough in Plumbing	8/2/2017
Heat/Air Rough In	8/2/2017
Electric Rough In	8/9/2017
Insulation	8/11/2017
Drywall Hang	8/16/2017
Drywall Finish	8/20/2017
Paint Walls/ Trim	9/2/2017

Flooring	9/8/2017
Cabinets /Trim out	9/13/2017
Plumbing Finish	9/16/2017
Electric Finish	9/16/2017
Carpet	10/10/2017
Door Knobs/Stops/bath fixtures	11/12/2017
Lot prep for Grass	11/20/2017
Cleaning	11/25/2017
Misc Finish Up	12/7/2017
Final Inspection	12/8/2017
Official Start	5/16/17
Official End	12/30/2017

Developer Fee

The CoMo CHDO proposes a developer’s fee of \$13,310 which represents approximately 11% of the cost of the project. This fee will be used to partially pay expenses incurred during the operation of the project including employee fair share of salary and fringe, occupancy costs, etc.

V. PLANS AND DRAWINGS

Proposed development plans feature an approximately 1,400 square foot ranch style home on a concrete slab with 3 bedrooms, 2 full baths, a dining room, living room, one car attached garage with a single car concrete driveway. The home shall have a front porch and rear deck. Construction will conform to all required regulations pertaining to easements, side yards and set backs. Additionally adequate slope and grade for sewers and site drainage will be met. Uniform Federal Accessibility Standards will be utilized in the design of the entrances to ensure they are accessible by accessible route from the parking area and garage. The construction of the home will conform to 2015 IECC and will comply with all new construction ordinances of the City of Columbia. At minimum, CoMo CHDO will install a passive radon venting system with rough in and a radon test will be completed and passed before the completion of construction. CoMo CHDO agrees to install an active radon mitigation fan if radon test results are above the EPA minimum level. (See Attachment L for Architectural Drawing)

Universal Design Features

The following required Universal Design Features will be met.

1. At least one no-step entrance with a 36" door on an accessible route from site entry point with a maximum threshold height of ¼" vertical, ½" beveled at a 1:2 slope;
2. Maximum 1:20 rise to run ratio and 1:50 cross-slope for exterior accessible routes;
3. 36" wide clear travel space along accessible routes;
4. 60" x 60" level (less than 2% slope in any direction) maneuvering space clear of door swing at accessible entrances; 18" clear space on pull side of door;
5. One wheelchair accessible bathroom. There will be space allowed for a wheelchair to reverse direction.
6. Removable or retractable doors and toe kicks under kitchen and accessible bath sinks;
7. Minimum 32" interior door panel and 42" hallways; 18" clear space on pull side of all doors, minimum of 30" x 48" approach space on push side;
8. Lever-type door handles;
9. Illuminated, rocker-type switches;
10. All first floor switches and environmental controls shall be placed 48 inches or lower above the finished floor and all electrical outlets will be no lower than 15 inches about the installed floor to the bottom outlet;
11. Switches and outlets above the kitchen cabinets and bathroom vanities shall be placed no higher than 45 inches above the finished floor to switch or top outlet;
12. Nominal 2 x 8 blocking will be placed between studs in areas where grab bars in the tub/shower and toilet areas will be placed in the wheel chair accessible restroom;
13. Additional energy efficiency features will be added including, but not limited to, dropped duct work located inside the home envelope; the use of low E glass on windows; and installation of high-efficiency appliances such as furnaces, refrigerators, ovens, etc.
14. Full length side light at primary entrance to allow view of visitors;
15. Package shelf or bench will be installed near entry and will be clear of approach space for door;
16. The primary entry to the home shall be a covered space;
17. The kitchen shall have adjustable shelves in the wall and base cabinets;
18. Toe kicks will be installed at 9" above the finished floor in the kitchen;

CoMo CHDO will meet all required technical requirements as specifically outlined in section 4.1 of the RFP. These include the areas of exterior walls, roof systems, interior walls, interior door and trim, windows, exterior doors, cabinetry, finish flooring, home performance, HVAC, baths, kitchen, plumbing, electrical, appliances, insulation, grading, landscaping and other areas addressed in this section.

In a classic example of social entrepreneurialism, CoMo CHDO will build this home with the labor of young people in the YouthBuild program, who primarily live in the City's NRT area, and are completing their high school equivalencies (HSE), while learning work ethics and leadership through skills instruction in the construction trades. Additionally, students of Job Point's Heating, Ventilation and Air-Conditioning (HVAC) program will install all heating and cooling components and systems for this home. Job Point Highway/Heavy Construction (H/HC) students will perform all concrete work. Many of the students of the HVAC and

H/HC programs receive scholarships from the City of Columbia's CDBG funding. It is expected most project students who complete construction will obtain their HSE and become employed or enter further education or training. These accomplishments will have an affirmative impact on employment, law violation, poverty rates, educational levels and self-sufficiency of area youth. Long term, it is anticipated the project will positively affect the physical and emotional health of participating individuals and families and the community as a whole.

ATTACHMENTS

- A. BOARD AUTHORIZATION
- B. 501 (C)3 STATUS
- C. ARTICLES OF INCORPORATION
- D. CHDO BYLAWS
- E. MO SECRETARY OF STATE – CERTIFICATE OF GOOD STANDING – COMO CHDO
- F. MO SECRETARY OF STATE – CERTIFICATE OF GOOD STANDING – JOB POINT
- G. CERTIFICATION OF FINANCIAL ACCOUNTABILITY
- H. STAFF RESUMES
- I. HOUSING DEVELOPMENT EXPERIENCE
- J. BOARD MEMBERSHIP
- K. SOURCES AND USES (FORM X)
- L. ARCHITECTURAL DRAWINGS



400 Wilkes Boulevard
Columbia, MO 65201
VOICE/TTY 573/474-8560
FAX 573/474-8575
URL www.jobpoint.org

**CHDO
Board of Directors
Action
October 28, 2016**

On September 28, 2016 Job Point's CoMo CHDO Board of Directors unanimously approved the request for submission of a proposal to The City of Columbia for 2017 CHDO dollars. The request totals \$22,500 for construction of a home at 107 Lynn Street in Columbia, Mo. This action allows for the development of other properties listed in the RFP and was appropriately recorded in the official minutes.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David Thayer", is written over a light blue horizontal line.

David Thayer Chairperson
CoMo CHDO Board of Directors

*Accredited by the Rehabilitation
Accreditation Commission*



Heart of Missouri United Way

FUNDED PARTNER



City of Columbia

CINCINNATI OH 45999-0038

In reply refer to: 0248367576
May 05, 2015 LTR 4168C 0
43-0887032 000000 00
00019041
BODC: TE

JOB POINT
400 WILKES BLVD
COLUMBIA MO 65201



028414

Employer Identification Number: 43-0887032
Person to Contact: Ms. Yates
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 27, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in December 1967.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

THIS FORM MUST BE PREPARED AND SUBMITTED BY A DULY LICENSED ATTORNEY

The use of this form is NOT mandatory

Filing Fee \$10.00

ARTICLES OF INCORPORATION UNDER THE GENERAL NOT FOR PROFIT CORPORATION ACT (These Articles Must Be Filed in Duplicate)

TO THE SECRETARY OF STATE, JEFFERSON CITY, MISSOURI:

We, the undersigned, (Not less than three)

Table with 5 columns: Name, Number, Street, Address City, State. Rows include John Canestraight, Perry Ewing, and Harry Gentry.

being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Act" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

- 1. The name of the corporation is: Cosmopolitan Training Center, Inc.
2. The period of duration of the corporation is: Perpetual
3. The address of its initial Registered Office in the State of Missouri is: 209 Exchange Bank Building Street in the City of Columbia...
4. The first Board of Directors shall be 3 in number, their names and addresses being as follows:

Table with 5 columns: Name, Number, Street, Address City, State. Rows include John Canestraight, Perry Ewing, and Harry Gentry.

5. The purpose or purposes for which the corporation is organized are:

To establish a training school for the mentally retarded and physically handicapped. To train the handicapped to learn skills leading to future outside employment and self sufficiency. To provide a sheltered employment center for those handicapped who cannot advance into competitive outside employment.

FILED AND CERTIFICATE OF INCORPORATION ISSUED

APR 20 1963

James G. Simpson, Secretary of State

(NOTE: Any special provision authorized or permitted by Statute to be contained in the Articles of Incorporation may be inserted above.)

(INCORPORATORS MUST SIGN BELOW)

Perry Ewing
Harry Gentry
_____ }
_____ }
_____ }
_____ }

Incorporators

VERIFICATION

STATE OF Missouri }
COUNTY OF Boone } SS.

I, Clarence P. Reckmann, a Notary Public, do hereby certify that on the 19th day of April, 1966, John Canestraight,
(Names of Incorporators)

Perry Ewing and Harry Gentry

personally appeared before me and being first duly sworn by me severally acknowledged that they signed as their free act and deed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true, to their best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

PLACE
NOTARY SEAL
HERE

My commission expires: Feb 20 1968

Clarence P. Reckmann
Notary Public

ARTICLES OF INCORPORATION
under the
GENERAL NOT FOR PROFIT
CORPORATION ACT
of

Cosmopolitan Training Center, Inc.

FILED AND CERTIFICATE OF
INCORPORATION ISSUED

APR 20 1965

James Crampin
Corporation Dept. SECRETARY OF STATE

(These Articles Must Be Executed and Filed
in Duplicate)
Filing Fee \$10.00

Central Printings Co.



Certificate of Incorporation

WHEREAS, An Association organized under the name of

COSMOPOLITAN TRAINING CENTER, INC.

has filed in the office of the Secretary of State, Articles of Incorporation in writing as provided by law and has, in all respects, complied with the requirements of The General Not For Profit Corporation Act of Missouri:

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, in virtue and by authority of law, do hereby certify that said association has, on the date hereof, become a body corporate duly organized under the name of _____

COSMOPOLITAN TRAINING CENTER, INC.

and the address of its Initial Registered Office in Missouri is: 209 Exchange Bank Building,
Columbia,

and is entitled to all the rights and privileges granted to corporations organized under The General Not For Profit Corporation Act of Missouri for a term of perpetual years.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this

20th day of April A. D., Nineteen
Hundred and Sixty-Six

James Kirkpatrick
Secretary of State.
T R Cloud
Deputy Secretary of State.

RECEIVED OF: COSMOPOLITAN TRAINING CENTER, INC.

Ten and no/100 Dollars, \$ 10.00

For Credit of General Revenue Fund, on Account of Incorporation Fee.

No.

Dean Mickelson
Deputy Collector of Revenue



State of Missouri
Matt Blunt, Secretary of State

Corporations Division
 P.O. Box 778 / 600 W. Main Street, Rm 322
 Jefferson City, MO 65102

File Number: 200500421102
 N00006565
 Date Filed: 12/30/2004
 Effective Date: 12/30/2004
 Matt Blunt
 Secretary of State

**Articles of Amendment
 for a Nonprofit Corporation**
(Submit with filing fee of \$10.00)

The undersigned corporation, for the purpose of amending its articles of incorporation, hereby executes the following articles of amendment:

- (1) The name of corporation is: Advent Enterprises, Inc.
- (2) The amendment was adopted on October 26, 2004 and changed article(s) 1 to state as follows:
month/day/year

ARTICLE 1 The name of the Corporation shall be: Job Point.

(3) If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5):

(4) If approval by members was required, check here and provide the following information: _____

- A. Number of memberships outstanding: _____
- B. Complete either i or ii:

i. Number of votes for and against the amendments(s) by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	_____	_____	_____
_____	_____	_____	_____

State of Missouri
 Amend/Restate - NonProfit 2 Page(s)

 T0436516568

Name and address to return filed document:

Name: Russell Doumas

Address: 2116 Nelwood Drive

City, State, and Zip Code: Columbia, MO 65202

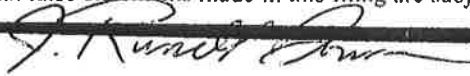
ii. Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:

Class:	Number Voting undisputed:
_____	_____
_____	_____
_____	_____

The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class.

(5) If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained: _____

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)



J. Russell Doumas

President

12/21/2004

Authorized signature of officer or chairman of the board

Printed Name

Title

Date

State of Missouri



Matt Blunt
Secretary of State

CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

*Job Point
N00006565*

Formerly,

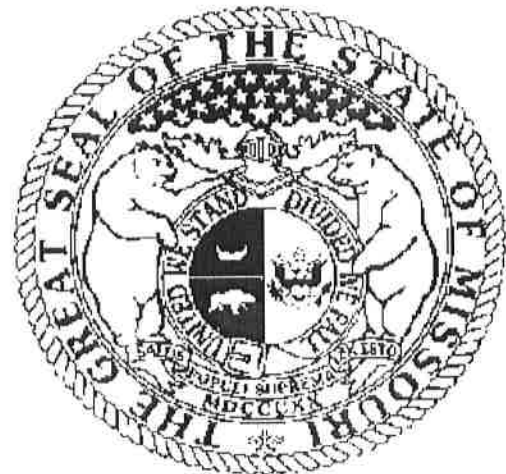
ADVENT ENTERPRISES, INC.

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me its Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have set
my hand and imprinted the GREAT SEAL
of the State of Missouri, on this, the 30th
day of December, 2004.

Matt Blunt

Secretary of State





State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

File Number: 200636321108
N00006565
Date Filed: 12/26/2006
Robin Carnahan
Secretary of State

**Articles of Amendment
for a Nonprofit Corporation**

(Submit with filing fee of \$10.00)

The undersigned corporation, for the purpose of amending its articles of incorporation, hereby executes the following articles of amendment:

- (1) The name of corporation is: Job Point
- (2) The amendment was adopted on December 20, 2006 and changed article(s) 7 (Seven) to state as follows:
month/day/year
Please See Attached Article 7.

(3) If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5):

(4) If approval by members was required, check here and provide the following information: _____

A. Number of memberships outstanding: _____

B. Complete either C or D:

C. Number of votes for and against the amendments(s) by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	_____	_____	_____
_____	_____	_____	_____

Please see next page

Name and address to return filed document:
Name: Nancy Silver c/o Job Point
Address: 2116 Nelwood Drive
City, State, and Zip Code: Columbia, MO 65202

State of Missouri
Amend/Restate - NonProfit 3 Page(s)



T0636106677

D. Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:

Class:	Number Voting undisputed:
_____	_____
_____	_____
_____	_____

The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class.

(5) If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained: _____

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

	Mary E. Carnahan	Board Chairperson	12/20/2006
<i>Authorized signature of officer or chairman of the board</i>	<i>Printed Name</i>	<i>Title</i>	<i>Date</i>

Attachment

Article 7

1. The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of the corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.
2. Upon any dissolution or liquidation of the corporation, its assets shall be applied and distributed as follows, to the extent permitted by the laws of the State of Missouri then in effect:
 - (a) All liabilities and obligations of the corporation shall be paid, satisfied, and discharged, or adequate provision shall be made therefor.
 - (b) Assets held by the corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution or liquidation, shall be returned, transferred, or conveyed in accordance with such requirements.
 - (c) Any remaining assets shall be distributed, in accordance with a plan of distribution adopted pursuant to the laws of the State of Missouri, to one or more societies, organizations or corporations which are then exempt from Federal income tax pursuant to Section 501 (c) (3) of the Internal Revenue Code of the United States as the same shall be in force at the time of the dissolution or liquidation of this corporation.

State of Missouri



Robin Carnahan
Secretary of State

CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

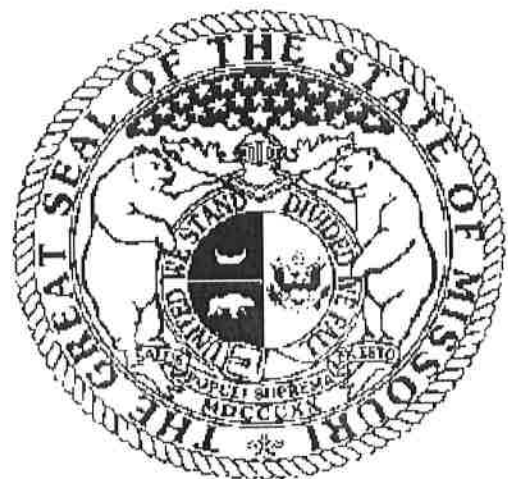
Job Point
N00006565

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me its Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
26th day of December, 2006.

Robin Carnahan

Secretary of State





State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

File Number: 200535421119
N00006565
Date Filed: 12/19/2005
Robin Carnahan
Secretary of State

**Articles of Amendment
for a Nonprofit Corporation**
(Submit with filing fee of \$10.00)

The undersigned corporation, for the purpose of amending its articles of incorporation, hereby executes the following articles of amendment:

- (1) The name of corporation is: Job Point
- (2) The amendment was adopted on November 29, 2005 and changed article(s) 5 to state as follows:
month/day/year

ARTICLE 5: To Assist persons seeking employment and greater participation in community life by providing career planning, work readiness, and job placement assistance, and Vocational Rehabilitation Services; and by undertaking projects that create and produce affordable housing units and other Community Economic Development outcomes that benefit low and moderate income persons and communities, such as job development, business development, and neighborhood revitalization.

- (3) If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5):

- (4) If approval by members was required, check here and provide the following information: _____

- A. Number of memberships outstanding: _____
B. Complete either C or D:
C. Number of votes for and against the amendments(s) by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	_____	_____	_____
_____	_____	_____	_____

Please see next page

Name and address to return filed document:
Name: Nancy Silver, Job Point
Address: 2116 Nelwood Drive
City, State, and Zip Code: Columbia, MO 65202

State of Missouri
Amend/Restate - NonProfit 2 Page(s)



T0535458641

D. Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:

Class:	Number Voting undisputed:
_____	_____
_____	_____
_____	_____

The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class.

(5) If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained: _____

In Affirmation thereof, the facts stated above are true and correct:

~~(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)~~



Mark Duncan

Board Chair

11/30/2005

Authorized signature of officer or chairman of the board

Printed Name

Title

Date

State of Missouri



Robin Carnahan
Secretary of State

CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

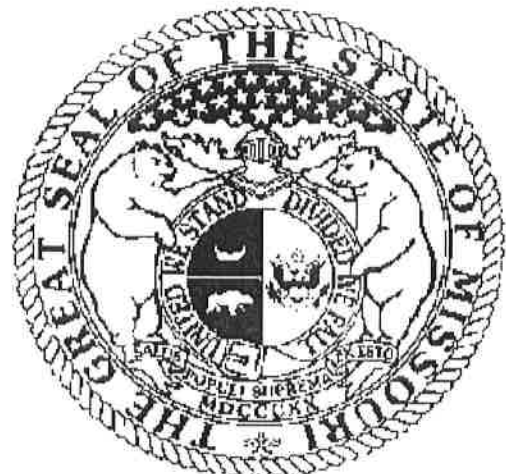
Job Point
N00006565

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me its Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 19th day of December, 2005.

Robin Carnahan

Secretary of State



**BYLAWS
OF
COLUMBIA MISSOURI COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
Adopted June 24, 2014**

**ARTICLE I
Name and Organization**

The name of the corporation shall be "COLUMBIA MISSOURI COMMUNITY HOUSING DEVELOPMENT ORGANIZATION" ("Corporation"). The Corporation was formed pursuant to the provisions of the Missouri Nonprofit Corporation Law and as now or hereafter amended ("Nonprofit Corporation Law"). The Corporation is organized on a nonstock basis and shall have no members and shall issue no stock.

**ARTICLE II
Registered Office and Place of Business**

The registered office shall be 1103 East Broadway, Columbia, Missouri 65201. The principal place of business of the Corporation shall be 400 Wilkes Boulevard, Columbia, Missouri, 65201. The Corporation may have such other places of business as the Board of Directors may from time to time decide.

**ARTICLE III
Seal**

The Corporation shall not be required to have a corporate seal.

**ARTICLE IV
Purpose**

The Corporation has been formed for the purposes set forth in its articles of incorporation. The purposes include application for, receipt and expenditure of CHDO funds, including spending funds to purchase land to be titled in the name of the Corporation. The Corporation's general purpose is to be an independent, free-standing body created for the purpose of providing decent housing that is affordable to low-income and moderate-income persons. The Corporation shall have such other purposes as are consistent with the foregoing.

**ARTICLE V
MEMBERSHIP and BOARD OF DIRECTORS**

1. The Corporation shall have one member, which is Job Point, a Missouri not-for-profit corporation.
2. The Corporation shall have at least three (3) directors but not more than nine (9) directors. At least one-third (1/3) of the Corporation's directors shall consist of representatives of low-income neighborhoods or low-income community residents or elected representatives of residents of low-income neighborhood organizations. No more than 1/3 of the governing Board are public officials including employees of the participating jurisdiction. The members of the board shall be appointed by

the Job Point Board President on an annual basis and at any other time that is required to fill any vacancies. Members of the Board of Directors shall continue to serve until a replacement is appointed or until the member resigns. The President of the Job Point Board, for good cause shown, may remove members of the Corporation's Board of Directors. No member of the Corporation's Board shall receive, directly or indirectly, any salary or compensation.

ARTICLE VI

Meetings of the Board of Directors

1. Regular and Annual Meetings: The Board of Directors shall hold regular meetings for the purpose of transacting such business and matters as may come before the Board of Directors.
2. Time and Place: Each regular meeting of the Board of Directors shall be held at such time and place as the Board shall determine, and the Chairman or Secretary shall give notice of such meeting to each director one week prior to such meeting. Notice may be given either personally or by telephone. Special meetings of the Board of Directors may be called by the Chairman with two days' prior notice to each director. Notice of special meetings may be given either personally or by telephone and notice of special meetings shall contain a brief statement of the general nature of the business to be transacted. Notice of each annual meeting shall be given either personally or in writing, and shall include the names of the persons who have been nominated by the Board of Directors to be elected at said annual meeting for membership on the Board of Directors of the Corporation.
3. Action by the Board: Quorum: A majority of the directors in office shall be necessary to constitute a quorum for the transaction of business, but the action of a majority of the directors then in office shall be required to authorize any act of the Corporation, except where the provisions of these Bylaws, the Articles of Incorporation, or the Nonprofit Corporation Law require a greater number of Directors to approve. Any action which may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors and shall be filed with the Secretary of the Corporation.
4. Committees: The Board of Directors may by resolution establish one or more committees to consist of one or more directors of the Corporation. Except as provided in these Bylaws, the Articles of Incorporation or the Nonprofit Corporation Law, any such committee shall have and may exercise all of the powers and authorities of the Board of Directors to the extent provided in the resolution of the Board of Directors.

ARTICLE VIII

Officers

1. Enumeration: The Corporation shall have a President, Vice President, Secretary and Treasurer, and may have such other officers as the Board of Directors shall from time to time authorize. The Executive Committee of the Corporation shall consist of all of the officers of the Corporation who are directors and any other persons designated by the Board of Directors. The duties and powers of officers of the

Corporation shall be as set forth in these Bylaws and as shall from time to time be designated by the Board of Directors. Any number of officers may be held by the same person.

2. Qualifications: All officers of the Corporation shall be chosen from among the directors.
3. Election: Removal: All officers shall be elected annually by the Board of Directors for a term of one year and until their successors shall be elected and shall qualify; provided, however, that each officer shall serve at the pleasure of the Board of Directors and may be removed from office at any time without cause by all directors then in office.
4. President: The President (and in the absence of the President, Vice President) shall preside at all meeting of the directors, and he shall perform such other duties as may from time to time be requested by the Board of Directors.
5. Vice President: The Vice President shall preside at all meetings of the directors in the absence of the President. The Vice President shall also perform such other duties as may from time to time be requested by the Board of Directors.
6. Secretary: The Secretary (and in the absence of the Secretary, the Assistant Secretary if any has been appointed) shall attend all meetings of the Board of Directors and shall act as clerk thereof, and shall record all the votes of the directors and the minutes of all meetings in a book to be kept for the purpose; shall perform like duties for all committees of the Board of Directors when required; shall give, or cause to be given, notice of all meetings of the Board of Directors; shall perform such other duties as may be prescribed by the Board of Directors; and shall keep in safe custody the corporate seal of the Corporation and, when authorized by the Board of Directors, affix the same to any instrument requiring it.
7. Treasurer: The Treasurer shall have custody of the Corporation's funds and securities and shall keep full and accurate accounts of receipts and disbursements of the Corporation in books belonging to the Corporation; shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper receipts and vouchers for such disbursements; and shall render to the Chairman, the Administrator and directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all the transactions as Treasurer and of the financial condition of the Corporation.
8. Vacancy: Any vacancy in any office shall be filled by the Board of Directors for the unexpired term of office.

ARTICLE IX Records

There shall be kept at the registered office or principal place of business of the Corporation an original or duplicate record of the proceedings of the Board of Directors and the original or a copy of the Corporation's Bylaws and Articles of Incorporation, including all amendments or alterations.

ARTICLE X
Miscellaneous Provisions

1. Signatures: All checks or demands for money and notes of the Corporation shall be signed by such persons as the Board of Directors may from time to time designate.
2. Fiscal Year: The fiscal year of the Corporation shall commence on October 1 and shall end on September 30 of each calendar year.
3. Notices: Whenever notice is required to be given to any person, it may be given to such person, either personally or by mail or by facsimile transmission, to such person's address appearing on the books of the Corporation or supplied to the Corporation for the purpose of notice. If the notice is sent by mail, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting of the Board of Directors, a brief statement of the general nature of the business to be transacted.
4. Waiver of Notice: Whenever any written notice is required by these Bylaws, the Articles of Incorporation, or the Nonprofit Corporation Law, waiver in writing signed by the person entitled to such notice whether before or after the time stated therein shall be deemed equivalent to the giving of such notice. Neither the business to be transacted nor the purpose of the meeting needs to be specified in the waiver of notice of such meeting. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.
5. Methods of Communication and Participation: One or more directors may attend and participate in a meeting of the Board of Directors or a committee of the Board of Directors by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other. Notices to members of the Board of Directors may also be communicated via electronic mail, and the Board of Directors may vote and otherwise conduct all business by means of electronic mail.
6. Action by Unanimous Consent: Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if consent in writing setting forth the action so taken is signed by all the directors who would be entitled to vote on such action and is filed with the Secretary of the Corporation.
7. Advisors: The Corporation shall be authorized to retain and pay for the services of accountants, attorneys, investment counselors, and all other advisors as the Board of Directors shall deem necessary or appropriate for the business of the Corporation.

ARTICLE XI
Amendment

These Bylaws may be amended by a vote of the Job Point Board of Directors.

ARTICLE XII
Adoption

These Bylaws have been and hereby are adopted by the Board of Directors of Job Point on the 24th day of June, 2014.

Job Point, a Missouri not-for-profit corporation

By: _____
President

Attest:

Secretary

STATE OF MISSOURI



Jason Kander
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JASON KANDER, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

Columbia Missouri Community Housing Development Organization
N01389207

was created under the laws of this State on the 26th day of March, 2014, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 27th day of October, 2016.


Secretary of State



Certification Number: CERT-10272016-0099

STATE OF MISSOURI



Jason Kander
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

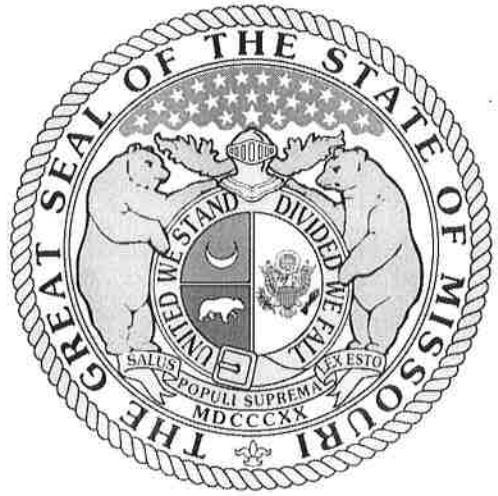
I, JASON KANDER, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

Job Point
N00006565

was created under the laws of this State on the 20th day of April, 1966, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 27th day of October, 2016.

Jason Kander
Secretary of State



Certification Number: CERT-10272016-0099



400 Wilkes Boulevard
Columbia, MO 65201

VOICE/TTY 573/474-8560

FAX 573/474-8575

URL www.jobpoint.org

October 27, 2016

Mr. Timothy Teddy, Director
Department of Community Development
City of Columbia
PO Box 6015
Columbia, MO 65205


Re: FY '2017 CHDO Application

Dear Mr. Teddy:

Please accept this letter relevant to Job Point's application to the City of Columbia for Community Housing and Development Organization (CHDO) 2017 funds. As required by the U.S. Department of Housing and Urban Development (HUD), be assured Job Point conforms to the financial accountability standards of 2 CFR 200.

Thank you for the opportunity to apply for CHDO funding. Please contact me at 573/474-8560 if I may be of further assistance.

Sincerely,


Steve Smith, President./CEO
Job Point


David Thayer, Chairperson
CoMo CHDO

*Accredited by the Rehabilitation
Accreditation Commission*



Heart of Missouri United Way

FUNDED PARTNER



Gary Taylor

2607 Park de Ville Place
Columbia, Missouri 65203

(H) 573-819-1339

(W) 573-449-3431

email: garyt@jobpointmo.org

WORK EXPERIENCE:

Job Point, Columbia Missouri, 2000-present

Director of YouthBuild, Trades & Housing

- Oversee a consortium of local agencies, service providers, private-sector businesses and other entities dedicated to job training and employment of youth in the community.
- Administer several multi-million dollar grants awarded by the U.S. Departments of Labor; U.S. Department of Housing, and Urban Development; Federal Highway Administration; Missouri Department of Corrections; Missouri Department of Economic Development and many other local and private funding sources.
- Supervise overall operations of for disadvantaged youth and adults.
- Develop and implement short-term skills training programs as per needs of local employers and customers.
- Perform extensive grant-writing duties in response to federal, state, local and private solicitations.

SDA-5, Private Industry Council, Columbia, Missouri, 1990-2000

Sr. Manager, 1995-2000

- Employed the principles of case-management in leading and guiding the customer case planning process.
- Assessed program designs, system processes and monitor performance outcomes.
- Facilitated training of staff and customers in areas such as: change management, computer technology, problem solving, decision-making, teamwork, et. al.
- Prepared monthly reports for tracking customer flow and service levels of many different populations.
- Oversaw the selection and matching process for customers seeking program enrollment.
- Represented the organization on various committees, work teams, and ad hoc groups.
- Supervised 9 full-time professional staff.

Case Manager II, 1990-1995.

- Chaired eight-county wide School-to-Work Regional Partnership.
- Managed combination classroom/work experience program for over 400 youth.
- Conducted recruitment, assessment and enrollment of eligible youth for referral to youth programming.
- Tracked youth program activity enrollments, expenditures and performance outcomes.
- Liaison between youth programs and local schools to ensure basic skills were properly administered.
- Instructed participants in proper employment seeking skills along with job development duties.
- Developed curriculum for state-recognized Pre-Employment Skills training component for youth and adults.

University of Missouri, Dept of Residential Life, Columbia, Missouri, 1989-1990.

Residence Hall Coordinator

- Coordinated daily operation of 344-member residence hall.
- Directed a live-in staff of 8 resident assistants and 10 desk attendants.
- Trained staff in all aspects of educational and social programming.
- Advised 32-member Hall Council and Government.

EDUCATION:

- Columbia College, Columbia, Missouri, MBA-Management, Graduation May 2017
- Columbia College, Columbia, Missouri, B.S.- General Studies (Counseling Psychology). May 2013
- University of Missouri, Columbia, Missouri, Education & Counseling Psychology (1983-1989)

MEMBERSHIPS/AFFILIATIONS:

YouthBuild USA Director's Fellowship
National Assoc of Workforce Dev Professionals
ParentLink Advisory Board
American Express Leadership Academy Fellowship
University of Missouri Alumni Association

YouthBuild National Director's Council – President
Marching Mizzou Alumni Band – Director
Adult Learning Center Advisory Board
Mid-Missouri Regional Planning Commission
Chamber of Commerce Leadership Columbia

REFERENCES:

Available Upon Request

Glen Crowley

4195 Crabapple Lane
Columbia, Missouri 65203

573-446-5993 (h)
573-268-4836 (c)
glenc@jobpointmo.org

EXPERIENCE:

Construction Instructor, Job Point, Columbia, Missouri, 2007 – Present

- Instruct students in safety, basic construction and employability skills utilizing Home Builder's Institute (HBI) and National Center for Construction Education and Research (NCCER) curricula.
- Supervise crew of students from disadvantaged populations aged 16-24 during the construction of single-family homes.
- Design, estimate, budget and supervise the construction of ADA accessibility ramps, home maintenance and repair projects for partner agencies and private parties.
- Supervise smaller construction projects including shop furnishings and teaching aids.
- Perform data entry for record keeping, accounting and maintenance of the construction tool inventory.
- Teach skills in all facets of H/HC to prepare students to enter the construction industry with certificates which allow for apprenticeship training.

Owner/Self-Employed, Glen Crowley Builders, Inc., Columbia, Missouri, 1990 – 2007.

- Constructed over 1,000 single-family and multi-family units in Columbia, Missouri.
- Supervised a staff of 25 of employees running several crews and jobs at the same time.
- Built designer custom homes, log homes and commercial buildings.
- Performed estimations and bids on plumbing, HVAC, electrical and other subcontracted services.
- Expertise in building and designing decks and screened-in porches.

Foreman, Kerry and Greg Bramon Construction, Inc., Columbia, Missouri, 1985-1990.

- Supervised the day to day operations of each project undertaken.
- Assigned shifts work and responsibilities to all workers according to their capabilities.
- Ensured all tools and equipment were present at each worksite to perform the work of the day.
- Kept all work on task to make sure all work deadlines were met.
- Prepared various reports for owners and office personnel.

Foreman, Jeff Crane Construction, Columbia, Missouri, 1977-1985.

- Responsible for the day to day operations of each project undertaken.
- Ensured all workers and subcontractors followed proper safety procedures and protocols.
- Monitored payroll timesheets and distributed paychecks to all employees.
- Hired and trained all new workers on each construction site.

EDUCATION:

Southwest Baptist College, Bolivar, Missouri	1974 - 1975
Hallsville High School – Diploma, Hallsville, Missouri	1969 - 1971
Hickman High School Building Trades Program	1969 - 1971

Certifications:

- National Center for Construction Education and Research (NCCER) – Core Curriculum
- NCCER – Carpentry – Level 1
- Home Builders Institute/Pre-Apprenticeship Certification Training Instructor Certification
- OSHA 10 Certification

Qualifications:

- Self-employed contractor with 30 plus years building experience.
- Self-motivated to handle problems which may arise in the process of building or remodeling.
- Outstanding organizational skills, making it possible to do all necessary tasks at hand each day.
- Ability to motivate others to do tasks on each job assigned.
- Ability to read, draw and redesign elements of blueprints.
- Past experience in electrical, plumbing, sheet rock, tile and trim work.

References:

Available Up on Request

BRIAN A. SHANNON

8400 S. BARRY RD. • COLUMBIA, MO 65201
PHONE (573)489-8548 • EMAIL BRIANBRIAN413@YAHOO.COM

EDUCATION:

Bachelor of History & Biblical Literature- Ozark Christian College, Joplin, MO, May 2007
University of Missouri

CERTIFICATIONS: Supervisory Series University of Missouri. National Center for Construction Education and Research (NCCER), Home Builders Institute/Pre-Apprenticeship Certification Training (HBI/PACT)

LICENSES: NMLS Loan Originator license and State of Missouri license.

EMPLOYMENT:

2011-Present

Job Point

Construction and Affordable Housing Manager

- Oversee all aspects of CoMo CHDO and Job Point construction projects and management of employees.
- Sales and marketing of houses and customer relations.
- Program management
- Responsible for acquisition of funds from various sources.
- Initial qualification and financial review with potential buyer
- Certified for HBI and NCCER construction instruction

2010-2011

Deline Finance

Loan Officer

- 100% commission sales
- Experience with FHA, USDA, Conventional and VA loan products
- Origination of New Purchase and Refinance loans using Calyx Point
- Experience with credit repair and one on one customer interaction.
- Establishing and maintaining new and existing client relationships
- Generation of leads and marketing
- Traveling consultations.

2007-2008 and 2009-2010

Bluegreen Corporation

Sales Manager & Sales Representative

- Consistent leader nationally in amount of monthly sales
- In charge of hiring and training new sales representatives
- Responsible for monthly and quarterly quotas and goals (personal and team)
- Office administration and payroll
- Direct customer sales and service selling time share related vacation packages

2006-Present

Show-Me Central Habitat for Humanity

Construction supervisor/ instructor (part time)

- Supervise and instruct large and small groups of all ages over all aspects of home construction
- Responsible for volunteer safety, delivery of materials, interface and coordination of subcontractors and suppliers
- Interaction with home buyers to ensure customer satisfaction
- Worked to provide a fun and learning experience for every volunteer

Recreational Activities – Guitar, team sports, audio and video recording/ engineering, waterskiing, wakeboarding, snow-skiing, rock climbing, camping,.

(References available on request)

RAY P. KAISHER
2100 CALLAWAY DRIVE
COLUMBIA, MO 65202
573-823-6094

WORK HISTORY

Job Point 7/2012 – present
Columbia, MO

YouthBuild/HVAC Instructor: Teach students of Job Point construction/carpentry and HVAC programs the skills necessary to do gut rehabilitation or new construction of a house and provide supportive guidance and encourage in the development of youth leadership skills. Instruct students in the basics of Heating, Ventilation and Air-Conditioning. Teach basic vocational education (primarily carpentry), modifying the curriculum and materials as required to meet individual and program needs. Responsible for executing plans for renovation, rehabilitation or construction of affordable housing units and the on-site construction training of students enrolled in the construction/carpentry training programs of Job Point as directed.

Brunner/Peters Heating & Air Conditioning 2004 – 2012
Columbia, MO

Project Leader: Supervise crew to install HVAC systems in commercial buildings.

Self Employed 2000 – 2003
Moberly, MO
Construction/Remodeling

Nordyne 1996 – 2000
Boonville, MO
Tool Room Supervisor: Supervise department.

SPECIAL CERTIFICATIONS

- Master License - HVAC
- National Center for Construction Education and Research – Certified Instructor for Core, Carpentry and HVAC curricula
- Home Builders Institute – Certified Instructor
- Journeyman HVAC License – No expiration
- Universal EPA License – No expiration
- OSHA-10 – No expiration
- Class E Missouri Drivers License – Expires 12/2014

REFERENCES

Rod Casey
Woodcrest Chapel
Pastor
573-445-1131

Bill Brunner
Brunner/Peters Heating & Air
Conditioning
Owner/Operator
660-537-6773

Dave Saylor
HVAC Contractor
573-589-7147

**COLUMBIA MISSOURI COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
A SUBSIDIARY OF JOB POINT**

Since 2003, Job Point's YouthBuild program has completed the following construction activities:

Houses Built by Job Point YouthBuild for CMCA/CEM

212 Oak Street, Columbia MO 65201	SOLD
503 Woodlawn Drive, Columbia, MO 65201	SOLD
119 W. Worley Street, Columbia, MO 65201	SOLD
3020 Haden Drive, Columbia, MO 65202	SOLD
3606 Woodside Drive, Columbia, MO 65202	IN PROGRESS

Houses Built by Job Point YouthBuild for Job Point/CoMo CHDO

6 E Forest Avenue, Columbia, MO 65201	SOLD
601 N. Madison, Wellsville, MO 63384	SOLD
401 McBaine Avenue, Columbia, MO 65203	SOLD
409 McBaine Avenue, Columbia, MO 65203	SOLD
411 McBaine Avenue, Columbia, MO 65203	SOLD
908 Madison Street, Columbia, MO 65203	SOLD
602 Florence Avenue, Columbia, MO 65203	SOLD
1101 Jefferson Street, Columbia, MO 65203	SOLD
106 Lynn Street, Columbia, MO 65203	SOLD
110 Lynn Street, Columbia, MO 65203	SOLD

Properties Job Point YouthBuild Completely Renovated

904 Madison Street, Columbia, MO 65203	OWNED BY CITY
102 E Sexton Road, Columbia, MO 65201	SOLD

Houses Job Point YouthBuild Assisted in Building

16 Austin Street, Columbia, MO 65201	2701 Andy Drive, Columbia, MO 65202
2702 Andy Drive, Columbia, MO 65202	2703 Andy Drive, Columbia, MO 65202
2704 Andy Drive, Columbia, MO 65202	2203 Thomas Drive, Columbia MO 65202
2205 Thomas Drive, Columbia, MO 65202	900 Fairview Court, Montgomery City, MO 63361
901 Fairview Court, Montgomery City, MO 63361	8 Clifden Drive, Montgomery City, MO 63361
1065 N. Walker Street, Montgomery City, MO 63361	2701 McClure Drive, Columbia, MO 65202
516 Jackson Street, Columbia, MO 65203	2702 McClure Drive, Columbia, MO 65202
2703 McClure Drive, Columbia, MO 65202	2700 Norberry Drive, Columbia, MO 65202

Houses Job Point YouthBuild Assisted in Renovating

405 E Fourth Street, Montgomery City, MO 63361
13 Dogwood Court, Montgomery City, MO 63361

COLUMBIA MISSOURI
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) BOARD

David Thayer, Chair - (*Low Income/Other*)

Retired

8 South Blue Jay Way

Phone: (573) 823-0263

ythayer@hotmail.com

Tom Harrison, Secretary (*Business*)

Van Matre, Harrison, Hollis & Taylor

1103 E. Broadway

Columbia, MO 65201

Phone: (573) 874-7777

tom@vanmatre.com

Nick Allen (*Business*)

Manor Roofing & Restoration

6601 Stephens Station Road, Suite 111

Columbia, MO 65202

Phone: (573) 445-4770

Cell Phone: (573) 673-7967

Fax: (573) 445-2066

Email: nallen@manormetalroofs.com

Cornellia Williams (*Public*)

Columbia Housing Authority

201 Switzler Street

Columbia, MO 65203

Phone: (573) 443-2566 ext. 1279

Cwilliams@columbiaaha.com

Matt Garrett (*Business*)

KOMU

5550 Hwy 63 South

Columbia, MO 65203

Phone: (573) 884-3269

Fax: (573) 884-8888

Email: GarrettM@missouri.edu

COLUMBIA MISSOURI
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) BOARD (con't)

Representatives of Low- to Moderate-Income Neighborhoods and Citizens

Megan Foster, Citizen (*Low-Income Resident*)

1102 Elleta Blvd
Columbia, MO 65202
Phone: (573) 398-7729
Megfaith88@gmail.com

Leland Stepney (*Low-Income Organization*)

Housing Director at Phoenix Programs, Inc.
90 E. Leslie Lane
Columbia, MO 65202
Phone: (573) 875-8880
lstepney@phoenixprogramsinc.org

Lester Woods, Jr., Bishop (*Low-Income Organization*)

Urban Empowerment Ministries
2404 Industrial Drive
Columbia, MO 65202
Phone: (573) 474-3163
Phone: (573) 751-2859
Lester.WoodsJr@modot.mo.gov

Job Point Staff Liaisons:

Gary Taylor, Director of YB, Trades & Housing
400 Wilkes Boulevard
Columbia, MO 65201
Phone (573) 777-1584
garyt@jobpointmo.org

Brian Shannon, Assistant Director for Construction
400 Wilkes Boulevard
Columbia, MO 65201
Phone (573) 449-3431 x3210
brains@jobpointmo.org



JOB POINT
BOARD OF DIRECTORS
2016 - 2017

OFFICERS / EXECUTIVE TEAM

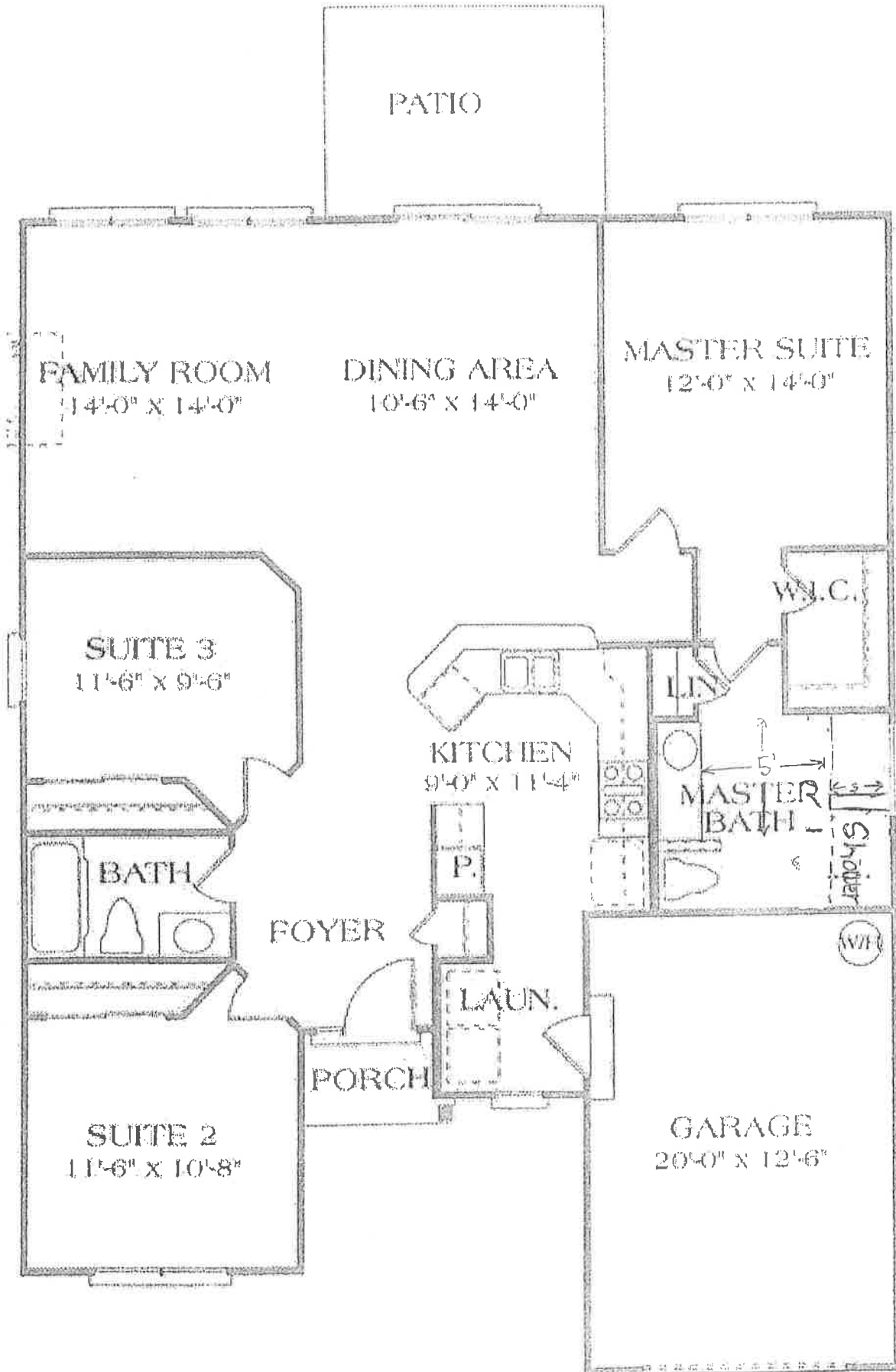
- 2016 **Chuck Bowman, Chair**
President, Monarch Title Company
111 East Broadway, Suite 100
Columbia, MO 65203
Phone: (573)441-0725
Email: Chuck@monarchtitle.com
- 2016 **John Mullette, Vice-Chair**
GM, Culligan Water Conditioning
1801 Commerce Court
Columbia, MO 65202
Phone: (573)874-6147
Fax: (573)442-1708
Email: jlmullette@culliganmidmo.com
- 2017 **Erica Pefferman, Treasurer**
Publisher, The Busioness Times Company
2001 Corporate Place
Columbia, MO 65202
Phone: (573)499-1830
E-mail: Erica@businesstimescompany.com
- 2017 **Amanda Wooden, Secretary**
Executive Director, Center for Career
and Professional Development
Stephens College
1200 E. Broadway
Columbia, MO 65215
Phone: (573)876-7109
Email: awooden@stephens.edu
- 2016 **Matt Garrett, Past Chair**
Director of Audience Development, KOMU
5550 Hwy 63 South
Columbia, MO 65203
Phone: (573) 884-3269
Fax: (573) 884-8888
Email: GarrettM@missouri.edu
- 2018 **Ben Falby, Member at Large**
Production Manager
True/False Film Festival
207 Hirth Ave.
Columbia, MO 65203
Phone: (573)355-0686
Email: bvfalby@gmail.com
- 2017 **Tina Workman, Past Chair**
Vice President, Accounting/Assistant Treasurer
Shelter Insurance Company
1817 West Broadway
Columbia, MO 65203
Phone: (573)214-4574
Fax: (573)446-5730
Email: tworkman@shelterinsurance.com

JOB POINT BOARD OF DIRECTORS --MEMBERS

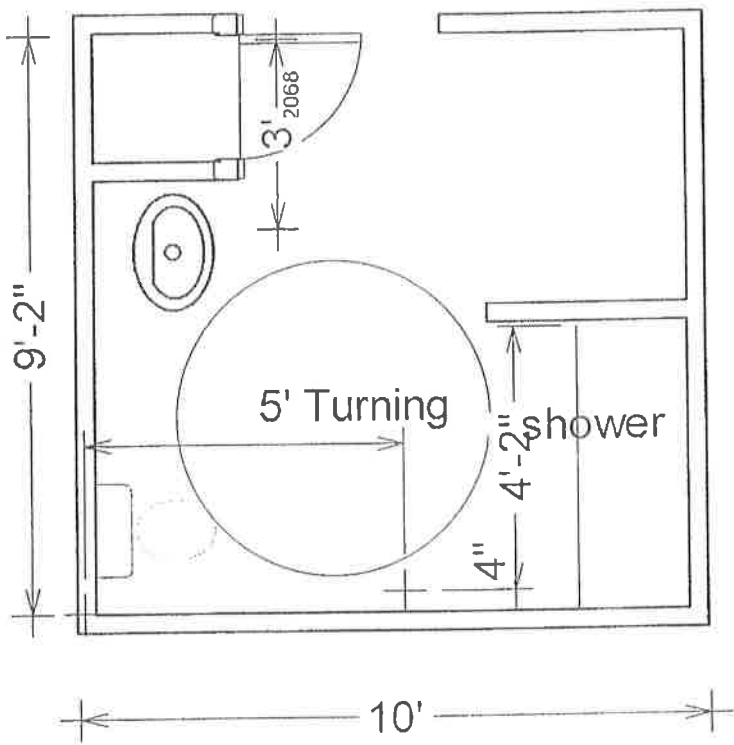
- 2017 **Nick Allen**
Owner, Manor Roofing & Restoration
6601 Stephens Station Road, Suite 111
Columbia, MO 65202
Phone: (573) 445-4770
Cell Phone: (573) 673-7967
Fax: (573) 445-2066
Email: nallen@exploremanor.com
- 2017 **Greg Berg, Senior Vice President**
Central Trust & Investment Company
720 E. Broadway
Columbia, MO 65201
Phone: (573)874-8491
Email: greg.berg@centraltrust.net
- 2017 **Tom Harrison, Shareholder**
Van Matre, Harrison, Hollis & Taylor
4122 S. Brock Ridge Road (home)
Columbia, MO 65201
Phone: (573) 874-7777
Email: tom@vanmatre.com
- 2018 **Linda Hays, Marketing Manager**
Columbia Daily Tribune
101 N. Fourth St.
Columbia, MO 65201
Phone: (573) 356-7139
Email: lhays@columbiatribune.com
- 2018 **Rod Kelly, Retired**
Columbia Public Schools
1012 Belleview Ct.
Columbia, MO 65203
Cell: (573)356-6049
Home: (573)442-4689
Email: rqk1950@yahoo.com
- 2018 **Gary Lee, CTO**
Veterans United Home Loans
1400 Veterans United Drive
Columbia, MO 65203
Work: (573)876-2600 x3548
Cell: (573)268-2014
Email: gary@vu.com
- 2018 **Lakeela Mings, Information Specialist**
Columbia Chamber of Commerce
300 S. Providence
Columbia, MO 65203
Phone: (573)874-1132
Cell: (573)268-8276
Email: lakemings@yahoo.com
- 2018 **Eric Morrison, Columbia Market Pres.**
Providence Bank
3855 Forum Blvd.
Columbia, MO 65203
Phone: (573)447-8707
Cell: (573)999-3107
Fax: (573)449-2801
Email: emorrison@myprovidencebank.com
- 2018 **Alexander Plummer, Underwriter**
State Farm Insurance
307 Port Way
Columbia, MO 65201
Phone: (573)499-3373
Email: pluma78@gmail.com
- 2018 **Andrew Popplewell, Partner**
Eng and Woods Law Firm
903 E. Ash St.
Columbia, MO 65201
Phone: (573)874-4190
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Sources and Uses of Funds 107 Lynn St. - Form X

Development Sources of Funds			Development Uses of Funds	
Total Sources		% of costs	Acquisition & General Requirements	
City HOME CHDO	\$ 22,500		Lot/Land	
Private Financing			Permits	
CHDO Equity	\$ 98,500		Labor	\$ 20,000
			Surveys/Appraisals	\$ 600
			Temporary Facilities/Utilities	\$ 500
			Equipment Rental	\$ 400
			Insurance	\$ 1,500
			Plans/Architect	\$ -
			Interest/Bank Fees	\$ -
			Realtor Fees	\$ 3,000
			Advertising & Sales	\$ 170
			Legal Fees	
			Developer Fees	\$ 13,310
			Other Fees	\$ 100
			Maint/ Clean-up	\$ 200
Total	\$ 121,000		Total Acq/General Req.	\$ 39,780
			Sitework	
			Site Preparation	\$ 400
			Earthwork/Excavation	\$ 2,400
			Sewer	\$ 500
			Utilities Installation	\$ 500
			Landscaping	\$ 300
			Total Sitework	\$ 4,100
			Concrete	
			Reinforcement	\$ 500
			Rock	\$ 720
			Footings/Foundations	\$ 2,500
			Flatwork	\$ 3,000
			Total Concrete	\$ 6,720
			Carpentry/millwork	
			Rough Carpentry	\$ 15,000
			Trusses/Pre-Fabs	\$ 4,200
			Finish Carpentry	\$ 2,000
			Total Wood	\$ 21,200
			Thermal & Moisture	
			Insulation	\$ 2,800
			Shingles/Roofing	\$ 4,400
			Gutters	\$ 600
			Siding	\$ 4,300
			Soffit/Fascia	\$ 1,000
			Total Thermal/Moisture	\$ 13,100
			Doors and Windows	
			Exterior Entrance Doors	\$ 2,000
			Interior Pre-Hung Doors	\$ 1,100
			Patio Doors	\$ 200
			Garage Door(s)	\$ 900
			Windows	\$ 1,100
			Hardware	\$ 300
			Total Doors and Windows	\$ 5,600
			Finishes	
			Drywall	\$ 6,700
			Vinyl	
			Tile	\$ 1,000
			Carpet	\$ 1,500
			Painting Interior	\$ 1,200
			Painting Exterior	
			Total Finishes	\$ 10,400
			Equipment	
			Appliance kitchen	\$ 1,700
			Appliance laundry	\$ 700
			Total Equipment	\$ 2,400
			Furnishings	
			Cabinets	\$ 1,900
			Countertops	\$ 500
			Sinks	\$ 200
			Mirrors	\$ 200
			Total Furnishings	\$ 2,800
			Mechanical	
			Plumbing	\$ 8,000
			HVAC	4,900
			ERV	0
			Other exhaust fans	200
			Total Mechanical	13,100
			Electrical	
			Service & Distribution	500
			Lighting	700
			Communications	200
			Fixtures	400
			Total Electrical	1,800
			Developer Fee (15% max)	
			Total Development Costs	121,000



Master Bath





COLUMBIA COMMUNITY LAND TRUST
GROUND LEASE
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- Exhibit DEED
- Exhibit PERMITTED MORTGAGES
- Exhibit FIRST REFUSAL
- Exhibit INITIAL APPRAISAL
- Exhibit ZONING

Other Exhibits to be Attached, as Appropriate

- Exhibit RESTRICTIONS

THIS LEASE (“this Lease” or “the Lease”) entered into this _____ day of _____, 20____, between Columbia Community Land Trust (hereinafter “CLT” or “the CLT”) and _____ (“Homeowner”).

RECITALS

- A.** The CLT is organized exclusively for charitable purposes, including the purpose of providing homeownership opportunities for low- and moderate-income people who would otherwise be unable to afford homeownership.
- B.** A goal of the CLT is to preserve affordable homeownership opportunities through the long-term leasing of land under owner-occupied homes.
- C.** The Leased Land described in this Lease has been acquired and is being leased by the CLT in furtherance of this goal.
- D.** The Homeowner shares the purposes of the CLT and has agreed to enter into this Lease not only to obtain the benefits of homeownership, but also to further the charitable purposes of the CLT.
- E.** Homeowner and CLT recognize the special nature of the terms of this Lease, and each of them accepts these terms, including those terms that affect the marketing and resale price of the property now being purchased by the Homeowner.
- F.** Homeowner and CLT agree that the terms of this Lease further their shared goals over an extended period of time and through a succession of owners.

NOW THEREFORE, Homeowner and CLT agree on all of the terms and conditions of this Lease as set forth below.

DEFINITIONS: Homeowner and CLT agree on the following definitions of key terms used in this Lease.

Leased Land: the parcel of land, described in Exhibit: LEASED LAND, which is leased to the Homeowner.

Home: the residential structure and other permanent improvements located on the Leased Land and owned by the Homeowner, including both the original Home described in Exhibit: DEED, and all permanent improvements added thereafter by Homeowner at Homeowner’s expense.

Base Price: the total price that is paid for the Home by the Homeowner (including the amount provided by a first mortgage loan but not including subsidy in the form of deferred loans to the Homeowner).

Purchase Option Price: the maximum price the Homeowner is allowed to receive for the sale of the Home and the Homeowner’s right to possess, occupy and use the Leased Land, as defined in Article 10 of this Lease.

Lease Fee: The monthly fee that the Homeowner pays to the CLT for the continuing use of the Leased Land and any additional amounts that the CLT charges to the Homeowner for reasons permitted by this Lease.

Permitted Mortgage: A mortgage or deed of trust on the Home and the Homeowner’s right to possess, occupy and use the Leased Land granted to a lender by the Homeowner with the CLT’s Permission. The Homeowner may not mortgage the CLT’s interest in the Leased Land, and may not grant any mortgage or deed of trust without CLT’s Permission.

Event of Default: Any violation of the terms of the Lease unless it has been corrected (“cured”) by Homeowner or the holder of a Permitted Mortgage in the specified period of time after a written Notice of Default has been given by CLT.

ARTICLE 1: Homeowner’s Letter of Agreement and Attorney’s Letter of Acknowledgment are Attached as Exhibits.

Attached as Exhibit HOMEOWNER’S LETTER OF AGREEMENT AND ATTORNEY’S LETTER OF ACKNOWLEDGMENT and made part of this Lease by reference are a Letter of Agreement from the Homeowner, describing the Homeowner’s understanding and acceptance of this Lease (including the parts of the Lease that affect the resale of the Home) and a Letter of Acknowledgment from the Homeowner’s attorney, describing the attorney’s review of the Lease with the Homeowner.

ARTICLE 2: Leasing of Rights to the Land

2.1 CLT LEASES THE LAND TO HOMEOWNER: The CLT hereby leases to the Homeowner, and Homeowner hereby accepts, the right to possess, occupy and use the Leased Land (described in the attached Exhibit LEASED LAND) in accordance with the terms of this Lease. CLT has furnished to Homeowner a copy of the most current title report, if any, obtained by CLT for the Leased Land, and Homeowner accepts title to the Leased Land in its condition “as is” as of the signing of this Lease.

2.2 MINERAL RIGHTS NOT LEASED TO HOMEOWNER: CLT does not lease to Homeowner the right to remove from the Leased Land any minerals lying beneath the Leased Land’s surface. Ownership of such minerals remains with the CLT, but the CLT shall not remove any such minerals from the Leased Land without the Homeowner’s written permission.

ARTICLE 3: Term of Lease, Change of Land Owner

3.1 TERM OF LEASE IS 99 YEARS: This Lease shall remain in effect for 99 years, beginning on the ___ day of _____, 20___, and ending on the _____ day of _____, 20___, unless ended sooner or renewed as provided below.

3.2 HOMEOWNER CAN RENEW LEASE FOR ANOTHER 99 YEARS: Homeowner may renew this Lease for one additional period of 99 years. The CLT may change the terms of the Lease for the renewal period prior to the beginning of the renewal period but only if these changes do not materially and adversely interfere with the rights possessed by Homeowner under the Lease. Not more than 365 nor less than 180 days before the last day of the first 99-year period, CLT shall give Homeowner a written notice that states the date of the expiration of the first 99-year period and the conditions for renewal as set forth in the following paragraph (“the Expiration Notice”). The Expiration Notice shall also describe any changes that CLT intends to make in the Lease for the renewal period as permitted above.

The Homeowner shall then have the right to renew the Lease only if the following conditions are met: (a) within 60 days of receipt of the Expiration Notice, the Homeowner shall give CLT written notice stating the Homeowner’s desire to renew (“the Renewal Notice”); (b) this Lease shall be in effect on the last day of the original 99-year term, and (c) the Homeowner shall not be in default under this Lease or under any Permitted Mortgage on the last day of the original 99-year term.

When Homeowner has exercised the option to renew, Homeowner and CLT shall sign a memorandum stating that the option has been exercised. The memorandum shall comply with the requirements for

a notice of lease as stated in Section 14.12 below. The CLT shall record this memorandum in accordance with the requirements of law promptly after the beginning of the renewal period.

3.3 WHAT HAPPENS IF CLT DECIDES TO SELL THE LEASED LAND: If ownership of the Leased Land is ever transferred by CLT (whether voluntarily or involuntarily) to any other person or institution, this Lease shall not cease, but shall remain binding on the new land-owner as well as the Homeowner. If CLT agrees to transfer the Leased Land to any person or institution other than a non-profit corporation, charitable trust, government agency or other similar institution sharing the goals described in the Recitals above, the Homeowner shall have a right of first refusal to purchase the Leased Land. The details of this right shall be as stated in the attached Exhibit FIRST REFUSAL. Any sale or other transfer contrary to this Section 3.3 shall be null and void.

ARTICLE 4: Use of Leased Land

4.1 HOMEOWNER MAY USE THE HOME ONLY FOR RESIDENTIAL AND RELATED PURPOSES:

Homeowner shall use, and allow others to use, the Home and Leased Land only for residential purposes and any activities related to residential use that were permitted by local zoning law when the Lease was signed, as indicated in the attached Exhibit ZONING.

4.2 HOMEOWNER MUST USE THE HOME AND LEASED LAND RESPONSIBLY AND IN COMPLIANCE WITH THE LAW: Homeowner shall use the Home and Leased Land in a way that will not cause harm to others or create any public nuisance. Homeowner shall dispose of all waste in a safe and sanitary manner. Homeowner shall maintain all parts of the Home and Leased Land in safe, sound and habitable condition, in full compliance with all laws and regulations, and in the condition that is required to maintain the insurance coverage required by Section 9.4 of this Lease.

4.3 HOMEOWNER IS RESPONSIBLE FOR USE BY OTHERS: Homeowner shall be responsible for the use of the Home and Leased Land by all residents and visitors and anyone else using the Leased Land with Homeowner's permission and shall make all such people aware of the restrictions on use set forth in this Lease.

4.4 HOMEOWNER MUST OCCUPY THE HOME FOR AT LEAST TEN MONTHS EACH YEAR: Homeowner shall occupy the Home for at least ten (10) months of each year of this Lease, unless otherwise agreed by CLT. Occupancy by Homeowner's child, spouse, domestic partner or other persons approved by CLT shall be considered occupancy by Homeowner. Neither compliance with the occupancy requirement nor CLT's permission for an extended period of non-occupancy constitutes permission to sublease the Leased Land and Home, which is addressed in Section 4.5 below.

4.5 LEASED LAND MAY NOT BE SUBLEASED WITHOUT CLT'S PERMISSION: Except as otherwise provided in Article 8 and Article 10, Homeowner shall not sublease, sell or otherwise convey any of Homeowner's rights under this Lease, for any period of time, without the written permission of CLT. Homeowner agrees that CLT shall have the right to withhold such consent in order to further the purposes of this Lease.

If permission for subleasing is granted, the sublease shall be subject to the following conditions.

- a) Any sublease shall be subject to all of the terms of this Lease.
- b) The rental or occupancy fee charged the sub-lessee shall not be more than the amount of the Lease Fee charged the Homeowner by the CLT, plus an amount approved by CLT to cover Homeowner's costs in owning the Home, including but not limited to the cost of taxes, insurance and mortgage interest.

4.6 CLT HAS A RIGHT TO INSPECT THE LEASED LAND: The CLT may inspect any part of the Leased Land except the interiors of fully enclosed buildings, at any reasonable time, after notifying the Homeowner at least 48 hours before the planned inspection. No more than one (1) regular inspection may be carried out in a single year, except in the case of an emergency. In an emergency, the CLT may inspect any part of the Leased Land including the interiors of fully enclosed buildings, after making reasonable efforts to inform the Homeowner before the inspection.

If the CLT has received an Intent-To-Sell Notice (as described in Section 10.4 below), then the CLT has the right to inspect the interiors of all fully enclosed buildings to determine their condition prior to the sale. The CLT must notify the Homeowner at least 48 hours before carrying out such inspection.

4.7 HOMEOWNER HAS A RIGHT TO QUIET ENJOYMENT: Homeowner has the right to quiet enjoyment of the Leased Land. The CLT has no desire or intention to interfere with the personal lives, associations, expressions, or actions of the Homeowner in any way not permitted by this Lease.

ARTICLE 5: Lease Fee

5.1 AMOUNT OF LEASE FEE: The Homeowner shall pay a monthly Lease Fee in the amount of thirty dollars (\$30.00) to be paid in return for the continuing right to possess, occupy and use the Leased Land, plus (b) a Repair Reserve Fee of \$10 to be held by the CLT and used for the purpose of preserving the physical quality of the Home for the long term in accordance with Section 7.6 below.

5.2 WHEN THE LEASE FEE IS TO BE PAID (DUE DATE): The Lease Fee shall be payable to CLT on the first day of each month for as long as this Lease remains in effect, unless the Lease Fee is to be escrowed and paid by a Permitted Mortgagee, in which case payment shall be made as directed by that Mortgagee.

5.3 HOW THE AMOUNT OF THE LEASE FEE HAS BEEN DETERMINED: The amount of the Land Use Fee stated in Section 5.1 above has been determined as follows. First, the approximate monthly fair rental value of the Leased Land has been established, as of the beginning of the Lease term, recognizing that the fair rental value is reduced by certain restrictions imposed by the Lease on the use of the Land. Then the affordability of this monthly amount, plus the amount of the Repair Reserve Fee, for the Homeowner has been analyzed and, if necessary, the Land Use has been reduced to an amount considered to be affordable for Homeowner.

5.4 CLT MAY REDUCE OR SUSPEND THE LEASE FEE TO IMPROVE AFFORDABILITY: CLT may reduce or suspend the total amount of the Lease Fee for a period of time for the purpose of improving the affordability of the Homeowner's monthly housing costs. Any such reduction or suspension must be in writing and signed by CLT.

5.5 FEES MAY BE INCREASED FROM TIME TO TIME: The CLT may increase the amount of the Land Use Fee and/or the Repair Reserve Fee from time to time, but not more often than once every fifth (5th) year. Each time such amounts are increased, the total percentage of increase since the date this Lease was signed shall not be greater than the percentage of increase, over the same period of time, in Area Median Income (AMI) for the City of Columbia Missouri.

5.6 LAND USE FEE WILL BE INCREASED IF RESTRICTIONS ARE REMOVED: If, for any reason, the provisions of Article 10 regarding transfers of the Home or Sections 4.4 and 4.5 regarding occupancy and subleasing are suspended or invalidated for any period of time, then during that time the Land Use Fee shall be increased to an amount calculated by CLT to equal the fair rental value of the Leased

Land for use not restricted by the suspended provisions, but initially an amount not exceeding five hundred dollars (\$500). Such increase shall become effective upon CLT's written notice to Homeowner. Thereafter, for so long as these restrictions are not reinstated in the Lease, the CLT may, from time to time, further increase the amount of such Land Use Fee, provided that the amount of the Land Use Fee does not exceed the fair rental value of the property, and provided that such increases do not occur more often than once every year.

5.7 IF PAYMENT IS LATE, \$5.00 PER DAY LATE FEE MAY BE CHARGED: If the CLT has not received any monthly installment of the Lease Fee on or before the date on which the such installment first becomes payable under this Lease (the "Due Date"), the CLT may, at its sole discretion, assess a late fee in the amount of five dollars (\$5.00) for every day that the Lease Fee is delinquent until the total amount due is paid in full.

5.8 CLT CAN COLLECT UNPAID FEES WHEN HOME IS SOLD: In the event that any amount of payable Lease Fee remains unpaid when the Home is sold, the outstanding amount of payable Lease Fee, including any interest as provided above, shall be paid to CLT out of any proceeds from the sale that would otherwise be due to Homeowner. The CLT shall have, and the Homeowner hereby consents to, a lien upon the Home for any unpaid Lease Fee. Such lien shall be prior to all other liens and encumbrances on the Home except (a) liens and encumbrances recorded before the recording of this Lease, (b) Permitted Mortgages as defined in section 8.1 below; and (c) liens for real property taxes and other governmental assessments or charges against the Home.

ARTICLE 6: Taxes and Assessments

6.1 HOMEOWNER IS RESPONSIBLE FOR PAYING ALL TAXES AND ASSESSMENTS: Homeowner shall pay directly, when due, all taxes and governmental assessments that relate to the Home and the Leased Land (including any taxes relating to the CLT's interest in the Leased Land).

6.2 CLT WILL PASS ON ANY TAX BILLS IT RECEIVES TO HOMEOWNER: In the event that the local taxing authority bills CLT for any portion of the taxes on the Home or Leased Land, CLT shall pass the bill to Homeowner and Homeowner shall promptly pay this bill.

6.3 HOMEOWNER HAS A RIGHT TO CONTEST TAXES: Homeowner shall have the right to contest the amount or validity of any taxes relating to the Home and Leased Land. Upon receiving a reasonable request from Homeowner for assistance in this matter, CLT shall join in contesting such taxes. Homeowner shall pay all costs of such proceedings.

6.4 IF HOMEOWNER FAILS TO PAY TAXES, CLT MAY INCREASE LEASE FEE: In the event that Homeowner fails to pay the taxes or other charges described in Section 6.1 above, CLT may increase Homeowner's Lease Fee to offset the amount of taxes and other charges owed by Homeowner. Upon collecting any such amount, CLT shall pay the amount collected to the taxing authority in a timely manner.

6.5 PARTY THAT PAYS TAXES MUST SHOW PROOF: When either party pays taxes relating to the Home or Leased Land, that party shall furnish satisfactory evidence of the payment to the other party. A photocopy of a receipt shall be the usual method of furnishing such evidence.

ARTICLE 7: The Home

7.1 HOMEOWNER OWNS THE HOUSE AND ALL OTHER IMPROVEMENTS ON THE LEASED LAND: All structures, including the house, fixtures, and other improvements purchased, constructed, or

installed by the Homeowner on any part of the Leased Land at any time during the term of this Lease (collectively, the "Home") shall be property of the Homeowner. Title to the Home shall be and remain vested in the Homeowner. However, Homeowner's rights of ownership are limited by certain provisions of this Lease, including provisions regarding the sale or leasing of the Home by the Homeowner and the CLT's option to purchase the Home. In addition, Homeowner shall not remove any part of the Home from the Leased Land without CLT's prior written consent.

7.2 HOMEOWNER PURCHASES HOME WHEN SIGNING LEASE: Upon the signing of this Lease, Homeowner is simultaneously purchasing the Home located at that time on the Leased Land, as described in the Deed, a copy of which is attached to this Lease as Exhibit: DEED.

7.3 CONSTRUCTION CARRIED OUT BY HOMEOWNER MUST COMPLY WITH CERTAIN REQUIREMENTS: Any construction in connection with the Home is permitted only if the following requirements are met: (a) all costs shall be paid for by the Homeowner; (b) all construction shall be performed in a professional manner and shall comply with all applicable laws and regulations; (c) all changes in the Home shall be consistent with the permitted uses described in Article 4; (d) material or structural changes to the Home's footprint, square-footage, or height of the house shall not be increased and rooms reconfigured or interior walls modified and new structures shall not be built or installed on the Leased Land without the prior written consent of CLT.

For any construction requiring CLT's prior written consent, Homeowner shall submit a written request to the CLT. Such request shall include:

- a) a written statement of the reasons for undertaking the construction;
- b) a set of drawings (floor plan and elevations) showing the dimensions of the proposed construction;
- c) a list of the necessary materials, with quantities needed;
- d) a statement of who will do the work;

If the CLT finds it needs additional information it shall request such information from Homeowner within two weeks of receipt of Homeowner's request. The CLT then, within two weeks of receiving all necessary information (including any additional information it may have requested) shall give Homeowner either its written consent or a written statement of its reasons for not consenting. Before construction can begin, Homeowner shall provide CLT with copies of all necessary building permits, if not previously provided.

7.4 HOMEOWNER MAY NOT ALLOW STATUTORY LIENS TO REMAIN AGAINST LEASED LAND OR HOME: No lien of any type shall attach to the CLT's title to the Leased Land. Homeowner shall not permit any statutory or similar lien to be filed against the Leased Land or the Home that remains more than 60 days after it has been filed. Homeowner shall take action to discharge such lien, whether by means of payment, deposit, bond, court order, or other means permitted by law. If Homeowner fails to discharge such lien within the 60-day period, then Homeowner shall immediately notify CLT of such failure. CLT shall have the right to discharge the lien by paying the amount in question. Homeowner may, at Homeowner's expense, contest the validity of any such asserted lien, provided Homeowner has furnished a bond or other acceptable surety in an amount sufficient to release the Leased Land from such lien. Any amounts paid by CLT to discharge such liens shall be treated as an additional Lease Fee payable by Homeowner upon demand.

7.5 HOMEOWNER IS RESPONSIBLE FOR SERVICES, MAINTENANCE AND REPAIRS: Homeowner hereby assumes responsibility for furnishing all services or facilities on the Leased Land, including but not limited to heat, electricity, air conditioning and water. CLT shall not be required to furnish any services or facilities or to make any repairs to the Home. Homeowner shall maintain the Home and Leased Land as required by Section 4.2 above and shall see that all necessary repairs and replacements are accomplished when needed.

7.6 A REPAIR RESERVE FUND IS ESTABLISHED TO SUPPORT FUTURE REPAIRS AND REPLACEMENTS: In an effort to ensure that the physical quality of the Home will be preserved for the long term, a stewardship fee shall be collected from Homeowner as a component of the Lease Fee, as provided in Section 5.1 above, and shall be held by the CLT in a Repair and Replacement Reserve Fund. A separate Repair and Replacement Reserve Fund shall be maintained by the CLT for each Home and shall remain with the Home, rather than with Homeowner, when the Home is sold. The Reserve Fund for a Home may be supplemented, at the discretion of the CLT, through an allocation of some portion of the Transfer Fee collected by the CLT upon the initial purchase and/or the resale of the Home as provided in Section 10.12 and/or from other resources.

The Repair and Replacement Reserve Fund shall be used, at the discretion of the CLT, to pay for major repairs or replacements that become necessary as a result of aging or obsolescence. The Fund shall not be used to pay for repairs or replacements that are needed as a result of neglect or misuse or that are desired by Homeowner only for aesthetic reasons.

The Homeowner may request release of funds from the reserve for use in accomplishing such repairs or replacements, and the CLT may grant such requests if it determines that the requested use is needed to preserve the quality of the Home, and that the need is not a result of Homeowner's neglect or misuse, and that the Reserve is sufficiently funded to cover the cost in question.

The Homeowner may also request release of funds from the Reserve to cover costs of repairs for which Homeowner is responsible at the time Homeowner sells the Home, in accordance with section 10.13 below. CLT, at its discretion, may agree to release funds from the Reserve for such purpose, but only if such repairs have become necessary as a result of aging or obsolescence, not as a result of neglect or misuse, and only if the Reserve is sufficiently funded to cover the costs in question.

7.7 WHEN LEASE ENDS, OWNERSHIP REVERTS TO CLT, WHICH SHALL REIMBURSE HOMEOWNER: Upon the expiration or termination of this Lease, ownership of the Home shall revert to CLT. Upon thus assuming title to the Home, CLT shall promptly pay Homeowner and Permitted Mortgagee(s), as follows:

FIRST, CLT shall pay any Permitted Mortgagee(s) the full amount owed to such mortgagee(s) by Homeowner;

SECOND, CLT shall pay the Homeowner the balance of the Purchase Option Price calculated in accordance with Article 10 below, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed to the CLT under the terms of this Lease. The Homeowner shall be responsible for any costs necessary to clear any additional liens or other charges related to the Home that may be assessed against the Home. If the Homeowner fails to clear such liens or charges, the balance due the Homeowner shall also be reduced by the amount necessary to release such liens or charges, including reasonable attorney's fees incurred by the CLT.

ARTICLE 8: Financing

8.1 HOMEOWNER CANNOT MORTGAGE THE HOME WITHOUT CLT's PERMISSION: The Homeowner may mortgage the Home only with the written permission of CLT. Any mortgage or deed of trust permitted in writing by the CLT is defined as a Permitted Mortgage, and the holder of such a mortgage or deed of trust is defined as a Permitted Mortgagee.

8.2 BY SIGNING LEASE, CLT GIVES PERMISSION FOR ORIGINAL MORTGAGE. By signing this Lease, CLT gives written permission for any mortgage or deed of trust signed by the Homeowner effective on the day this Lease is signed for the purpose of financing Homeowner's purchase of the Home.

8.3 CLT MUST GET SPECIFIC PERMISSION FOR REFINANCING OR OTHER SUBSEQUENT MORTGAGES. If, at any time subsequent to the purchase of the Home and signing of the Lease, the Homeowner seeks a loan that is to be secured by a mortgage on the Home (to refinance an existing Permitted Mortgage or to finance home repairs or for any other purpose), Homeowner must inform CLT, in writing, of the proposed terms and conditions of such mortgage loan at least 30 days prior to the expected closing of the loan. The information to be provided to the CLT must include:

- a) the name of the proposed lender;
- b) Homeowner's reason for requesting the loan;
- c) the principal amount of the proposed loan and the total mortgage debt that will result from the combination of the loan and existing mortgage debt, if any;
- d) expected closing costs;
- e) the rate of interest;
- f) the repayment schedule;
- g) a copy of the appraisal commissioned in connection with the loan request.

CLT may also require Homeowner to submit additional information. CLT will not permit such a mortgage loan if the loan increases Homeowner's total mortgage debt to an amount greater than 80% of the then current Purchase Option Price, calculated in accordance with Article 10 below, or if the terms of the transaction otherwise threaten the interests of either the Homeowner or the CLT.

8.4 CLT IS REQUIRED TO PERMIT A "STANDARD PERMITTED MORTGAGE." The CLT shall be required to permit any mortgage for which the mortgagee has signed a "Standard Permitted Mortgage Agreement" as set forth in "Exhibit: Permitted Mortgages, Part C," and for which the loan secured thereby does not increase Homeowner's total mortgage debt to an amount greater than ___% of the then current Purchase Option Price, calculated in accordance with Article 10 below.

8.5 A PERMITTED MORTGAGEE HAS CERTAIN OBLIGATIONS UNDER THE LEASE. Any Permitted Mortgagee shall be bound by each of the requirements stated in "Exhibit: Permitted Mortgages, Part A, Obligations of Permitted Mortgagee," which is made a part of this Lease by reference, unless the particular requirement is removed, contradicted or modified by a Rider to this Lease signed by the Homeowner and the CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

8.6 A PERMITTED MORTGAGEE HAS CERTAIN RIGHTS UNDER THE LEASE. Any Permitted Mortgagee shall have all of the rights and protections stated in "Exhibit: Permitted Mortgages, Part B, Rights of Permitted Mortgagee," which is made a part of this Lease by reference.

8.7 IN THE EVENT OF FORECLOSURE, ANY PROCEEDS IN EXCESS OF THE PURCHASE OPTION PRICE WILL GO TO CLT. Homeowner and CLT recognize that it would be contrary to the purposes of this agreement if Homeowner could receive more than the Purchase Option Price as the result of the

foreclosure of a mortgage. Therefore, Homeowner hereby irrevocably assigns to CLT all net proceeds of sale of the Home that would otherwise have been payable to Homeowner and that exceed the amount of net proceeds that Homeowner would have received if the property had been sold for the Purchase Option Price, calculated as described in Section 10.10 below. Homeowner authorizes and instructs the Permitted Mortgagee, or any party conducting any sale, to pay such excess amount directly to CLT. If, for any reason, such excess amount is paid to Homeowner, Homeowner hereby agrees to promptly pay such amount to CLT.

ARTICLE 9: Liability, Insurance, Damage and Destruction, Eminent Domain

9.1 HOMEOWNER ASSUMES ALL LIABILITY. Homeowner assumes all responsibility and liability related to Homeowner's possession, occupancy and use of the Leased Land.

9.2 HOMEOWNER MUST DEFEND CLT AGAINST ALL CLAIMS OF LIABILITY. Homeowner shall defend, indemnify and hold CLT harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Land. Homeowner waives all claims against CLT for injury or damage on or about the Leased Land. However, CLT shall remain liable for injury or damage due to the grossly negligent or intentional acts or omissions of CLT or CLT's agents or employees.

9.3 HOMEOWNER MUST REIMBURSE CLT. In the event the CLT shall be required to pay any sum that is the Homeowner's responsibility or liability, the Homeowner shall reimburse the CLT for such payment and for reasonable expenses caused thereby.

9.4 HOMEOWNER MUST INSURE THE HOME AGAINST LOSS AND MUST MAINTAIN LIABILITY INSURANCE ON HOME AND LEASED LAND. Homeowner shall, at Homeowner's expense, keep the Home continuously insured against "all risks" of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Home, and in any event in an amount that will not incur a coinsurance penalty. The amount of such insured replacement value must be approved by the CLT prior to the commencement of the Lease. Thereafter, if the CLT determines that the replacement value to be insured should be increased, the CLT shall inform the Homeowner of such required increase at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. If Homeowner wishes to decrease the amount of replacement value to be insured, Homeowner shall inform the CLT of the proposed change at least 30 days prior to the time such change would take effect. The change shall not take effect without CLT's approval.

Should the Home lie in a flood hazard zone as defined by the National Flood Insurance Plan, the Homeowner shall keep in full force and effect flood insurance in the maximum amount available.

The Homeowner shall also, at its sole expense, maintain in full force and effect public liability insurance covering the Home and the Leased Land using ISO Form HO 00 03 or its equivalent in the amount of _____ dollars (\$ _____) per occurrence and in the aggregate. The CLT shall be named as an additional insured using ISO Form HO 04 41 or its equivalent, and certificates of insurance shall be delivered to the CLT prior to the commencement of the Lease and at each anniversary date thereof.

The dollar amounts of such coverage may be increased from time to time at the CLT's request but not more often than once in any one-year period. CLT shall inform the Homeowner of such required

increase in coverage at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. The amount of such increase in coverage shall be based on current trends in homeowner's liability insurance coverage in the area in which the Home is located.

9.5 WHAT HAPPENS IF HOME IS DAMAGED OR DESTROYED. Except as provided below, in the event of fire or other damage to the Home, Homeowner shall take all steps necessary to assure the repair of such damage and the restoration of the Home to its condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible. Homeowner shall also promptly take all steps necessary to assure that the Leased Land is safe and that the damaged Home does not constitute a danger to persons or property.

If Homeowner, based on professional estimates, determines either (a) that full repair and restoration is physically impossible, or (b) that the available insurance proceeds will pay for less than the full cost of necessary repairs and that Homeowner cannot otherwise afford to cover the balance of the cost of repairs, then Homeowner shall notify CLT of this problem, and CLT may then help to resolve the problem. Methods used to resolve the problem may include efforts to increase the available insurance proceeds, efforts to reduce the cost of necessary repairs, efforts to arrange affordable financing covering the costs of repair not covered by insurance proceeds, and any other methods agreed upon by both Homeowner and CLT.

If Homeowner and CLT cannot agree on a way of restoring the Home in the absence of adequate insurance proceeds, then Homeowner may give CLT written notice of intent to terminate the Lease. The date of actual termination shall be no less than 60 days after the date of Homeowner's notice of intent to terminate. Upon termination, any insurance proceeds payable to Homeowner for damage to the Home shall be paid as follows.

FIRST, to the expenses of their collection;

SECOND, to any Permitted Mortgagee(s), to the extent required by the Permitted Mortgage(s);

THIRD, to the expenses of enclosing or razing the remains of the Home and clearing debris;

FOURTH, to the CLT for any amounts owed under this Lease;

FIFTH, to the Homeowner, up to an amount equal to the Purchase Option Price, as of the day prior to the loss, less any amounts paid with respect to the second, third, and fourth clauses above;

SIXTH, the balance, if any, to the CLT.

9.6 WHAT HAPPENS IF SOME OR ALL OF THE LAND IS TAKEN FOR PUBLIC USE. If all of the Leased Land is taken by eminent domain or otherwise for public purposes, or if so much of the Leased Land is taken that the Home is lost or damaged beyond repair, the Lease shall terminate as of the date when Homeowner is required to give up possession of the Leased Land. Upon such termination, the entire amount of any award(s) paid shall be allocated in the way described in Section 9.5 above for insurance proceeds.

In the event of a taking of a portion of the Leased Land that does not result in damage to the Home or significant reduction in the usefulness or desirability of the Leased Land for residential purposes, then any monetary compensation for such taking shall be allocated entirely to CLT.

In the event of a taking of a portion of the Leased Land that results in damage to the Home only to such an extent that the Home can reasonably be restored to a residential use consistent with this Lease, then the damage shall be treated as damage is treated in Section 9.5 above, and monetary compensation shall be allocated as insurance proceeds are to be allocated under Section 9.5.

9.7 IF PART OF THE LAND IS TAKEN, THE LEASE FEE MAY BE REDUCED. In the event of any taking that reduces the size of the Leased Land but does not result in the termination of the Lease, CLT shall reassess the fair rental value of the remaining Land and shall adjust the Lease Fee if necessary to assure that the monthly fee does not exceed the monthly fair rental value of the Land for use as restricted by the Lease.

9.8 IF LEASE IS TERMINATED BY DAMAGE, DESTRUCTION OR TAKING, CLT WILL TRY TO HELP HOMEOWNER BUY ANOTHER CLT HOME. If this Lease is terminated as a result of damage, destruction or taking, CLT shall take reasonable steps to allow Homeowner to purchase another home on another parcel of leased land owned by CLT if such home can reasonably be made available. If Homeowner purchases such a home, Homeowner agrees to apply any proceeds or award received by Homeowner to the purchase of the home. Homeowner understands that there are numerous reasons why it may not be possible to make such a home available, and shall have no claim against CLT if such a home is not made available.

ARTICLE 10: Transfer of the Home

10.1 INTENT OF THIS ARTICLE IS TO PRESERVE AFFORDABILITY: Homeowner and CLT agree that the provisions of this Article 10 are intended to preserve the affordability of the Home for lower income households and expand access to homeownership opportunities for such households.

10.2 HOMEOWNER MAY TRANSFER HOME ONLY TO CLT OR QUALIFIED PERSONS: Homeowner may transfer the Home only to the CLT or an Income-Qualified Person as defined below or otherwise only as explicitly permitted by the provisions of this Article 10. All such transfers are to be completed only in strict compliance with this Article 10. Any purported transfer that does not follow the procedures set forth below, except in the case of a transfer to a Permitted Mortgagee in lieu of foreclosure, shall be null and void.

“Income-Qualified Person” shall mean a person or group of persons whose household income does not exceed eighty percent (80%) of the median household income for the applicable Standard Metropolitan Statistical Area or County as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development (HUD) or any successor.

10.3 THE HOME MAY BE TRANSFERRED TO CERTAIN HEIRS OF HOMEOWNER: If Homeowner can no longer occupy the home or if the Homeowner dies (or if the last surviving co-owner of the Home dies), the executor or personal representative of Homeowner’s estate shall notify CLT within ninety (90) days of the date of the death. Upon receiving such notice CLT shall consent to a transfer of the Home and Homeowner’s rights to the Leased Land to one or more of the possible heirs of Homeowner listed below as “a,” “b,” or “c,” provided that a Letter of Agreement and a Letter of Attorney’s Acknowledgement (as described in Article 1 above) are submitted to CLT to be attached to the Lease when it is transferred to the heirs.

- a) the spouse of the Homeowner; or
- b) the child or children of the Homeowner; or

- c) member(s) of the Homeowner's household who have resided in the Home for at least one year immediately prior to Homeowner's death and is able to document this full year of occupancy.

Any other heirs, legatees or devisees of Homeowner, in addition to submitting Letters of Agreement and Acknowledgment as provided above, must demonstrate to CLT's satisfaction that they are Income-Qualified Persons as defined above. If they cannot demonstrate that they are Income-Qualified Persons, they shall not be entitled to possession of the Home but must transfer the Home in accordance with the provisions of this Article 10.

10.4 HOMEOWNER'S NOTICE OF INTENT TO SELL: In the event that Homeowner wishes to sell Homeowner's Property, Homeowner shall notify CLT in writing of such wish (the Intent-to-Sell Notice). This Notice shall include a statement as to whether Homeowner wishes to recommend a prospective buyer as of the date of the Notice.

10.5 AFTER RECEIVING NOTICE, CLT SHALL COMMISSION AN APPRAISAL: No later than fifteen (15) days after CLT's receipt of Homeowner's Intent-to-Sell Notice, CLT shall commission a market valuation of the Leased Land and the Home (The Appraisal) to be performed by a duly licensed appraiser who is acceptable to CLT and Homeowner. CLT shall pay the cost of such Appraisal. The Appraisal shall be conducted by analysis and comparison of comparable properties as though title to Leased Land and Home were held in fee simple absolute by a single party, disregarding all of the restrictions of this Lease on the use, occupancy and transfer of the property. Copies of the Appraisal are to be provided to both CLT and Homeowner.

10.6 CLT HAS AN OPTION TO PURCHASE THE HOME. Upon receipt of an Intent-to-Sell Notice from Homeowner, CLT shall have the option to purchase the Home at the Purchase Option Price calculated as set forth below. The Purchase Option is designed to further the purpose of preserving the affordability of the Home for succeeding Income-Qualified Persons while taking fair account of the investment by the Homeowner.

If CLT elects to purchase the Home, the CLT shall exercise the Purchase Option by notifying Homeowner, in writing, of such election (the Notice of Exercise of Option) within thirty (30) days of the receipt of the Appraisal, or the Option shall expire. Having given such notice, CLT may either proceed to purchase the Home directly or may assign the Purchase Option to an Income-Qualified Person.

The purchase (by CLT or CLT's assignee) must be completed within forty-five (45) days of CLT's Notice of Exercise of Option, or Homeowner may sell the Home and Homeowner's rights to the Leased Land as provided in Section 10.7 below. The time permitted for the completion of the purchase may be extended by mutual agreement of CLT and Homeowner.

Homeowner may recommend to CLT a prospective buyer who is an Income-Qualified Person and is prepared to submit a Letter of Agreement indicating informed acceptance of the terms of this Lease. CLT shall make reasonable efforts to arrange for the assignment of the Purchase Option to such person, unless CLT determines that its charitable mission is better served by retaining the Home for another purpose or transferring the Home to another party.

10.7 IF PURCHASE OPTION EXPIRES, HOMEOWNER MAY SELL ON CERTAIN TERMS: If the Purchase Option has expired or if CLT has failed to complete the purchase within the sixty-day period allowed

by Section 10.6 above, Homeowner may sell the Home to any Income-Qualified Person for not more than the then applicable Purchase Option Price. If Homeowner has made diligent efforts to sell the Home for at least six months after the expiration of the Purchase Option (or six months after the expiration of such sixty-day period) and the Home still has not been sold, Homeowner may then sell the Home, for a price no greater than the then applicable Purchase Option Price, to any party regardless of whether that party is an Income-Qualified Person.

10.8 AFTER ONE YEAR CLT SHALL HAVE POWER OF ATTORNEY TO CONDUCT SALE: If CLT does not exercise its option and complete the purchase of Homeowner's Property as described above, and if Homeowner (a) is not then residing in the Home and (b) continues to hold Homeowner's Property out for sale but is unable to locate a buyer and execute a binding purchase and sale agreement within one year of the date of the Intent to Sell Notice, Homeowner does hereby appoint CLT its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the purposes of this Lease, sell the property, and pay to the Homeowner the proceeds of sale, minus CLT's costs of sale and any other sums owed CLT by Homeowner.

10.9 PURCHASE OPTION PRICE EQUALS LESSER OF APPRAISED VALUE OR FORMULA PRICE: In no event may the Home be sold for a price that exceeds the Purchase Option Price. The Purchase Option Price shall be the lesser of (a) the value of the combined value of the Leased Land and the Home, as determined by the Appraisal commissioned and conducted as provided in 10.5 above or (b) the price calculated in accordance with the formula described below (the Formula Price).

10.10 HOW THE FORMULA PRICE IS CALCULATED: The Formula Price shall be equal to Homeowner's Base Price, as stated below, plus 25% of the increase in market value of the Home and Leased Land, if any, calculated in the way described below.

Homeowner's Base Price: The parties agree that the Homeowner's Base Price for Homeowner's Property as of the signing of this Lease is \$_____.

Initial Appraised Value: The parties agree that the appraised value of the Home and Leased Land at the time of Homeowner's purchase (the Initial Appraised Value) is \$_____, as documented by the appraiser's report attached to this Lease as Exhibit INITIAL APPRAISAL.

Increase in Market Value: The increase in market value of the Home and Leased Land equals the appraised value of the Home and Leased Land at time of sale, calculated according to Section 10.5 above, minus the Initial Appraised Value.

Homeowner's share of Increase in Market Value: Homeowner's share of the increase in the market value of the Home and Leased Land equals twenty-five percent (25%) of the increase in market value as calculated above.

Summary of Formula Price: The Formula Price equals Homeowner's Base Price plus Homeowner's Share of Increase in Market Value.

10.11 QUALIFIED PURCHASER SHALL RECEIVE NEW LEASE: The CLT shall issue a new lease to any person who purchases the Home in accordance with the terms of this Article 10. The terms of such lease shall be the same as those of new leases issued to homebuyers at that time for land not previously leased by the CLT.

10.12 PURCHASER MAY BE CHARGED A TRANSFER FEE. In the event that Homeowner sells the home to a party other than the CLT (whether directly to such party or as a result of CLT's assignment of its Purchase Option to such party), the price to be paid by such purchaser shall include in addition to the Purchase Option Price, at the discretion of the CLT, a transfer fee to compensate the CLT for carrying out its responsibilities with regard to the transaction. The amount of the transfer fee shall be no more than ___% of the Purchase Option Price.

10.13 HOMEOWNER REQUIRED TO MAKE NECESSARY REPAIRS AT TRANSFER: The Homeowner is required to make necessary repairs when she voluntarily transfers the Home as follows:

- a) The person purchasing the Home ("Buyer") shall, prior to purchasing the Home, hire at her sole expense a home inspector with a current Home Inspector license to assess the condition of the Home and prepare a written report of the condition ("Inspection Report"). The Homeowner shall cooperate fully with the inspection.
- b) The Buyer shall provide a copy of the Inspection Report to Buyer's lender (if any), the Homeowner, and the CLT within 10 days after receiving the Inspection Report.
- c) Homeowner shall repair specific reported defects or conditions necessary to bring the Home into full compliance with Sections 4.2 and 7.5 above prior to transferring the Home.
- d) Homeowner shall bear the full cost of the necessary repairs and replacements. However, upon Homeowner's written request, the CLT may allow the Homeowner to pay all or a portion of the repair costs after transfer, from Homeowner's proceeds of sale, if Homeowner cannot afford to pay such costs prior to the transfer. In such event, either (i) 150% of the unpaid estimated cost of repairs or (ii) 100% of the unpaid cost of completed repairs shall be withheld from Homeowner's proceeds of sale in a CLT-approved escrow account. Homeowner shall allow CLT, Buyer, and Buyer's building inspector and lender's representative to inspect the repairs prior to closing to determine that the repairs have been satisfactorily completed.
- e) Upon sale or other transfer, Homeowner shall either (i) transfer the Home with all originally purchased appliances or replacements in the Home in good working order or (ii) reduce the Purchase Option Price by the market value of any such appliances that are not left with the Home in good working order.

ARTICLE 11: RESERVED

ARTICLE 12: DEFAULT

12.1 WHAT HAPPENS IF HOMEOWNER FAILS TO MAKE PAYMENTS TO THE CLT THAT ARE REQUIRED BY THE LEASE: It shall be an event of default if Homeowner fails to pay the Lease Fee or other charges required by the terms of this Lease and such failure is not cured by Homeowner or a Permitted Mortgagee within thirty (30) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee. However, if Homeowner makes a good faith partial payment of at least two-thirds (2/3) of the amount owed during the 30-day cure period, then the cure period shall be extended by an additional 30 days.

12.2 WHAT HAPPENS IF HOMEOWNER VIOLATES OTHER (NONMONETARY) TERMS OF THE LEASE: It shall be an event of default if Homeowner fails to abide by any other requirement or restriction stated in this Lease, and such failure is not cured by Homeowner or a Permitted Mortgagee within sixty (60) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee. However, if Homeowner or Permitted Mortgagee has begun to cure such default within the 60-day

cure period and is continuing such cure with due diligence but cannot complete the cure within the 60-day cure period, the cure period shall be extended for as much additional time as may be reasonably required to complete the cure.

12.3 WHAT HAPPENS IF HOMEOWNER DEFAULTS AS A RESULT OF JUDICIAL PROCESS: It shall be an event of default if the estate hereby created is taken on execution or by other process of law, or if Homeowner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of Homeowner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Home or Homeowner's interest in the Leased Land by a court of competent jurisdiction, or if a petition is filed for the reorganization of Homeowner under any provisions of the Bankruptcy Act now or hereafter enacted, or if Homeowner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

12.4 A DEFAULT (UNCURED VIOLATION) GIVES CLT THE RIGHT TO TERMINATE THE LEASE OR EXERCISE ITS PURCHASE OPTION:

a) **TERMINATION:** In the case of any of the events of default described above, CLT may terminate this lease and initiate summary proceedings under applicable law against Homeowner, and CLT shall have all the rights and remedies consistent with such laws and resulting court orders to enter the Leased Land and Home and repossess the entire Leased Land and Home, and expel Homeowner and those claiming rights through Homeowner. In addition, CLT shall have such additional rights and remedies to recover from Homeowner arrears of rent and damages from any preceding breach of any covenant of this Lease. If this Lease is terminated by CLT pursuant to an Event of Default, then, as provided in Section 7.7 above, upon thus assuming title to the Home, CLT shall pay to Homeowner and any Permitted Mortgagee an amount equal to the Purchase Option Price calculated in accordance with Section 10.9 above, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed to the CLT under the terms of this Lease and all reasonable costs (including reasonable attorneys' fees) incurred by CLT in pursuit of its remedies under this Lease.

If CLT elects to terminate the Lease, then the Permitted Mortgagee shall have the right (subject to Article 8 above and the attached Exhibit: Permitted Mortgages) to postpone and extend the specified date for the termination of the Lease for a period sufficient to enable the Permitted Mortgagee or its designee to acquire Homeowner's interest in the Home and the Leased Land by foreclosure of its mortgage or otherwise.

b) **EXERCISE OF OPTION:** In the case of any of the events of default described above, Homeowner hereby grants to the CLT (or its assignee) the option to purchase the Home for the Purchase Option Price as such price is defined in Article 10 above. Within thirty (30) days after the expiration of any applicable cure period as established in Sections 12.1 or 12.2 above or within 30 days after any of the events constituting an Event of Default under Section 12.3 above, CLT shall notify the Homeowner and the Permitted Mortgagee(s) of its decision to exercise its option to purchase under this Section 12.4(b). Not later than ninety (90) days after the CLT gives notice to the Homeowner of the CLT's intent to exercise its option under this Section 12.4(a), the CLT or its assignee shall purchase the Home for the Purchase Option Price.

12.5 WHAT HAPPENS IF CLT DEFAULTS: CLT shall in no event be in default in the performance of any of its obligations under the Lease unless and until CLT has failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any default, after notice by Homeowner to CLT properly specifying CLT's failure to perform any such obligation.

ARTICLE 13: Mediation and Arbitration

13.1 Nothing in this Lease shall be construed as preventing the parties from utilizing any process of mediation or arbitration in which the parties agree to engage for the purpose of resolving a dispute.

13.2 Homeowner and CLT shall each pay one half (50%) of any costs incurred in carrying out mediation or arbitration in which the parties have agreed to engage.

ARTICLE 14: GENERAL PROVISIONS

14.1 NOTICES: Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to CLT: Columbia Community Land Trust (insert address here)

If to Homeowner: _____ (name of Homeowner)

All notices, demands and requests shall be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

14.2 NO BROKERAGE: Homeowner warrants that it has not dealt with any real estate broker other than _____ in connection with the purchase of the Home. If any claim is made against CLT regarding dealings with brokers other than _____, Homeowner shall defend CLT against such claim with counsel of CLT's selection and shall reimburse CLT for any loss, cost or damage which may result from such claim.

14.3 SEVERABILITY AND DURATION OF LEASE: If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of Homeowner or CLT against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that CLT's option to purchase and all other rights of both parties under this Lease shall continue in effect for the full term of this Lease and any renewal thereof, and shall be considered to be coupled with an interest. In the event any such option or right shall be construed to be subject to any rule of law limiting the duration of such option or right, the time period for the exercising of such option or right shall be construed to expire twenty (20) years after the death of the last survivor of the following persons: the children living as of the date of this Lease.

14.4 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION: If the provisions of the purchase option set forth in Article 10 of this Lease shall, for any reason, become unenforceable, CLT shall nevertheless have a right of first refusal to purchase the Home at the highest documented bona fide purchase price offer made to Homeowner. Such right shall be as specified in Exhibit FIRST REFUSAL. Any sale or transfer contrary to this Section, when applicable, shall be null and void.

14.5 WAIVER: The waiver by CLT at any time of any requirement or restriction in this Lease, or the failure of CLT to take action with respect to any breach of any such requirement or restriction, shall

not be deemed to be a waiver of such requirement or restriction with regard to any subsequent breach of such requirement or restriction, or of any other requirement or restriction in the Lease. CLT may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by CLT before being effective.

The subsequent acceptance of Lease Fee payments by CLT shall not be deemed to be a waiver of any preceding breach by Homeowner of any requirement or restriction in this Lease, other than the failure of the Homeowner to pay the particular Lease Fee so accepted, regardless of CLT's knowledge of such preceding breach at the time of acceptance of such Lease Fee payment.

14.6 CLT'S RIGHT TO PROSECUTE OR DEFEND: CLT shall have the right, but shall have no obligation, to prosecute or defend, in its own or the Homeowner's name, any actions or proceedings appropriate to the protection of its own or Homeowner's interest in the Leased Land. Whenever requested by CLT, Homeowner shall give CLT all reasonable aid in any such action or proceeding.

14.7 CONSTRUCTION: Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

14.8 HEADINGS AND TABLE OF CONTENTS: The headings, subheadings and table of contents appearing in this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

14.9 PARTIES BOUND: This Lease sets forth the entire agreement between CLT and Homeowner with respect to the leasing of the Land; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed by CLT and Homeowner or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

14.10 GOVERNING LAW: This Lease shall be interpreted in accordance with and governed by the laws of the State of Missouri. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against CLT or Homeowner.

14.11 RECORDING: The parties agree, as an alternative to the recording of this Lease, to execute a so-called Notice of Lease or Short Form Lease in form recordable and complying with applicable law and reasonably satisfactory to CLT's attorneys. In no event shall such document state the rent or other charges payable by Homeowner under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease

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

Columbia Community Land Trust

Witness

By: _____
Its duly authorized agent

Witness

_____ (Homeowner):

[notarize signatures]

Exhibit LETTER OF AGREEMENT

To: Columbia Community Land Trust (“the CLT”)

Date: _____

This letter is given to the CLT to become an exhibit to a Lease between the CLT and me. I will be leasing a parcel of land from the CLT and will be buying the home that sits on that parcel of land. I will therefore become what is described in the Lease as a “the Homeowner.”

I have reviewed the terms and conditions of the Lease and other legal documents that are part of this transaction and have had the opportunity to have my legal counsel, if any, review the same.

I understand the way these terms and conditions will affect my rights as a CLT homeowner, now and in the future.

In particular I understand and agree with the following points.

- One of the goals of the CLT is to keep CLT homes affordable for lower income households from one CLT homeowner to the next. I support this goal as a CLT homeowner and as a member of the CLT.
- The terms and conditions of my Lease will keep my home affordable for future “income-qualified persons” (as defined in the Lease). If and when I want to sell my home, the lease requires that I sell it either to the CLT or to another income-qualified person. The terms and conditions of the lease also limit the price for which I can sell the home, in order to keep it affordable for such income-qualified persons.
- It is also a goal of the CLT to promote resident ownership of CLT homes. For this reason, my Lease requires that, if my family and I move out of our home permanently, we must sell it. We cannot continue to own it as absentee owners.
- I understand that I can leave my home to my child or children or other members of my household and that, when I am no longer able to live in my home or after my death, they can own the home for as long as they want to live in it and abide by the terms of the Lease, or they can sell it on the terms permitted by the Lease.
- As a CLT homeowner and a member of the CLT, it is my desire to see the terms of the Lease and related documents honored. I consider these terms fair to others and me.

Sincerely

Sample

Exhibit LETTER OF ATTORNEYS ACKNOWLEDGMENT

I, _____, have been independently employed by _____ (hereinafter "the Client") who intends to purchase a house and other Home (the "Home") on land to be leased from Columbia Community Land Trust. The house and land are located at _____.

In connection with the contemplated purchase of the Home and the leasing of the land, I reviewed with the Client the following documents:

- a) this Letter of Attorney's Acknowledgment and a Letter of Agreement from the Client;
- b) a proposed Deed conveying the Home to the Client;
- c) a proposed Ground Lease conveying the "Leased Land" to the Client;
- d) other written materials provided by the CLT.

The Client has received full and complete information and advice regarding this conveyance and the foregoing documents. In my review of these documents my purpose has been to reasonably inform the Client of the present and foreseeable risks and legal consequences of the contemplated transaction.

The Client is entering the aforesaid transaction in reliance on her own judgment and upon her investigation of the facts. The advice and information provided by me was an integral element of such investigation.

Name

Date

Title

Firm/Address

Exhibit LAND

Correct legal description of area of Leased Land and appurtenant title rights and obligations

Exhibit DEED

Use actual deed

Exhibit: PERMITTED MORTGAGES

The rights and provisions set forth in this Exhibit shall be understood to be provisions of Section 8.2 of the Lease. All terminology used in this Exhibit shall have the meaning assigned to it in the Lease.

A. OBLIGATIONS OF PERMITTED MORTGAGEE. Any Permitted Mortgagee shall be bound by each of the following requirements unless the particular requirement is removed, contradicted or modified by a rider to this Lease signed by the Homeowner and the CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

1. If Permitted Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Permitted Mortgage, the Permitted Mortgagee shall, at the same time, send a copy of that notice to the CLT. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the "cure period"), the CLT shall have the right to cure the default on the Homeowner's behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Permitted Mortgagee.
2. If, after the cure period has expired, the Permitted Mortgagee intends to accelerate the note secured by the Permitted Mortgage or begin foreclosure proceedings under the Permitted Mortgage, the Permitted Mortgagee shall first notify CLT of its intention to do so, and CLT shall then have the right, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of such notice, to acquire the Permitted Mortgage by paying off the debt secured by the Permitted Mortgage.
3. If the Permitted Mortgagee acquires title to the Home through foreclosure or acceptance of a deed in lieu of foreclosure, the Permitted Mortgagee shall give CLT written notice of such acquisition and CLT shall then have an option to purchase the Home from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage. To exercise this option to purchase, CLT must give written notice to the Permitted Mortgagee of CLT's intent to purchase the Home within thirty (30) days following CLT's receipt of the Permitted Mortgagee's notice. CLT must then complete the purchase of the Home within sixty (60) days of having given written notice of its intent to purchase. If CLT does not complete the purchase within this 60-day period, the Permitted Mortgagee shall be free to sell the Home to another person.
4. Nothing in the Permitted Mortgage or related documents shall be construed as giving Permitted Mortgagee a claim on CLT's interest in the Leased Land, or as assigning any form of liability to the CLT with regard to the Leased Land, the Home, or the Permitted Mortgage.
5. Nothing in the Permitted Mortgage or related documents shall be construed as rendering CLT or any subsequent Mortgagee of CLT's interest in this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt secured by the Permitted Mortgage or any part thereof.
6. The Permitted Mortgagee shall not look to CLT or CLT's interest in the Leased Land, but will look solely to Homeowner, Homeowner's interest in the Leased Land, and the Home for the payment of the debt secured thereby or any part thereof. (It is the intention of the parties hereto that CLT's consent to such the Permitted Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)
7. In the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Permitted Mortgagee in accordance with the provisions of ARTICLE 9 hereof.

8. CLT shall not be obligated to execute an assignment of the Lease Fee or other rent payable by Homeowner under the terms of this Lease.

B. RIGHTS OF PERMITTED MORTGAGEE. The rights of a Permitted Mortgagee as referenced under Section 8.6 of the Lease to which this Exhibit is attached shall be as set forth below.

1. Any Permitted Mortgagee shall, without further consent by CLT, have the right to (a) cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance being effective as if it had been performed by Homeowner; (b) acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to Homeowner by this Lease or otherwise by law, subject to the provisions, if any, in the Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and (c) rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.

2. A Permitted Mortgagee shall not be required, as a condition to the exercise of its rights under the Lease, to assume personal liability for the payment and performance of the obligations of the Homeowner under the Lease. Any such payment or performance or other act by Permitted Mortgagee under the Lease shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Home and Leased Land. In the event Permitted Mortgagee does take possession of the Home and Leased Land and thereupon transfers such property, any such transferee shall be required to enter into a written agreement assuming such personal liability and upon any such assumption the Permitted Mortgagee shall automatically be released from personal liability under the Lease.

3. In the event that title to the estates of both CLT and Homeowner are acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage.

4. If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, CLT shall enter into a new lease for the Leased Land with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to CLT's approval, which approval shall not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to CLT for such new lease within sixty (60) days after the effective date of such termination, rejection or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Homeowner thereunder. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Land as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by CLT, Homeowner and the Permitted Mortgagee.

5. The CLT shall have no right to terminate the Lease during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same.

6. In the event that CLT sends a notice of default under the Lease to Homeowner, CLT shall also send a notice of Homeowner’s default to Permitted Mortgagee. Such notice shall be given in the manner set forth in Section 14.2 of the Lease to the Permitted Mortgagee at the address which has been given by the Permitted Mortgagee to CLT by a written notice to CLT sent in the manner set forth in said Section 14.2 of the Lease.

7. In the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure in accordance with the provisions of the Lease, at the election of the Permitted Mortgagee the provisions of Article 10, Sections 10.1 through 10.11 shall be deleted and thereupon shall be of no further force or effect as to only so much of the Security so foreclosed upon or transferred.

8. Before becoming effective, any amendments to this Lease must be approved in writing by Permitted Mortgagee, which approval shall not be unreasonably withheld. If Permitted Mortgagee has neither approved nor rejected a proposed amendment within 60 days of its submission to Permitted Mortgagee, then the proposed amendment shall be deemed to be approved.

C. STANDARD PERMITTED MORTGAGE AGREEMENT. A Standard Permitted Mortgage Agreement, as identified in Section 8.4 of this Lease, shall be written as follows, and shall be signed by Mortgagee and Homeowner.

This Agreement is made by and among:

_____ (Mortgagee) and
_____ (“Homeowner”),

Whereas:

- a) *Columbia Community Land Trust (the “CLT”) and Homeowner have entered, or are entering, into a ground lease (“the Lease”), conveying to Homeowner a leasehold interest in the Land located at _____ (“the Leased Land”); and Homeowner has purchased, or is purchasing, the Home located on the Leased Land (“the Home”).*
- b) *The Mortgagee has been asked to provide certain financing to the Homeowner, and is being granted concurrently herewith a mortgage and security interest (the “Mortgage”) in the Leased Land and Home, all as more particularly set forth in the Mortgage, attached hereto as Schedule A.*
- c) *The Ground Lease states that the Homeowner may mortgage the Leased Land only with the written consent of CLT. The Ground Lease further provides that CLT is required to give such consent only if the Mortgagee signs this Standard Permitted Mortgage Agreement and thereby agrees to certain conditions that are stipulated herein (“the Stipulated Conditions”).*

Now, therefore, *the Homeowner/Mortgagor and the Mortgagee hereby agree that the terms and conditions of the Mortgage shall include the Stipulated Conditions stated below.*

Stipulated Conditions:

- 1) *If Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Mortgage, the Mortgagee shall, at the same time, send a copy of that notice to the CLT. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the “cure period”), the CLT shall have the right to cure the default on the Homeowner’s behalf, provided that all current*

payments due the Permitted Mortgagee since the notice of default was given are made to the Mortgagee.

2) If, after such cure period, the Mortgagee intends to accelerate the note secured by the Mortgage or initiate foreclosure proceedings under the Mortgage, in accordance with the provisions of the Lease, the Mortgagee shall first notify CLT of its intention to do so and CLT shall have the right, but not the obligation, upon notifying the Mortgagee within thirty (30) days of receipt of said notice, to purchase the Mortgagee loans and to take assignment of the Mortgage.

3) If the Mortgagee acquires title to the Home and Homeowner's interest in the Leased Land through foreclosure or acceptance of a deed in lieu of foreclosure, the Mortgagee shall give the CLT written notice of such acquisition and the CLT shall have an option to purchase the Home and Homeowner's interest in the Leased Land from the Mortgagee for the full amount owing to the Mortgagee; provided, however, that the CLT notifies the Mortgagee in writing of the CLT's intent to make such purchase within thirty (30) days following the CLT's receipt of the Mortgagee's notice of such acquisition of the Home and Homeowner's interest in the Leased Land; further provided that CLT shall complete such purchase within sixty (60) days of having given written notice of its intent to purchase; and provided that, if the CLT does not complete the purchase within such period, the Mortgagee shall be free to sell the Home and Homeowner's interest in the Leased Land to another person;

4) Nothing in the Mortgage or related documents shall be construed as giving the Mortgagee a claim on CLT's interest in the Leased Land, or as assigning any form of liability to the CLT with regard to the Leased Land, the Home, or the Mortgage.

5) Nothing in the Mortgage shall be construed as rendering CLT or any subsequent holder of the CLT's interest in and to the Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and such Mortgage or any part thereof.

6) The Mortgagee shall not look to CLT or CLT's interest in the Leased Land, but will look solely to Homeowner and Homeowner's interest in the Leased Land and the Home for the payment of the debt secured by the Mortgage. (It is the intention of the parties hereto that CLT's consent to the Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)

7) In the event that any part of the Leased Land is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Mortgagee in accordance with the provisions of Article 9 of the Lease.

8) Nothing in the Mortgage shall obligate CLT to execute an assignment of the Lease Fee or other rent payable by Homeowner under the terms of this Lease.

By:

_____ for Mortgagee Date: _____

_____ for Homeowner/Mortgagor Date: _____

Exhibit FIRST REFUSAL

Whenever any party under the Lease shall have a right of first refusal as to certain property, the following procedures shall apply. If the owner of the property offering it for sale ("Offering Party") shall within the term of the Lease receive a bona fide third party offer to purchase the property which such Offering Party is willing to accept, the holder of the right of first refusal (the "Holder") shall have the following rights:

- a) Offering Party shall give written notice of such offer ("the Notice of Offer") to Holder setting forth (a) the name and address of the prospective purchaser of the property, (b) the purchase price offered by the prospective purchaser and (c) all other terms and conditions of the sale. Holder shall have a period of forty-five (45) days after the receipt of the Notice of Offer ("the Election Period") within which to exercise the right of first refusal by giving notice of intent to purchase the property ("the Notice of Intent to Purchase") for the same price and on the same terms and conditions set forth in the Notice of Offer. Such Notice of Intent to Purchase shall be given in writing to the Offering Party within the Election Period.
- b) If Holder exercises the right to purchase the property, such purchase shall be completed within sixty (60) days after the Notice of Intent to Purchase is given by Holder (or if the Notice of Offer shall specify a later date for closing, such date) by performance of the terms and conditions of the Notice of Offer, including payment of the purchase price provided therein.
- c) Should Holder fail to exercise the right of first refusal within the Election Period, then the Offering Party shall have the right (subject to any other applicable restrictions in the Lease) to go forward with the sale which the Offering Party desires to accept, and to sell the property within one (1) year following the expiration of the Election Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the Notice. If the sale is not consummated within such one-year period, the Offering Party's right so to sell shall end, and all of the foregoing provisions of this section shall be applied again to any future offer, all as aforesaid. If a sale is consummated within such one-year period, the purchaser shall purchase subject to the Holder having a renewed right of first refusal in said property.

Exhibit ZONING

Attach copy of ZONING classification for property, as of the commencement of the Lease

Exhibit INITIAL APPRAISAL

Attach copy of initial appraisal

Exhibit STANDARD PERMITTED MORTGAGE AGREEMENT

Attach agreement signed by lender and by homeowner, as specified section 8.c of the 'Permitted Mortgage Agreement' exhibit above.

CCLT Board Approved-6-13-2017

COLUMBIA COMMUNITY LAND TRUST HOME BUYER SELECTION POLICIES & PROCEDURES

I. OVERVIEW

This policy is intended to guide both general and project-specific homebuyer selection procedures administered by the Columbia Community Land Trust (CCLT). This policy shall be reviewed at least annually by the CCLT Board of Directors for effectiveness in guiding the CCLT in the pursuit of its mission.

II. GOALS

The goals of the CCLT that these policies are intended to support are:

- a) To provide as wide a range of opportunities as possible for low and moderate income people to secure housing that is decent, safe and affordable;
- b) To ensure the preservation of the quality and affordability of housing for future low and moderate income residents of the community;

III. SELECTION CRITERIA

A. THRESHOLD SELECTION CRITERIA

The following criteria reflect the CCLT's goal to reasonably match household size to unit size and household income to housing costs. [Note: some funding sources which the CCLT may rely on to develop its housing opportunities establish maximum eligible incomes of between 50% to 80% of the area median. See Appendix 3 for CCLT's "Resource Allocation Policy"]

1. Citizen of USA or registered alien.
2. Dependent students are eligible if they are over age 23, a veteran, a ward of the Court, or a graduate student with a B.A. or B.S. degree.
3. Income Eligibility -
 - a) Maximum Income: To be considered for selection, a household must have an annual income which does not exceed 80 % of the median income of households of equal size residing in the statistical area (as defined by the U.S. Department of Housing and Urban Development or its successor agency) within which the housing unit is located. There are, however, three exceptions that will be considered:
 - (1) Households at any income level who wish to place land which they own in the CCLT, or;

- (2) who wish to undertake a sale-leaseback arrangement with the CCLT, or
- (3) who agree to be bound by the CCLT's resale restrictions.

4. Creditworthiness: In all cases, a household must be able to demonstrate a sense of ownership of its financial obligations, and a history of responsible effort to meet them. The household, must be "pre-qualified" through the CCLT's application process to determine whether mortgage financing is likely to be obtained by the household based on the applicants available cash resources and the known requirements of various mortgage programs for which the household may be eligible. The applicant must have an average combined credit score within 20 points of the current Fannie Mae and Freddie Mac credit requirements.

a) Minimum Income: To be considered for CCLT's homeownership opportunities, a household's monthly income, when multiplied by the appropriate debt-to-income ratio, must be sufficient to support the housing costs for the housing opportunity in question. In general, households that require a cosigner in order to obtain a mortgage will not be considered.

(1) Affordability - (i.e. matching household income to housing cost). In general, affordable means that the monthly cost of occupying a particular housing unit does not exceed 35% of monthly household income, and monthly housing costs and total debt payments do not exceed 45% of monthly household income.

(2) Assets - To be considered for CCLT's homeownership opportunities, a review of a household's financial resources and circumstances should clearly indicate a limited ability to compete successfully in the conventional housing market, however applicants with more than \$15,000 of liquid assets available for the purchase of a home are ineligible. The applicant is also required to provide \$500 toward the purchase, from the buyers own funds.

B. SECONDARY SELECTION CRITERIA

The following circumstances, not necessarily in order of priority or importance, will be considered in those instances when there are two or more households expressing interest in a particular unit and who meet the Threshold Eligibility Criteria outlined above.

1. First-come first served: First applicants submitting a complete application and demonstrating the ability to qualify for a mortgage in a manner that satisfies requirements stated in Section "A. Threshold Selection Criteria."
2. Application on File. Length of time which a household's application for home ownership has been on file.

IV. APPLICATION PROCESS

This process is not necessarily sequential in nature, however each component of the process is essential to ensure that each of the CCLT's prospective home buyers is fully informed as to the fundamental details and atypical nature of the CCLT's real estate transaction (i.e. involving a leasehold interest in the land and restrictions imbedded in the ground lease agreement on the resale of the improvements located on the leased premises.)

A. OUTREACH & MARKETING. Applicant responds to project specific marketing or general community outreach by contacting any one of the following for project specific, or general (as the case may be), information.

1. Columbia Community Land Trust

B. INFORMATION/ORIENTATION SESSION. Applicant is advised of the next periodically scheduled CCLT information/orientation session. Attendance at one or more of these sessions is required.

C. APPLICATION REVIEW. Applicant is provided with an application form to complete and return to CCLT staff. Assistance with filling out application will be provided by staff on an as-needed basis. Application is reviewed by staff in comparison to established threshold and secondary criteria. Staff determines whether applicant is likely to qualify for currently available housing units (or for the general waiting list, as the case may be).

D. HOME BUYER TRAINING. Applicant is directed to periodically scheduled sessions conducted by the City of Columbia. Applicant is advised to meet with local lender for a mortgage "pre-qualification" session to determine whether applicant is likely to obtain mortgage financing approval.

E. PRELIMINARY APPROVAL / DENIAL. Following mortgage "pre-qualification", and verifications, CCLT Board of Directors may preliminarily approve or deny an application. Qualified individuals/households will be so notified and placed on a waiting list to participate in the selection process for particular housing opportunities, as they become available. Applicants that do not meet application criteria will be so notified in writing. Staff or Selection Committee may provide tips or advise on how the applicant may improve financial or other obstacles to a successful application.

F. SELECTION PROCESS. The selection process for each housing opportunity may vary depending on the number of eligible and qualified persons on the waiting list relative to the number of housing opportunities available at a particular time. In general the selection process will be conducted according to the steps outlined in Section V below.

G. PURCHASE AND SALES CONTRACT / FORMAL MORTGAGE APPLICATION / ADVANCED ORIENTATION SESSION. The applicant and the CCLT Board President sign a purchase and sale agreement. Applicant applies for mortgage financing. A detailed review of the CCLT Lease and other legal documents associated with a particular transaction is scheduled with applicant.

H. MORTGAGE APPLICATION PROCESSING AND CLOSING Applicant moves through the mortgage application and approval process.

I. INDEPENDENT LEGAL REVIEW. Applicant must retain, at applicants expense, an attorney who reviews all the CCLT legal documents on behalf of applicant and who provides independent advise and counsel regarding the transaction.

V. SELECTION PROCESS

A. WHO MAKES THE DECISION

1. Regarding Threshold and Secondary Eligibly Criteria -

- a) CCLT Staff – CCLT staff shall make a recommendation to the Board of Directors in a form acceptable to the Board regarding whether an application will be placed in the qualified applicant pool.
- b) Board of Directors - The Board of Directors will have final say as to whether an applicant meets the threshold and/or secondary criteria discussed herein.

2. Regarding Credit Risk and Overall Creditworthiness -

- a) The mortgage underwriting guidelines of the lending programs available to the CCLT's qualified home buyers shall be the deciding factors regarding credit risk and the overall creditworthiness of a particular applicant

B. HOW IS DECISION MADE

1. Regarding Threshold and Secondary Eligibly Criteria -

- a) Using the definitions found in Appendix 1 and considering the resource allocation policy in Appendix 3, staff will review both project-specific applications and general interest applications to determine whether the Threshold Criteria outlined above have been met. Applicants to be selected will come from among those who meet **all** of the Threshold Eligibility Criteria.
- b) Once this pool of applicants is used up, or if there are more eligible and qualified applicants than housing opportunities available, applications will be considered based on a review of the Secondary Selection Considerations.

2. Regarding Secondary Selection Considerations -

- a) Staff will provide to the CCLT Board of Directors a summary of its findings along with each applicant's application.

APPENDIX 1 - DEFINITIONS

The Columbia Community Land Trust (CCLT) has adopted the following definitions for the purposes of assessing affordability and monitoring its ability to achieve its goals.

"Affordable" means that the monthly Occupancy Cost of a particular housing unit generally does not exceed 30% of household income. (See discussion of Housing Costs, defined below, for exceptions regarding single-family ownership housing.)

"Debt-to-Income Ratio" (DTI) means the maximum percentage of income which a particular lender will allow a household to spend on Housing Costs.

"Household" means a person, or group of persons who occupy the same housing unit as their primary residence.

"Median Income" shall be as set forth in regulations promulgated from time to time by the United States Department of Housing and Urban Development (HUD) pursuant to 42 U.S.C. Sec. 1437 *et seq.*

"Moderate Income" shall mean a household whose combined gross annual income, adjusted for Household Size (defined below), does not exceed 80% of the Median Income for the Statistical Area within which the housing is located as defined by HUD or a successor agency.

"Low Income" shall mean a household whose combined gross annual income, Adjusted for Household Size, does not exceed 50% of the Median Income for households of that size residing in the Statistical Area within which the housing is located.

"Very Low Income" shall mean a household whose combined gross annual income, Adjusted for Household Size, does not exceed 30% of the Median Income for households of that size residing in the Statistical Area within which the housing is located

"Statistical Area(s)" shall be as set forth in regulations promulgated from time to time by the United States Department of Housing and Urban Development (HUD) pursuant to 42 U.S.C. Sec. 1437 *et seq.*

"Housing Cost": shall mean:

1. When measuring the affordability to a known household of a known unit size:

A. for "Single-Family" Ownership: the sum of the monthly payments due on

- the mortgage (principal & interest); plus
- the property taxes due on the property; plus
- the hazard insurance policy; plus
- the Ground Lease Fee, if applicable; plus
- the repair and maintenance serve fund fee.

[NOTE: The debt-to-income ratios dictated by the underwriting guidelines for a particular mortgage program shall be controlling for the purpose of determining the maximum percentage of income allocable to these monthly Housing Costs.]

2. When calculating the affordability of projected occupancy costs for a particular unit, (for example to determine or establish a purchase price or rent level), the CCLT will make the following calculations:
 - A. The controlling Debt-to-Income Ratio for households of the appropriate size will be determined (Housing Debt to Income Ratio is 35% and Total Debt to Income Ratio is 45%).
 - B. Prevailing property tax assessments, insurance rates and condominium association fees (as applicable) for comparable properties will be examined and deducted from the controlling percentage of income allocable to occupancy costs in order to determine the amount of household income remaining to make a mortgage payment.
 - C. Prevailing loan terms and interest rates of the State's Mortgage Revenues Bonding Authority (usually the state housing finance agency) will be used to calculate the maximum mortgage amount which could be amortized by a payment of this size.

The amount resulting from these calculations will be the maximum purchase price considered to be affordable to the desired household income level.

APPENDIX 2 - HOME BUYER / LEASEHOLDER APPLICATION

See City of Columbia Housing Programs Application.

APPENDIX 3- RESOURCE ALLOCATION POLICY

100% of the CCLT's resources will be dedicated to benefit households earning at or below 80% of the median income (adjusted for household size in Boone County – see attached chart) to the extent such allocation is not inconsistent with conditions or restrictions placed on the use of such financing by those providing the financing.

APPENDIX 4 - Current AREA MEDIAN INCOMES BY HOUSEHOLD SIZE (U.S. Department of Housing and Urban Development)

U.S. Dept. of HUD: 2017 Income Limits: 80% AMI	
1 Person	\$41,650
2 Person	\$47,600
3 Person	\$53,550
4 Person	\$59,500
5 Person	\$64,300
6 Person	\$69,050
7 Person	\$73,800
8 Person	\$78,550