

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 Central Missouri Community Action, 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 103 Lynn Street (hereinafter, "Property") to the Agency in order to develop an affordable housing unit on the Property legally described as:

The east Fifty (50) feet of Lot Nine (9) in John A. Stewart's Subdivision of Lots Twenty-nine (29) and Thirty-two (32) of Garth's Subdivision of Lots Forty-nine (49) to Seventy-two (72), both inclusive, of Garth's Addition to the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 1, Page 21, Records of Boone County, Missouri, and further 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 \$35,000 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 E 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

CMCA

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-G44124, 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 Central Missouri Community Action (CMCA), 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 103 Lynn Street (Exhibit A). 103 Lynn Street is legally described as:

The east Fifty (50) feet of Lot Nine (9) in John A. Stewart's Subdivision of Lots Twenty-nine (29) and Thirty-two (32) of Garth's Subdivision of Lots Forty-nine (49) to Seventy-two (72), both inclusive, of Garth's Addition to the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 1, Page 21, Records of Boone County, Missouri, and further 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

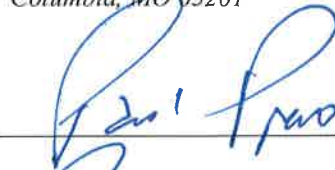

Project # and /or Address:


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

Central Missouri Community Action
807-B N. Providence Road
Columbia, MO 65203

Print Name: 
Signature: 
Date: 8.22.17

Print Name: Darin Preis
Signature: 
Date: 8/22/17

**APPLICATION FOR CITY OF COLUMBIA CHDO FUNDING
SINGLE FAMILY CONSTRUCTION
CENTRAL MISSOURI COMMUNITY ACTION
OCTOBER 31, 2016**

ORGANIZATIONAL MANAGEMENT

1. Central Missouri Community Action is a Community Action Agency and in 1994, it was first recognized as a Community Housing Development Organization (CHDO) by the Missouri Housing Development Commission. In 1996 the City of Columbia designated CMCA a local CHDO. As a CHDO, CMCA works within our 8 county service area to develop affordable housing opportunities for low-income families. The agency is also a Community Development Corporation and is designated a Rural LISC agency. The CMCA Board is a tripartite board consisting of 8 low income community members (38%), 6 members from the private sector (29%) and 7 public sector members (33%). The list of board members, agency Certificate of Good Standing, 501c3 designation, Articles of Incorporation, and Bylaws are attached.
2. Mission: Central Missouri Community Action's Mission is to 'empower individuals and families to achieve self-reliance'. Its purpose listed in Article II of the by-laws states: The purpose of the organization shall be to stimulate better focusing of all available Local, State, Private and Federal Resources with the goal of enabling low-income families and low-income individuals of all ages in rural and urban areas, to attain the skills, knowledge, motivation and opportunities needed for them to become self-sufficient including *the provision of decent housing that is affordable for low to moderate income people.*

In September 2015, the board adopted changes to the organizational by-laws that address composition and selection of board members (Article IV, Section 2.a.), conflict of interest (Article IV, Section 6), and the creation and process of the CHDO Committee (Article XI, Section 1). These revisions are attached.

3. Organizational Goals and Values: The construction of this home meets two of CMCA's five core strategic commitments:
 - a. Engage the community to assure that all people have their basic needs met.
 - i. *Quality, affordable housing is made available for families.*
 - b. Build community capacity to enhance economic and community assets.
 - i. *Sufficient, affordable, safe housing is developed.*

In addition, CMCA has committed that all housing developed after January of 2013 will meet universal design guidelines and be energy efficient.

FINANCIAL MANAGEMENT

1. Central Missouri Community Action conforms to the financial accountability standards in accordance with OMB Uniform Guidance. CMCA maintains a financial management system that

provides for the following standards with specific procedures to carry out these standards detailed in a Policy and Procedures manual. The manual was updated as of 1/1/2015:

- a. Accurate, current, and complete disclosure of the financial results of each Federally-sponsored project or program in accordance with the reporting requirements of OMB Uniform Guidance and or the award.
 - b. Records that identify adequately the source and application of funds for Federally – sponsored obligations, unobligated balances, assets, outlays, income and interest.
 - c. Effective control over and accountability for all funds, property, and other assets. CMCA shall adequately safeguard all such assets and ensure they are used solely for authorized purposes.
 - d. Comparison of outlays with budget amounts for each award. Whenever possible, financial information shall be related to performance and unit cost data.
 - e. Written procedures to minimize the time elapsing between the transfer of funds to CMCA from the U.S. Treasury and the issuance of redemption of checks, warrants, or payments by other means for program purposes by the recipient.
 - f. Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
 - g. Accounting records including cost accounting records that are supported by source documentation.
2. CMCA is audited by a certified independent auditor annually. Current auditors are Jarred, Gilmore & Philips, Certified Public Accountants. The most recent audit (FY 2015) has been filed with the City of Columbia. An Accounting Department Overview is attached.

PAST PERFORMANCE

1. Central Missouri Community Action was incorporated in 1964 as a Community Action Agency and has significant long term experience in grant and project management. Since its inception, the agency has been involved with the implementation of various Federal and Foundation funded programs including Head Start, Job Development and Training, the HUD Section 8 Housing Choice Voucher Program, Weatherization, Community Services Block Grant Program, Foster Grandparents, and Energy Assistance. The agency has successfully implemented these programs meeting the various accounting, measurement and reporting requirements. (Housing and Weatherization performance is listed under the HOUSING DEVELOPMENT paragraph).

AFFORDABLE HOUSING UNITS DEVELOPED AND VALUE

1. This proposal is for the construction of one single-family, two-bedroom, one bath home to be located at 105 Lynn Street in Columbia Missouri. The cost of the construction is estimated to be \$106,015 with \$19,000 provided from the City of Columbia CHDO funds and \$87,015 provided through CMCA CHDO proceeds. The Source and Use document ("Form X") and sample floor plan are attached.

HOUSING DEVELOPMENT EXPERIENCE AND STAFF QUALIFICATIONS

1. Staff Capacity: (Resumes Attached)

- a. Darin Preis – Executive Director. Mr. Preis has been involved in community development since 1994. In October of 2005, he joined CMCA as the Executive Director, charged with leading the agency through its transformational plan. He was recently reelected to the Columbia Board of Education. He serves on the Missouri Foundation for Health Board of Directors. He has served on the City of Columbia Affordable Housing Committee.
- b. Lisa Cumins – Financial Operations Supervisor. Ms. Cumins has been employed by CMCA since 2004 and was recently moved into her current position. She supervises and monitors the accounting department and is responsible for the preparation and submission of financial documents for various funding sources. Ms Cumins also holds monthly budget meetings with program directors and prepares and presents financial statements to the CMCA Head Start Policy Council. She holds a Bachelor's Degree in Organizational Business Management from Hannibal-LaGrange College.
- c. Lisa Goldschmidt – Program Officer, Energy and Housing Development. Ms. Goldschmidt was recently named Program Officer for Energy and Housing Development and began her career with Central Missouri Community Action as the Housing and Energy Manager in November 2014. She oversees the weatherization, energy assistance, and rental assistance programs along with leading the development of single family housing and the implementation of a healthy homes program. She will oversee the day to day management of the project and inspect the construction of the home at key points. Ms. Goldschmidt has over 25 years experience in housing, commercial construction, and healthy homes, and holds a Master's Degree in Architectural Studies with an emphasis in Environment and Behavior.
- d. Other - CMCA will receive in-kind architectural services from Prof. Michael Goldschmidt, AIA, Missouri Architect A-6016, for the project. Under Prof. Goldschmidt's supervision and leadership, students in the MU Architectural Studies program will redesign the current proposed home footprint to incorporate additional energy efficiency and universal design features. Prof. Goldschmidt became a licensed architect in 1989. He has thirty years of professional practice and fifteen years of teaching undergraduate and graduate level courses in the MU Architectural Studies program. Prof. Goldschmidt has extensive experience in green building design, energy efficiency, building codes and specifications, and universal design. He is a State Housing Specialist for MU Extension and the National Director of the Healthy Homes Partnership.

Architectural Studies students in the Sustainable Technologies and/or Building Systems courses will work with the existing construction drawings for the Net Zero student design competition in 2015. Heat-producing appliances will be located on the northern exposure or clustered in the center of the home to increase energy efficiency, and will include universal design features according to City of Columbia requirements. A sample plan is included that will be modified to reduce the proposed footprint of the home to approximately 1,000 square feet.

A general contractor has not yet been selected for this project. CMCA is currently partnered with Job Point Youth Build to construct a single-family home at 3606 Woodside that is being

built using CHDO funding. CMCA and Job Point Youth Build will discuss a partnership for the 105 Lynn Street property. A general contractor will be hired if the organizations determine a partnership is not feasible, considering that Job Point is also a CHDO and will be constructing a home at 107 Lynn Street.

No staff employed by CMCA, nor Professor Goldschmidt, have been debarred by HUD or are otherwise restricted from entering into contracts with any federal agency.

2. CMCA has partnered with various for profit developers and nonprofit partners (such as Habitat for Humanity and Job Point Youth Build programs) to complete a number of multi- and single-family housing units throughout the eight county service area. Other housing related activities include: weatherization (including implementation of ARRA funded geo-thermal and solar pilot); energy assistance; multi-family housing management; administration of Section 8 Housing Vouchers; providing classes on pre- and post homeownership, foreclosure counseling, budgeting, credit repair; and subdivision development.

The agency has received \$827,979 from the City of Columbia between 1994 and 2016 in CHDO funding. Those funds, along with the proceeds, have been used to develop affordable apartment units (Hanover Estates II and III, and Hanover Gardens); and to construct 7 single family homes (Garden City Lots 1 and 29, 503 Woodlawn, 119 W. Worley, 3020 Haden, 1004 North 7th St., and the home currently under construction at 3606 Woodside). In addition, the agency will be awarded \$40,000 in CDBG/HOME funds from the City of Columbia for a single-family residence at 804 King Ave. that will break ground in 2017. The Agency has also completed the construction of 5 homes in Fulton Missouri.

PROPOSED PLANS, ENERGY EFFICIENCY, UNIVERSAL DESIGN, AND HEALTHY HOMES

Attached to this application is a sample floor plan for the two-bedroom home. The design will include 300 square feet of unobstructed roof area on the west roof slope for future installation of photovoltaic or solar water panels plus required 3 foot perimeter as required by code. The panel board will be sized for future breakers for PV installation. Spare conduit will be installed between the attic and mechanical space for future PV panel installation. Room will be available on one wall in the mechanical room for future PV system components such as inverter, charge controller, and disconnects. (The home's features are more fully detailed in the attached letter from Prof. Goldschmidt.)

The house's universal design incorporates:

1. Zero Step walkway entrance with 36" door on an accessible route
2. Clear passage 32" door widths
3. 42" hallway
4. Rocker style light switches
5. 60" by 60" turning space or 36" T in bathroom
6. 18" clear space on pull side of doors
7. Blocking in bathrooms for installation of grab bars
8. Switches and environmental controls no higher than 48" A.F.F.
9. Electrical outlets no lower than 15" A.F.F.

The energy efficiency features include the following:

1. Insulation in compliance with 2015 IECC
2. No more than 0.12 natural air changes (ACHn) per hour
3. Windows/door glazing with u-factor of less than or equal to .30
4. Energy Star rated exhaust fan, dishwasher, refrigerator, and range hood
5. High efficiency clothes washer
6. Reserved space on electrical service panel for future solar equipment

The 2 bedroom, 1 bath home incorporates open space planning, has a total approximate 1,000 sq.ft. of heated living area, and a single car garage. In keeping with the neighborhood feel, the home has a front porch providing an area for outdoor interaction.

PROJECT LOCATION

The project is located at 105 Lynn Street in a neighborhood near John Ridgeway and Ulysses S. Grant Elementary Schools. The lot is currently owned by the City of Columbia and has been placed into the Columbia Land Trust, and it will be included with the CHDO funding award. It is located near the #1 Black and #2 Gold Connector, and #7 Purple Neighborhood, public transportation routes and is within the Douglass Park Neighborhood Association boundary.

PROJECT TIMELINE

1. Project Timeline –

a. Based upon award of a contract from the city of Columbia on March 1, the following is the anticipated timeline:

- | | |
|----------------------------------|----------------------------------|
| i. April: | Solicitation of bids |
| ii. May: | Bid awarded and site work begins |
| iii. June: (weather permitting): | Construction begins |
| iv. June – December: | Construction |
| v. June – December: | Marketing |
1. Publicity – the construction site will be designated by a construction sign showing funding and various contractors involved in the construction. A phone number will be posted for interested buyers.
 2. CMCA will design informational brochures and flyers promoting the sale of the property and send those to partners who serve low to moderate income individuals, including the Columbia Housing Authority, for use by their staff in the City's homeownership classes and CHA's self-sufficiency programming.
 3. Special presentations will be available on the home and community land trust in general.
 4. Special outreach will be made to those in the disabled community through the Services for Independent Living and other similar organizations.
 5. Applications will be available online, at the CMCA central office, and CMCA's Boone County Resource Center.
- vi. September – Home sold and occupied

Sources and Uses of Funds 105,107,115 Lynn St. - Form X

Development Sources of Funds

Total Sources	% of costs
City HOME CHDO	\$ 19,000.00
Private Financing	
CHDO Equity	\$ 87,015.00
Total	\$ 106,015.00

Development Uses of Funds

Acquisition & General Requirements

Lot/Land	\$ -
Permits	\$ -
Labor	\$ -
Surveys/Appraisals	\$ 550.00
Temporary Facilities/Utilities	\$ 700.00
Equipment Rental	\$ 3,100.00
Insurance	\$ 1,000.00
Plans/Architect	\$ -
Interest/Bank Fees	\$ -
Realtor Fees	\$ -
Advertising & Sales	\$ -
Legal Fees	\$ -
Developer Fees	\$ -
Other Fees: (incl HERS rater)	\$ 850.00
Maint/ Clean-up	\$ 100.00
Total Acq/General Req.	\$ 6,300.00

Sitework

Site Preparation	\$ -
Earthwork/Excavation	\$ 1,493.00
Sewer	\$ 200.00
Utilities Installation	\$ 500.00
Landscaping	\$ 450.00
Total Sitework	\$ 2,643.00

Concrete

Reinforcement	\$ 2,303.00
Rock	\$ 1,185.00
Footings/Foundations	\$ 5,796.00
Flatwork	\$ 4,426.00
Total Concrete	\$ 13,710.00

Carpentry/millwork

Rough Carpentry	\$ 12,250.00
Trusses/Pre-Fabs	\$ 4,446.00
Finish Carpentry	\$ 3,705.00
Total Wood	\$ 20,401.00

Thermal & Moisture

Insulation	\$ 2,250.00
Shingles/Roofing	\$ 2,500.00
Gutters	\$ 610.00
Siding	\$ 3,752.00
Soffit/Fascia	\$ 1,393.00
Total Thermal/Moisture	\$ 10,505.00

Doors and Windows

Exterior Entrance Doors	\$ 984.00
Interior Pre-Hung Doors	\$ 2,581.00
Patio Doors	\$ -
Garage Door(s)	\$ 900.00
Windows	\$ 4,053.00
Hardware	\$ 557.00
Total Doors and Windows	\$ 9,075.00

Finishes

Drywall	\$ 7,200.00
Vinyl	\$ 630.00
Tile	\$ -
Carpet	\$ 1,680.00
Painting Interior	\$ 2,465.00
Painting Exterior	\$ 250.00
Total Finishes	\$ 12,225.00

Equipment

Appliance kitchen	\$ 2,136.00
Appliance laundry	\$ 750.00
Total Equipment	\$ 2,886.00

Furnishings

Cabinets	\$ 2,920.00
Countertops	\$ 900.00
Sinks	\$ 200.00
Mirrors	\$ 200.00
Total Furnishings	\$ 4,220.00

Mechanical

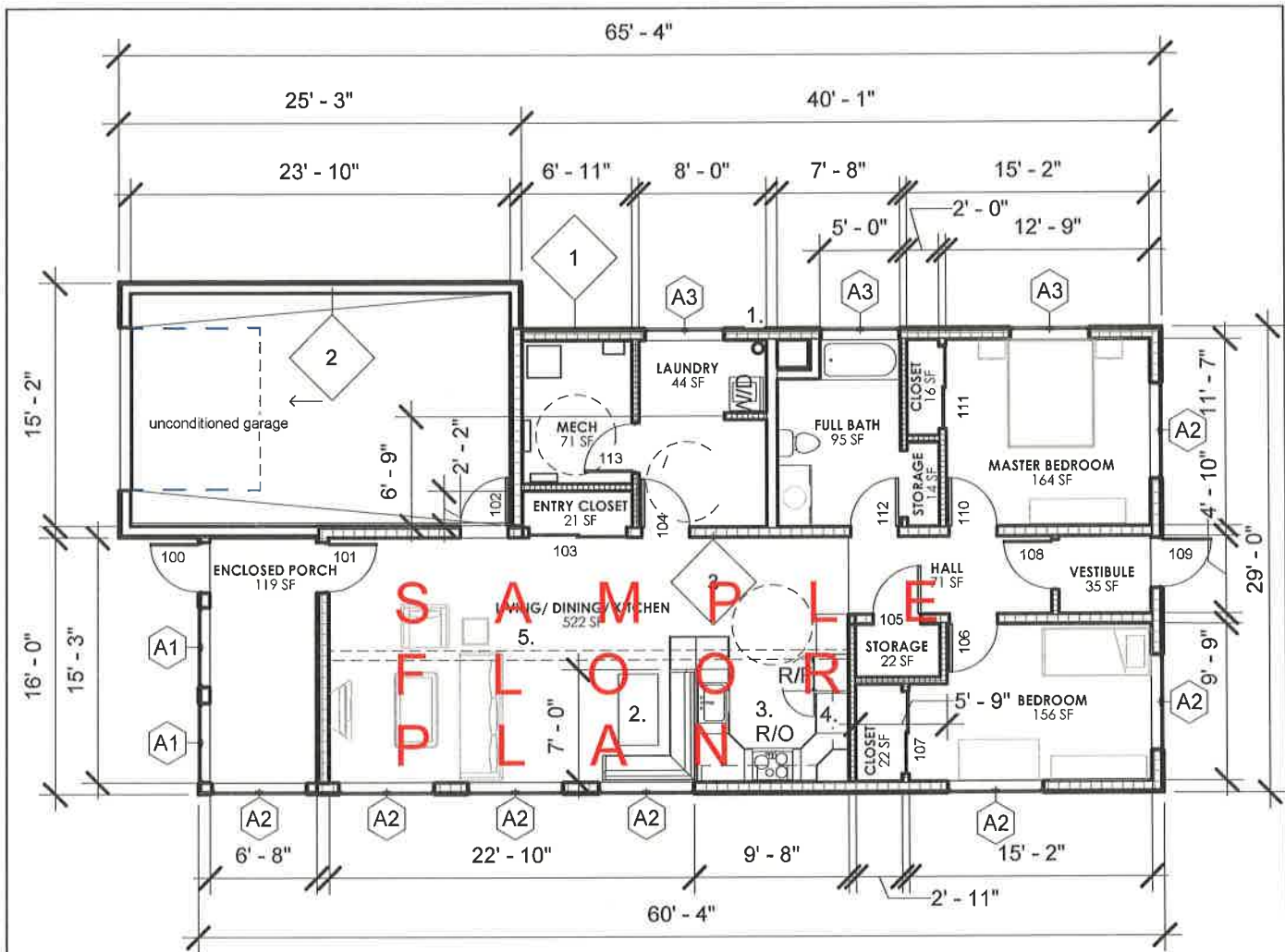
Plumbing	\$ 6,458.00
HVAC	\$ 5,576.00
ERV	\$ 2,795.00
Other exhaust fans	\$ 500.00
Total Mechanical	\$ 15,329.00

Electrical

Service & Distribution	\$ 3,690.00
Lighting	\$ 644.00
Communications	\$ 200.00
Fixtures	\$ 788.00
Total Electrical	\$ 5,322.00

Developer Fee (15% max) \$ 3,399.00

Total Development Costs \$ 106,015.00



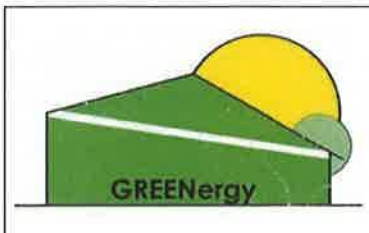
NOTES:

- 1. 4" DIA. PIPE FOR RADON MITIGATION - T UNDER SLAB, CONTINUOUS THROUGH ROOF
- 2. BUILT-IN SEATING AREA
- 3. RANGE HOOD ABOVE
- 4. MICROWAVE ABOVE
- 5. 3-1/2 X 14 LVL RIDGE BEAM ABOVE

1 First Floor Plan
3/32" = 1'-0"

PARTITION LEGEND (FROM OUTSIDE FACE TO INSIDE FACE)

- 1. SIDING, UNDERLAYMENT, SHEATHING, FURRING/DRAINAGE PLANE, WATERPROOF MEMBRANE, SIPS, GB.
 - 2. SIDING, UNDERLAYMENT, SHEATHING, FURRING/DRAINAGE PLANE, WATERPROOF MEMBRANE, 2X4 STUD WALL 24" OC, GB.
 - 3. GB BOTH SIDES OF 2X6 STUD WALL AT 16" OC (BEARING WALL)
- ALL INTERIOR NON-LOAD BEARING WALLS: GB BOTH SIDES 2X4 STUD WALL AT 24" O.C. (2X6 AT PLUMBING)



GREENergy Zanos

804 King Ave
Columbia, MO

Floor Plan

Project number	001
Date	03/18/16
Drawn by	GREENergy
Checked by	MG

A103

Scale 3/32" = 1'-0"



Central Missouri Community Action
807-B North Providence Rd
Columbia, MO 65203
573.443.8706 office
573.875.2689 fax
ShowMeAction.org

October 31, 2016

RE: RFP 2016 CHDO 105, 107, 115 Lynn Street

Mr. Randall Cole
Housing Programs Supervisor
City of Columbia
500 East Walnut
Columbia, MO 65201

Dear Mr. Cole:

The Central Missouri Community Action board of directors has approved the submission of a proposal for \$19,000 in CHDO funds for construction of a single-family home in response to the RFP noted above.

Sincerely,

A handwritten signature in blue ink that reads "Julie Aitkens". The signature is written in a cursive style with a large, looping initial "J".

Julie Aitkens
Deputy Director



October 29, 2016

Ms. Lisa Goldschmidt
Central Missouri Community Action
807-B. North Providence Rd.
Columbia, MO 65203

**RE: Central Missouri Community Action
Proposed Single Family Home**

**Location:
105 Lynn St
Columbia, MO**

Dear Ms. Goldschmidt:

We appreciate the opportunity to provide architectural services for your residential project at 105 Lynn St., Columbia, MO. We will provide these services without any professional fees. We estimate that the house will be similar in shape and layout as the proposed King Avenue House, with a floor plan square footage of approximately 950-1000 square feet, simple gable roof, with garage.

Below are the energy efficient, universal design, and healthy homes features planned to be incorporated into the Construction Documents for this home:

Energy Efficient Components

- Exterior walls: Structural Insulated Panel (SIPs) or conventional framing construction rated to R-19 minimum (insulation only)
- Ceiling/Roof: truss framing, with insulation rated to R-50
- Foundation: reinforced trench footing, vertical foundation and slab edge insulation at R-10 from top of slab to top of footing
- Sub-slab: Horizontal interior perimeter sub-slab insulation, 4' at R-10
- Vapor barrier: Air Barrier at exterior walls under siding.
- Heat pump or conventional forced air furnace, ducted. 95% AFUE or greater, SEER of 16 minimum.
- Appliances: Energy Star rated; vented to exterior where applicable
- Windows: Vinyl, double pane, with screens: Low-E Argon filled
- Exterior doors: Insulated steel
- Garage door: 9X7
- Ductwork sealed; all ductwork outside conditioned space insulated to R-13
- Design of the home shall conform to 2015 IECC as adopted by the City of Columbia.

Universal Design Features

- No-step entrance with at least 36" door on accessible route from site entry point; maximum threshold height ¼" vertical, ½" beveled (1:2 slope)

University of Missouri, Lincoln University, U.S. Department of Agriculture and Local Extension Councils Cooperating

- Maximum 1:20 running slope and 1:50 cross-slope for exterior accessible routes
- 36" wide clear travel space along accessible routes
- 60" x 60" level maneuvering space clear of door swing at accessible entrance; 18" clear space on pull and push sides of door
- One wheelchair accessible bathroom
- Removable or retractable doors and 9" toe kicks under kitchen and accessible bath sinks
- Minimum 32" interior door panel and 43" hallways; 18" clear space on pull and push side of all interior doors' minimum of 30" x 48" approach space on push side
- Lever-type door handles
- Illuminated rocker light switches
- Switches and environmental controls placed no higher than 48" A.F.F. and electrical outlets no lower than 15" A.F.F. to bottom of outlet. Switches above kitchen cabinets/bath vanity no higher than 45" A.F.F. to switch or top of outlet

Healthy Homes Features

- Energy Recovery Ventilator with dedicated ductwork, sized and ducted to meet ASHRAE 62.2
- Passive radon system including setup for installation of fan to incorporate active exhaust system
- Low- or no VOC (Volatile Organic Compound) or formaldehyde building materials
- Incorporation of the 8 principles of healthy homes

Please let me know if you have any questions.


Sincerely,



Michael E. Goldschmidt, AIA MO A-6016
Associate Teaching Professor
Department of Architectural Studies
National Director - Healthy Homes Partnership
State Housing and Environmental design Extension Specialist

CMCA Federal Tax ID #:
43-0835026

CMCA DUNS # 188596456

	<p>TYPE OF ISSUANCE: ACCOUNTING & FINANCIAL POLICY & PROCEDURE</p> <p>SUBJECT: ACCOUNTING DEPARTMENT OVERVIEW</p>	<p>EFFECTIVE DATE: January 1, 2015</p> <p>APPROVED BY: HEAD START POLICY COUNCIL & BOARD OF DIRECTORS</p>
---	---	---

B. ACCOUNTING DEPARTMENT OVERVIEW

Agency

The accounting department consists of staff that manages and processes financial information for CMCA. The following positions comprise the accounting department:

- Finance Director
- Financial Operations Specialist
- Accounting Associate

Other officers and employees of CMCA who have financial responsibilities are as follows:

- Executive Director
- Deputy Director
- Executive Assistant
- Program Directors
- Human Resources Department
- Board Committees- Audit Committee, Executive Committee, Finance Committee
- Treasurer of Board
- Full Board of Directors
- This includes designees

Responsibilities

The primary responsibilities of the accounting department consist of:

- General ledger
- Budgeting
- Cash and investment management
- Asset management
- Retain custody of original grants and contracts, including monitoring reports
- Purchasing
- Accounts receivable and billing
- Cash receipts
- Accounts payable
- Cash disbursements
- Payroll and benefits
- Financial statement processing
- External reporting of financial information
- Bank reconciliation
- Reconciliation of subsidiary ledgers
- Compliance with government reporting requirements

- Annual audit
- Leases
- Insurance

Standards for Financial Management Systems

In accordance with OMB Circulars, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Agencies*, found at www.omb.gov, CMCA maintains a financial management system that provides for the following standards. Specific procedures to carry out these standards are detailed in the appropriate sections of this manual.

1. Accurate, current, and complete disclosure of the financial results of each Federally-sponsored project or program in accordance with the reporting requirements of OMB Circulars and/or the award.
2. Records that identify adequately the source and application of funds for Federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
3. Effective control over and accountability for all funds, property, and other assets. CMCA shall adequately safeguard all such assets and ensure they are used solely for authorized purposes.
4. Comparison of outlays with budget amounts for each award. Whenever possible, financial information shall be related to performance and unit cost data.
5. Written procedures to minimize the time elapsing between the transfer of funds to CMCA from the U.S. Treasury and the issuance or redemption of checks, warrants, or payments by other means for program purposes by the recipient.
6. Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
7. Accounting records including cost accounting records that are supported by source documentation.



U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
 DISTRICT DIRECTOR

MAY 31 1967

St. Louis, Missouri 63101
 May 29, 1967

IN REPLY REFER TO
 Form L-178
 A:R
 StL:EO:67-93

• Central Missouri Counties' Human
 Development Corporation
 P.O. Box 914
 Columbia, Missouri 65201

Gentlemen:

PURPOSE	
Educational & Charitable	
ADDRESS INQUIRIES & FILE RETURNS WITH DISTRICT DIRECTOR OF INTERNAL REVENUE	
St. Louis	
FORM 990-A RE- QUIRED	ACCOUNTING PERIOD ENDING
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	July 31

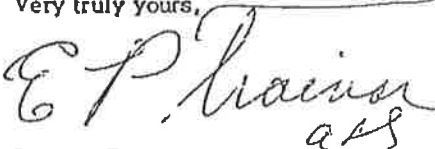
On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on or before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Very truly yours,

 District Director

#43-0835026



Certificate of Incorporation

WHEREAS, An Association organized under the name of

CENTRAL MISSOURI COUNTIES' HUMAN DEVELOPMENT CORPORATION

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

CENTRAL MISSOURI COUNTIES' HUMAN DEVELOPMENT CORPORATION

and the address of its Initial Registered Office in Missouri is: 617 Walnut Street,
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

6th day of December A. D., Nineteen
Hundred and Sixty-Five

James Kirkpatrick
Secretary of State.
J. R. Clow
Deputy Secretary of State.

RECEIVED OF: CENTRAL MISSOURI COUNTIES' HUMAN DEVELOPMENT CORPORATION

Ten and no/100 Dollars, \$ 10.00

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

No. NP-6257

Dean Mitchell
Deputy Collector of Revenue

(Continued)

Name	Address	City	State
Gerald Lansford		Linn,	Missouri
Wilfred Stigemann		Westphalia,	Missouri
Thurman Willette		Linn,	Missouri
Floyd Weisser		Jamestown,	Missouri
Galveston Shipley		Tipton,	Missouri
Dale J. DeLong		California	Missouri
Mrs. Cecil Griswell	300 Hickman Ave.	Columbia,	Missouri
Rabbi A. Pimontel	1107 University Ave.	Columbia,	Missouri
Alt. Herbert Gessert	307 Hitt	Columbia,	Missouri
Major Wayne Lockhart	414 Jefferson	Jefferson City,	Missouri
William Quigg	1330 Winston Dr.	Jefferson City,	Missouri
Alonza Brown	751 Locust	Jefferson City,	Missouri

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

Aiding, promoting and assisting by all possible means and through all possible avenues the economic, social, cultural and educational development and progress of the counties of central Missouri, taking advantage of any and all United States Government or State of Missouri assistance programs which are now or may in the future become available. The Corporation shall have the right to accept gifts of money, property or services; to borrow money, to buy, sell or lease real estate or other property, to enter into contracts and to do all other acts authorized by law.

6. Each director and officer of the Corporation shall be indemnified by the Corporation against all reasonable costs and expenses including counsel fees, actually and necessarily incurred by or imposed upon him or his estate in connection with the defense of any action, suit or proceeding to which he shall be made a party by reason, of his being or having been a director or officer of the Corporation (whether or not he continues to be a director or officer at the time of incurring such costs or expenses), except in relation to any matter as to which he shall be adjudged in any such action, suit or proceeding, without such judgment being reversed, to have been liable for negligence or misconduct in the performance of his duties as such director or officer. In the event of the settlement of any such action, suit or proceeding, prior to the final judgment, the Corporation shall also make reimbursement for payment of the costs, expenses and amounts paid or to be paid in settling any such action, suit or proceeding when such settlement appears to be in the interests of the corporation in the opinion of the majority of the directors who are not involved, or if all are involved, in the opinion of independent legal counsel selected by the board of directors. No director or officer of the Corporation shall be liable to any other director or officer or other person for any action taken or refused to be taken by him as director or officer with respect to any matter within the scope of his official duty except such action or neglect or failure to act as shall constitute negligence or misconduct in the performance of his duties as director or officer.

FILED AND CERTIFICATE OF
INCORPORATION ISSUED

DEC 6 1963

James C. [Signature]

ARTICLES OF INCORPORATION
 UNDER THE
 GENERAL NOT FOR PROFIT CORPORATION ACT

To The Secretary of State, Jefferson City, Missouri:

We, the undersigned,

Name	Address	City	State
<i>Reb. Pimontel</i>	<i>1107 University</i>	<i>Columbia</i>	<i>Mo.</i>
<i>Chas. G. Repp</i>	<i>514 Poplar St.</i>	<i>Boonville</i>	<i>Mo.</i>
<i>Wayne Dickhut</i>	<i>414 Jefferson St.</i>	<i>Jefferson City</i>	<i>Mo.</i>
<i>R. L. Ansell</i>	<i>308 Saline</i>	<i>Glasgow</i>	<i>Mo.</i>
<i>Paul Farley</i>	<i>21 Bartley Lane</i>	<i>Fulton</i>	<i>Mo.</i>

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: Central Missouri Counties' Human Development Corporation
2. The period of duration of the corporation is: Perpetual
3. The address of its initial Registered Office in the State of Missouri is: 617 Walnut Street, Columbia, Missouri, County of Boone and the name of its initial Registered Agent at said Address is: Rabbi Pimontel
4. The first Board of Directors shall be twenty-four in number, their names and addresses being as follows:

Name	Address	City	State
Rev. C. G. Shaw		Pilot Grove.	Missouri
Chas. A. Repp	514 Poplar	Boonville.	Missouri
Floyd Coleman	106 Bell	Boonville.	Missouri
Jack McBride	Rte. #1	Fulton.	Missouri
Edith McClellan		New Bloomfield,	Missouri
Paul Farley	21 Bartley Lane	Fulton,	Missouri
Robert R. Walker	Box 450	Fayette,	Missouri
Sam Richardson	201 Green St.	Armstrong,	Missouri
Ron Ansell	308 Saline	Glasgow	Missouri
Rev. W. C. Williams	602 Allen	Moberly,	Missouri
Mrs. Hazel Burton	408 S. 4th	Moberly,	Missouri
D. A. Pierce	Court House	Moberly,	Missouri

(Continued)

(Continued)

(INCORPORATORS MUST SIGN BELOW)

Rebs. Pimontel
Char. A. Repp
Wayne Lockhart
Ronald L. Ancell
Paul Farley

Incorporators

VERIFICATION

STATE OF Missouri }
 County Of Boone } ss.

I, Minerva S. Botkin, a Notary Public,
 do hereby certify that on the twenty-fourth day of September,
 1965, Rabbi A. Pimontel, Charles A. Repp, Wayne Lockhart,
Ronald L. Ancell, Paul Farley

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.

Minerva S. Botkin

Notary Public

My commission expires: Sept. 26, 1968

FILED AND CERTIFICATE OF
 INCORPORATION ISSUED

DEC 6 1965

James C. [Signature]

Corporation Dept. SECRETARY OF STATE

NR-6257

FILED AND CERTIFICATE OF
INCORPORATION ISSUED

MAY 6 1935

James S. [Signature]

Comptroller Genl. SECRETARY OF STATE

Central Missouri Community Action Bylaws

Article I Name

The name of the organization shall be "Central Missouri Community Action."

Article II Purpose

The purpose of the organization shall be to stimulate better focusing of all available Local, State, Private and Federal Resources with the goal of enabling low-income families and low-income individuals of all ages in rural and urban areas, to attain the skills, knowledge, motivation and opportunities needed for them to become self-sufficient including the provision of decent housing that is affordable for low-to-moderate income people. It shall strive to make the entire community more responsive to the needs and interests of the poor by mobilizing resources and bringing about greater sensitivity on the part of other community agencies to their needs.

The organization shall work with the poor, the public sector and the private sector of the community in developing both a long-range strategy and specific short-range plans for using potential resources, including public (Federal, State, and Local) and Private Resources of all kinds, taking into account the areas of greatest community need, the availability of resources, and its own strengths and limitations. It shall establish realistic obtainable objectives expressed in concrete terms, which permit the measurement of results. The organization shall operate programs meeting high-priority needs as an effective vehicle through which the organization can stimulate increased community responses to the needs of the poor.

Article III Powers of the Board of Directors

Section 1 – Directors In-Lieu of Members

The Corporation shall not have members as such; but in lieu thereof, shall have only a Board of Directors, which shall be self-perpetuating in the manner described in Article IV; Section 2.

Section 2 – Powers as a Not-For-Profit Corporation

The Board of Directors (hereinafter referred to as "the Board") shall exercise, on behalf of the Corporation, all powers granted to such corporations under the statutes of the State of Missouri, as listed in Chapter 355, Section 355.090, Revised. Section 3 – Powers as a Designated Community Action Agency (CAA) and as an Eligible Entity.

Section 3 – Powers as a Designated Community Action Agency (CAA) and as an Eligible Entity

The Board shall exercise, on behalf of the Corporation, all powers granted to the Corporation as a designated CAA under the Economic Opportunity Act of 1964, as amended; and as an Eligible Entity under the Community Services Block Grant Act of 1981, as amended.

Section 4 – General Responsibilities

Board responsibilities include trusteeship, comprehensive accountability to funding sources and the public for programs and services; legal accountability for the assets of the agency; policy determination; approval of programs to be provided; determination of agency goals; assisting staff in promoting positive public and community relations and in developing financial and volunteer resources; and evaluation of overall agency and program results. Board members are additionally responsible for regular attendance at board and committee meetings.

Section 5 – Governance

It is the responsibility of the Board to determine the personnel, fiscal, and operating policies to be followed by the Corporation. It shall be the responsibility of the Executive Director to implement the policies approved by the Board.

Article IV Board of Directors

Section 1 – Ethics

Board members shall conform to the same standards of ethics and behavior as is required of agency staff and volunteers.

Section 2 - Composition and Selection of Board Members

The Board of the Corporation shall consist of twenty-one (21) Directors and each county served by CMCA must be represented

In order to have representation from all eight counties, the following shall be required:

- a. One-third of the Directors shall be elected public officials currently holding office. In the event that there are not enough elected public officials reasonably available and willing to serve on the Board, the County Commissioners may appoint a representative to serve on their behalf.
- b. At least one-third of the Directors shall be democratically selected representatives of low-income people. Such representatives need not themselves be low-income.

When a vacancy occurs in the Low-Income Sector of the Board of Directors the following procedure will be followed:

- The Executive Director will prepare a Board vacancy announcement
 - The announcement will be made available to organizations and groups where low-income people will have access to the announcement.
 - As per the by-laws, nominations for the vacant board seat can be made by groups or an individual may self-nominate.
 - The Head Start Policy Council will select the dates, times and places for review of nominations and interview of nominees.
 - The Head Start Policy Council will select the best candidate from the nominees and present the name to the full board for approval.
- c. The remainder of the Directors shall be recruited from among persons that have expertise or experience that may be particularly helpful to the board in setting policy, strategic planning, and other board business. The Board of Directors must include at least one member with fiscal management background and expertise, at least one member who is a licensed attorney familiar with issues that come before the board, and at least one member with early childhood education and development expertise. If individuals with such expertise are not available to serve on the board, non-board members with these qualifications may work directly with the board on these issues instead. Private sector board representatives will be invited to serve according to the best interests of Central Missouri Community Action and the needs of the Board at the time of the nomination.
- d. Directors representing residents of a geographical area (i.e., public official and low-income Directors) must reside in that geographical area. Directors representing private sector organizations may reside anywhere within the Corporation's service area. Each county for which the Corporation is the designated CAA shall be represented on the Board of Directors.

Section 3 – Terms of Office for Directors

A public official serving on the Board shall serve a term, which coincides with the term of the public office to which the official is elected.

The term of service of low-income and private sector Directors is two (2) years. Said Directors may serve for more than one term but no more than three (3) consecutive terms totaling six (6) years. To serve additional consecutive terms, a Director must have attended 75% of meetings and be an active member of a committee as defined by that committee.

The term of service for these Directors will begin at the next Annual meeting of the Board following selection to the Board.

Section 4 – Removal from the Board

A board member may be removed from the Board of Directors with cause by an affirmative vote of the members of the Board present and voting at any regular meeting. Failure to attend two (2) regular meetings within the Board calendar year may be cause for the Board of Directors to declare a member's seat on the Board vacant. Other cause for removal from the Board may include failure to be an active committee member (as defined by the committee), engaging in activities that are in opposition to the agency's purposes and mission or that undermine the agency's credibility and public image; or unethical behavior related to representation of the agency in a board member capacity.

The President of the Board shall inform the Director in writing that removal is being considered, and state the grounds for removal. The Director will have an opportunity to respond to the President's letter at the regular meeting, at which the Board is to vote on the removal question.

Section 5 – Vacancies on Board

A vacancy occurs when: a) a Director is notified of removal by action of the Board for cause; b) a Director resigns his/her seat; c) a public official Director leaves office; d) the death of a Director; e) term limit is met.

Vacancies on the Board will be filled as soon as possible by the following methods: a) for vacancies occurring in the low-income sector of the Board, an election for the seat will be conducted as soon as is practical, but at least by the time of the annual meeting following the criteria outlined in Article IV, Section 2b; b) for vacancies occurring in the public official sector of the Board, the Board will ask another public official to serve. c) Vacancies occurring with the private sector representatives, the Board may recruit any individual that meets the criteria outlined in Article IV, Section 2, and item c to join the Board to fill the vacancy.

A low-income Director selected by the process outlined in (c) above, must represent as much as possible the same constituency as the original Director.

Section 6 – Conflict of Interest

Board Members must abide by the Central Missouri Community Action Board of Directors Conflict of Interest Policy and demonstrate their intent to do so by completing and signing the CMCA Board of Directors Conflict of Interest Signature Sheet. As stated in the policy, an ad hoc committee will be convened as needed, to review reported

conflict of interest disclosures. No individual may serve on the board if a conflict of interest is determined to exist.

Section 7 – Payment of Compensation and Expenses

Directors serve without pay (compensation), but all Directors can be reimbursed for travel to and from Board meetings, committee meetings, and other official business of the corporation subject to the following conditions: 1) funds are available for said purpose; 2) a travel voucher signed by the Director is presented for payment.

The rate of reimbursement for travel in a private automobile shall be the same as the rate approved for reimbursement of staff travel. In the case of ride sharing only the person providing the vehicle can be reimbursed.

When a Director is required to go outside the Corporation's service area to act in an official capacity, a travel advance may be given, in accordance with the Corporation's travel expense policies.

Other expenses associated with attendance at Board and Board committee meetings that may be reimbursed for low-income persons who are Directors include: 1) meals, when attendance is required during a meal hour, and 2) babysitting expenses for the actual costs incurred for the care of young children during attendance at an official meeting and paid to a person who is not a member of the Director's household, up to a maximum hourly reimbursement equal to the Federal minimum wage.

Article V Officers of the Board

Section 1 - Officers

The officers of the Board are President, Vice-President, Secretary, and Treasurer.

Section 2 – President

The President shall preside at all meetings of the Board and of the Executive Committee. He/She shall select the at-large members of the Executive committee at the first regular Board meeting held after the election of officers. He/She shall appoint committees and make work assignments to prevent duplication of effort and shall assume other duties normally undertaken by the president of a charitable organization.

Section 3 – Vice President

The Vice President shall assist the President and shall act in his/her stead if the President is unable to serve.

Section 4 – Secretary

The Secretary shall keep, or cause to be kept, all official minutes and records of the Board and shall ensure that reports and minutes are sent to Directors in a timely fashion.

Section 5 – Treasurer

The Treasurer shall make, or cause to be made, proper accounting and payments to vendors and staff according to FASB and/or funding guidelines, a detailed monthly financial report of the Board at each regular Board meeting, and an independent annual audit of the charts of accounts.

Article VI Election of Officers

Section 1 – Nomination and Election

A Nominating Committee, consisting of three Directors, shall be appointed by the President at the regular meeting held one month prior to the annual meeting.

The Nominating Committee shall obtain permission from all Directors whose names are to be placed on the slate.

The Nominating Committee shall present a slate of nominees, one nominee for each office, at the last regular meeting of the Board calendar year, at which time officers shall be elected.

Nominations for any office will be accepted from the floor at the time the election is held. Should more than one Director be nominated for an office, election for the office shall be by secret ballot.

Section 2 – Terms of Office

All officers shall serve a term of one year, and may be re-elected to serve additional terms. Directors may serve in the same office for no more than two (2) consecutive terms.

The terms of office for Board officers shall begin upon adjournment of the regular meeting at which the election to office occurs.

Section 3 – Vacancies

A vacancy in any office may be filled temporarily by the executive committee with approval by the Board at the meeting immediately following.

Article VII Meetings of the Corporation

Section 1 – Regular Meetings, Annual Meeting

The Board shall meet at least six times a year.

Each year at the last regular meeting held prior to the annual meeting, the Board should adopt a schedule of board meetings for the next year. For the purpose of this schedule, the year shall be twelve-month period beginning with the month in which the annual meeting is held. Meeting calendar can be altered by majority vote of the Board of Directors.

The Annual meeting shall be held in October of each year, unless said date is changed by a majority vote of the Board of Directors.

Section 2 – Special Meetings

Special meetings of the Board may be called by the President or upon written request to the President by at least three (3) members of the Board. Notice of any special meetings shall be given at least five (5) days previously thereto by written notice delivered electronically or sent by regular mail to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given electronically, such notice shall be deemed to be delivered when transmitted from the corporate office. Business transacted at special meetings shall be confined to the subjects stated in the call and matters germane thereto.

Section 3 – Quorum

Fifty (50) percent plus one (1) of the current membership (i.e., non-vacant seats) of the Board in attendance at any meeting shall constitute a quorum for that meeting.

Section 4 – Exercise of Privileges

Holding office, voting, introducing motions, and other privileges shall be limited to duly elected members of the Board of Directors.

Section 5 – Agenda and Notice of Meeting

The agenda and meeting notice for each Board of Directors meeting must be mailed to all Board members by the President or his/her designee at least five (5) days in advance. Any member may submit items to the Board for inclusion in the agenda. All submissions must arrive at the Central Missouri Community Action office in writing at least ten (10) days in advance of the meeting.

Items not properly submitted in advance may be placed on the agenda for the current meeting at that meeting. Any member may submit an item. No discussion of the item will be allowed prior to addition to the agenda. A simple majority of the members present shall be required for inclusion.

If an item is properly submitted and is not included on the following meeting's agenda, the member requesting its inclusion may request a vote of the Board at the meeting to determine if it should be set on the agenda for that meeting. A simple majority is required for inclusion.

Section 6 – Open Meetings

All regular, committee and special meetings of the Board at which routine business is conducted shall be open to the public. The Board may go into an Executive Session at such meetings to consider certain matters as allowed under the State of Missouri's open meetings law.

Electronically connected meetings in which all members can fully participate and interact with all other members are deemed to constitute legal meetings, provided the presence of a quorum. Such meetings must be in conformance with provisions of the Missouri open meetings law.

Section 7 – Manner of Acting

Except as otherwise specified in these Bylaws, matters of business coming before the Board or a committee of the Board at a meeting at which a quorum is present shall be decided by a simple majority of those members present.

Proxy voting by Board members is prohibited at meetings of the Board and its committees.

The quorum requirement is applicable for all official Board and Board committee actions at the time any action is taken: that is, a Board meeting or a committee meeting may not officially take place until the required quorum is present and if at any time during a meeting the quorum is destroyed, no further business may be transacted.

Section 8 – Minutes

Written minutes shall be kept for each Board meeting and committee meeting and shall include the names of those members present and a record of votes on all motions. Minutes of previous Board meetings shall be distributed to all Directors prior to the next Board meeting. Minutes of previous committee meetings shall, likewise, be distributed to all committee members prior to the next committee meeting.

Article VIII Standing and Special Committees

Section 1 – Creation of Committees

The Board may establish standing committees or special committees that will function on an Ad-Hoc basis.

Section 2 – Appointment of Committee Members

The members of standing and special committees shall be appointed by the President of the Board.

Section 3 – Charge of Committees

When a committee is created, or a task is assigned to a committee, it shall elect a chair. The chair of said committee shall be instructed as to: 1) the objectives of the committee and/or duties; 2) any special procedures and/or conditions to be adhered to in the execution of its task; and, 3) a deadline for reporting back to the full Board. Minutes shall be recorded for all committee meetings.

Section 4 – Composition

To the extent possible, all committees of the Board shall reflect the composition of the Board with at least one-third (1/3) of the members being Directors representing the low-income sector.

Section 5 – Quorum

A quorum of all standing and special committees is fifty (50) percent of the members.

Section 6 – Ex-Officio Committee Members

The Executive Director or his/her designee and the Board President shall serve as ex-officio members of all standing or special committees.

Section 7 – Staff Support for Committees

The Executive Director shall, if requested by the Board, appoint staff member(s) of Central Missouri Community Action to serve as the secretariats for standing and special committees.

Article IX Executive Committee

Section 1 – Composition

The Executive Committee shall consist of six (6) members, those being the officers of the Board and two other Directors chosen to serve at-large. The President shall select the at-large members of the Executive committee at the first regular Board meeting held after the election of officers per Article V, Section 2. The at-large members shall be selected from the Board sectors so as to achieve the composition requirement set forth at Article VIII, Section 4.

Section 2 – Conduct of Routine Business

The Executive Committee shall transact routine business of the Corporation between meetings of the full Board. The Executive Committee shall report any actions taken at the next meeting of the Board. Electronically connected Executive Committee meetings shall be permitted at the discretion of the President.

If a quorum is not achieved at any regular meeting of the Board, or if, during a regular meeting at which a quorum was initially established, the quorum is destroyed, then the executive committee may convene, provided a quorum of the Executive committee exists, and for as long as that quorum is maintained, conduct the business of the board meeting as specified on the agenda.

The Executive Committee shall review or cause to be reviewed, the by Laws of the Corporation periodically and recommend changes to the Board.

Section 3 – Review of Board Committees

The Executive Committee shall review the standing committees of the Board and recommend any additions or deletions of committees. It shall review and evaluate the performance of the standing committees, as appropriate.

Section 4 -- Selection Procedures of Low-Income Directors

The Executive Committee shall review and approve the selection procedures used in each county to select the low-income Directors to the Board of Directors.

Article X County Advisory Boards

Section 1 – Policy toward County Advisory Boards

Each of the counties served by the Corporation may have a county advisory board. It is the policy of the Corporation to encourage the development and maintenance of such a board in each county.

Section 2 – Purpose

The purpose of county advisory boards is to support the purposes of and promote the policies of the Corporation and strive to make the entire local community more responsive to the needs and interests of low-income people by mobilizing resources and bringing about greater sensitivity on the part of the community to their needs.

Section 3 – Duties

The general duties of a county advisory board shall be: 1) to serve as an open forum for low-income people; 2) to annually assess the needs of low-income people in the county and formulate a priority of needs; 3) to develop recommendations to the Board on community action goals and activities for the county anti-poverty program; 4) to evaluate ongoing anti-poverty program activities and report to the Board on the effectiveness of same; 5) to encourage its members to serve on other social and physical planning groups in the community; 6) to encourage low-income people themselves to be active in the various citizen participation mechanisms open to them, and 7) prepare minutes of all meetings, providing a copy for distribution to the Board of Directors.

Section 4 – Bylaws of County Advisory Boards

County Boards shall adopt bylaws consistent in all respects with criteria established by the Board. All sets of such bylaws and any subsequent amendments thereto shall be submitted to the Board for review and acceptance in advance of being enacted by the County Board.

Section 5 – Board Directors serving on County Advisory Boards

Directors of the Board should also serve on county advisory boards, where present. However, membership on a county advisory board will not be a pre-requisite for membership on the Board.

Section 6 – Composition

The composition of the county advisory boards shall reflect the composition of the Board.

Section 7 – Failure of County Advisory Board to Comply

Failure of a county advisory board to comply with any of the above provisions of Article X may result in the suspension by the Board of the right of said county advisory board to exercise the duties and functions of a county board. Such suspension shall remain in effect until such time as the county advisory board is again in compliance with the provisions.

Article XI Columbia Community Housing Development Organization Board of Directors

Section 1 – Creation and Process

An independent community housing development organization board of directors (hereinafter referred to as the “Columbia CHDO Board”) is hereby created and established for the sole purpose of obtaining and spending community housing development organization set-aside funds available to the City of Columbia as a participating jurisdiction in the HOME Block Grant program, consistent with all applicable rules and regulations pertaining thereto. This board of directors will be known as “The Columbia Housing Development Organization Board of Directors.”

Section 2 – Duties

The Columbia CHDO Board is hereby directed to and shall have the sole, exclusive and complete power and authority to apply for, receive and spend CHDO funds from the City of Columbia and make all decisions and perform all acts reasonable and necessary to apply for, receive and spend said CHDO funds, including purchase of land to be titled in the name of the Central Missouri Community Action. The Columbia CHDO Board shall be the sole and exclusive entity to make all decisions regarding the receipt and expenditure of CHDO funds it receives, and such decisions will be final, binding and absolute.

In the exercise of its authority over CHDO funds, the Columbia CHDO board will in all respects obey and comply with all applicable rules and regulations regarding CHDO funds. This includes, but is not limited to, all federal, state and local laws, statutes, rules, regulations, administrative orders or directives of any type or nature pertaining to said funds.

Section 3 – By Laws

The Columbia CHDO board shall adopt bylaws consistent in all respects with criteria established by the Board of Directors. The bylaws and any subsequent amendments thereto shall be submitted to the Board for review and acceptance in advance of being enacted by the Columbia CHDO board.

Section 4 – Composition

The composition of the Columbia CHDO board shall reflect the composition of the Board of Directors in that the CHDO board shall maintain at least one-third of its membership for residents of low-income neighborhoods, other low-income community residences, or elected representatives of low-income neighborhood organizations.

The Columbia CHDO Board shall have at least three members but no more than six members. The members will be appointed by the President of the Board. Members will continue to serve until a replacement is appointed or the member resigns. Columbia CHDO Board Members for the reasons stated in Article IV, Section 5 of the Board Bylaws, using the procedure outlined therein.

Section 5 – Administration

The Columbia CHDO board officers, meeting times, sub-committees and all other matters of administration and structure shall be as set forth by the Columbia CHDO board in its bylaws, which shall not be inconsistent with its membership requirements and its powers and duties and applicable rules and regulations. All such actions and decisions of the Columbia CHDO board will be reported to the Board of Directors in writing at the Board meeting following each action or decision.

Staff support to the Columbia CHDO board will be provided by Central Missouri Community Action staff. Signatory authority for documents and checks shall be consistent with Article XVI of the Board Bylaws. Funds handled by the Columbia CHDO Board shall be audited and reported in the annual audit of the Central Missouri Community Action in accordance with all applicable auditing standards and OMB circulars.

Article XII Equal Opportunity Committee (EOC)

Section 1 – Oversight responsibilities

The EOC shall oversee the implementation of Equal Opportunity Program (EOP) of the Corporation; and shall provide progress reports to the Board, of the Corporation's efforts and those of its delegate agencies to implement the EOP.

Section 2 – Enforcement responsibilities

The EOC shall review the investigations and dispositions of complaints of discrimination handled by the Equal Opportunity Program Officer (EEO).

Section 3 - Annual EO Survey

Through an annual Equal Opportunity (EO) survey, the EOO shall develop recommendations to the EOC for specific actions that will correct any disparate effect(s) found.

Section 4 – Staff Assistance to EOC

In carrying out its responsibilities, the EOC shall receive staff assistance from the EOO.

Section 5 – EEO appointment and reporting

The position of EOO shall be a regular position in the Corporation's staffing, but may be a part-time position. The EOO will report directly to the EOC or the Board Equal Opportunity matters. The EOO shall not be the Executive Director of the Corporation.

Article XIII Fiscal and Audit Responsibilities

Section 1 – Role of Treasurer

The Treasurer shall oversee the timely completion of these responsibilities.

Section 2 – Accounting system and procedures

The Board shall ensure that the Corporation develops and maintains an accounting system acceptable to its funding sources and auditors, and that the fiscal activities of the Corporation are conducted according to accepted standards of accounting practice and funding source regulations. The Executive Director shall develop, or cause to be developed, and implement detailed fiscal procedures, which shall govern day-to-day fiscal activities.

Section 3 – Fiscal Year

The fiscal year of the Corporation shall begin on the first day of October and end on the thirtieth day of September in the following calendar year.

Section 4 – Budgets

The Board shall be responsible for approving administration and program budgets or substantive changes thereto.

Section 5 – Audit

The Board shall review the annual audit with the auditor and assist the Executive Director in preparing the response to the audit findings, if any.

Section 6 – Budget Review

At each regular Board meeting, members shall review budgetary expenditures and approve any necessary budgetary expenses for the following budget period.

Article XIV Planning and Evaluation Responsibilities

Section 1 – Planning Cycle

The Board shall establish the annual planning cycle for the fiscal year.

Section 2 – Review of Proposed Programs

The Board shall have the right to approve and/or review all program proposals for new projects and for re-funding of ongoing projects.

Section 3 – Self-Evaluation Program

The Board shall establish and maintain the Corporation's self-evaluation program.

Section 4 – Special Grant Conditions

The board charges the Head Start Administration with establishing a Policy Council selection procedure that is in compliance with the Head Start Reauthorization Act.

The Head Start program will conduct an annual self-assessment in accordance with the Head Start Act and will make a full report to the Board of Directors, including Quality Improvement.

The Board of Directors charges Head Start Administration with establishing procedures for the recruitment, selection, and enrollment of participants.

Article XV Personnel Administration Responsibilities

Section 1 – Personnel Policies

The Board shall approve written personnel policies.

Section 2 – Review of personnel policies

The Board shall review the personnel policies periodically and approve changes thereto.

Section 3 – Implementing procedures

The Board shall, through its Executive Director, implement the approved personnel policies through written procedures developed and distributed by the Executive Director.

Section 4 – Salary Administration, job performance reviews

The Board shall approve changes to the following:

- 1) The Corporation's wage and salary plan
- 2) Fringe benefits and additions thereto
- 3) The job performance evaluation system

Section 5 – Evaluation of the Executive Director

The Board of Directors shall annually review the performance of the Executive Director through a formal written evaluation process, as determined by the Executive Committee. At the discretion of the Executive Committee, a personnel committee may be appointed to conduct the annual evaluation of the Executive Director.

Section 6 – Salary of the Executive Director

The salary of and any salary increases or bonuses for the Executive Director is set by the Board of Directors. The Executive Director will be compensated at a level below the federal wage cap.

Section 7 – Executive Director search committee

A search committee shall be appointed whenever the position of Executive Director becomes vacant.

The Committee shall advertise for and screen all prospective candidates for the position of Executive Director. The Committee shall recommend at least three (3) candidates to be interviewed by the Board as a whole. The Board shall make the final selection of the candidate to fill the position, and set the terms of the offer of employment.

Article XVI Authority to Bind the Corporation

Section 1 – Contracts

The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances.

Section 2 – Loans

No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3 – Checks, Drafts, etc.

All checks, drafts, or other orders for payment of money notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4 – Deposits

All funds of the Corporation, not otherwise employed, shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select, when it is determined that such action is to the advantage of the Corporation.

Section 5 – Bonding

Any directors, officers, or employees handling money of the Corporation shall be bonded at the Corporation's expense in such amounts as may be determined by the Board of Directors.

Article XVII Indemnification of Officers and Directors Against Liabilities and Expenses in Actions

Each director or officer, or former director or officer, of this Corporation and his/her legal representatives shall be indemnified by this Corporation against liabilities, expenses, counsel fees and costs reasonably incurred by him/her or

his/her estate in connection with or arising out of any action, suit, or proceeding or claim in which he/she is made a party by reason of his/her being or having been such director or officer, and any person who, at the request of this Corporation, served as director or officer of another corporation, and his/her legal representatives, shall in like manner be indemnified by the Corporation so requesting him/her to serve, provided that in neither case shall the Corporation indemnify such director or officer with respect to any matters as to which he/she shall be finally adjudged in any such action, suit or proceeding to have been liable for negligence or misconduct in the performance of his/her duties as such director or officer. The indemnification herein provided for, however, shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such director or officer (including expenses, counsel fees and cost reasonably incurred in connection therewith), provided the Board of Directors of the Corporation shall have first approved such proposed compromise settlement and determined that the director or officer involved was not guilty of negligence or misconduct but, in taking such action, any director involved shall not be qualified to vote thereon and, if for this reason a quorum of the Board cannot be obtained to vote on such matter, it shall be determined by a committee of three persons appointed by the members at a duly called special meeting or at a regular meeting. In determining whether or not a director or officer was guilty of negligence or misconduct in relation to any such matters, the Board of Directors or committee appointed by members as the case may be, may rely conclusively upon an opinion of independent legal counsel selected by such Board or Committee. Any compromise settlement authorized herein shall not be effective until submitted to and approved by a court of competent jurisdiction. The right to indemnification herein provided shall not be exclusive of any other rights to which such director or officer may be lawfully entitled. No director of the Corporation shall be liable to any other director or officer or other person for any action taken or refused to be taken by him/her as director or officer with respect to any matter within the scope of his/her official duties except as such action or neglect or failure to act shall constitute negligence or misconduct in the performance of his/her duties as director or officer.

Funds provided to the Corporation by any Federal, State or Local Government or agency thereof for the purpose of conducting program activities shall not be used to indemnify officers and directors of this Corporation unless such use is specifically approved by said government(s) or agency (ies) thereof.

Article XVIII Dissolution of Corporation

Section 1 – Distribution of Assets

In the event of dissolution of this Corporation or, if for any reason the purposes of this Corporation should become impossible to perform, all assets remaining after

all liabilities and obligations of the Corporation have been paid, satisfied and discharged, or adequate provisions made therefore, shall be distributed to one or more organizations organized and operated for similar exempt purposes or for other purposes within the purview of Section 501(c) 3 and which have exemption for federal income tax under Section 501 (c)3 of the 1954 Internal Revenue Code or such section as it may be amended or a corresponding provision of a prior law, or the Federal, State, or Local Government, for a public purpose.

Section 2 – Funding Source Close-Out Procedures

In the event of the dissolution of this Corporation, the regulations and procedures governing this situation, as put forth by the Corporation's funding sources, shall be followed and exhausted before the implementation of the assets distribution referred to in Section 1 of this Article.

Section 3 – Prohibitions in Disposing of Assets

No assets of the Corporation shall be distributed in dissolution or otherwise to any incorporator, member, donor, officer, or employee.

Article XIX Parliamentary Procedure

Robert's Rules of Order Revised shall be the final authority in matters pertaining to parliamentary procedure for this Corporation unless superseded by these Bylaws.

Article XX Bylaws

Section 1 – Review of the Bylaws

The Executive Committee shall review or cause to be reviewed the Bylaws of the Corporation periodically and recommend changes to the Board.

Section 2 – Amendments to Bylaws

The Bylaws may be amended at a regular meeting of the Board of Directors, previous notice having been submitted in writing to all members five (5) days prior to the Board meeting, with a two-thirds (2/3) vote of the members present necessary for adoption.

Changes to CMCA Bylaws:

Article IV Board of Directors

Section 2 - Composition and Selection of Board Members

In order to have representation from all eight counties, the following shall be required:

- a. One-third of the Directors shall be elected public officials currently holding office. In the event that there are not enough elected public officials reasonably available and willing to serve on the Board, the County Commissioners may appoint a representative to serve on their behalf. No more than one-third (1/3) of the governing board may be public officials (according to the HUD definition of "Public Official"), including employees of the participating jurisdiction.

Section 6 – Conflict of Interest

Board Members must abide by the Central Missouri Community Action Board of Directors Conflict of Interest Policy and demonstrate their intent to do so by completing and signing the CMCA Board of Directors Conflict of Interest Signature Sheet. As stated in the policy, an ad hoc committee will be convened as needed, to review reported conflict of interest disclosures. ~~No individual may serve on the board if a conflict of interest is determined to exist.~~ CMCA has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual.

Article XI Columbia Community Housing Development Organization (CHDO) Committee

Section 1 – Creation and Process

The Columbia Community Housing Development Organization (CHDO) Committee is hereby created and established for the purpose of looking at the affordable housing needs in the City of Columbia and recommending projects utilizing the set-aside funds available to the City of Columbia as a participating jurisdiction in the HOME Block Grant program.

The CHDO board shall establish an open forum for low-income persons, to be held not less than annually, to provide advice from Program beneficiaries regarding the design, site development, and management of affordable housing projects.

The CHDO board shall annually review the affordable housing needs of the low-income people in the City of Columbia as set forth in the City's Consolidated Plan and formulate a priority of housing needs there from.

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

Central Missouri Community Action
N00006257

was created under the laws of this State on the 6th day of December, 1965, 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 30th day of March, 2016.


Secretary of State



Certification Number: CERT-03302016-0087



Central Missouri Community Action
807-B North Providence Rd
Columbia, MO 65203
573.443.8706 office
573.875.2689 fax
ShowMeAction.org

October 31, 2016

RE: Financial Accountability Standards

Mr. Randall Cole
Housing Programs Supervisor
City of Columbia
500 East Walnut
Columbia, MO 65201

Dear Mr. Cole:

This letter serves as confirmation that Central Missouri Community Action certifies financial accountability standards conforming to 2 CFR 200.

Sincerely,

A handwritten signature in blue ink, appearing to read "Darin Preis". The signature is stylized with a large, looping initial "D" and "P".

Darin Preis
Executive Director




STATE OF MISSOURI

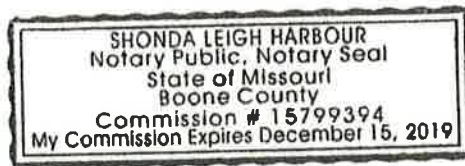
COUNTY OF Boone

On this 31st day of October, 20 16, before me personally Dani Preis, to me known to be the person or persons described in and who executed the forgoing instrument and acknowledged that they executed same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, the day and year first above written.


Notary Public

My term expires the 15th day of December, 20 19.



Darin E. Preis

4803 Chilton Ct.
Columbia, Missouri 65203
(573) 864-2281
darin-preis@showmeaction.org

EDUCATION

University of Missouri – Columbia, Truman School of Public Affairs.

Master of Public Administration, August 2005.

Southwest Missouri State University, Springfield, Missouri.

Bachelor of Arts Degree in English, Minor in Communications, May 1994.

WORK EXPERIENCE

October 2005 – Present

Central Missouri Community Action, Columbia, Missouri

Executive Director. Oversee all operations, staffing, and management for eight county Community Action agency. Communicate mission, priorities, fiscal responsibility, and programmatic initiatives to 21 member board of directors.

October 2005- Present

CMCHDC Properties, Ltd., Columbia, Missouri

Executive Director. Wholly-owned subsidiary which has affordable housing experience in the following projects: Columbia Oaks, Centralia, MO; Hanover Gardens, Hanover 2 & 3, MO; Apple Manor, Pleasant Hill, MO; and projects owned by CMCA which include: Mexico II, Mexico, MO; Booneville VFW Head Start Center; Worley Head Start Center; and single family affordable homes in Columbia, Fulton, and Vandalia, MO.

October 2003 – September 2005

Missouri Head Start – State Collaboration Office, Columbia, Missouri.

Director. Represent Head Start agencies in state level initiatives that affect early care and education throughout Missouri. Priorities include activities related to children with disabilities, child care, community service activities, education, family literacy services, health care, services for homeless children, and welfare. Work closely with state and federal staff to collaborate on projects that improve the quality and quantity of child care and services to low-income families. Coordinate and manage systems of service to minimize overlap and maximize service for families. Manage the budget, coordinate special initiatives, prioritize activities, identify additional funding, write grant applications, and capitalize on resources. Supervise Assistant Director, Health Coordinator, and Administrative Assistant.

August 1999 – September 2003

Missouri Head Start – State Collaboration Office, Columbia, Missouri.

Assistant Director. Assist with activities described above as requested.

October 1994 – July 1999

Ozarks Area Community Action Corporation Head Start, Springfield, Missouri.

Resources and Development Specialist. Wrote, received, and managed numerous grants including primary federal funding. Developed and maintained community assessment. Spoke on behalf of Head Start. Managed Head Start transportation component, Head Start Family Information System, and various other projects. Represented Missouri Association for Community Action (MACA) to Head Start Field Staff and Policy Council.

MILITARY EXPERIENCE

1989 – 2003 United States Army Reserves

Individual Ready Reserves (2000-2003). Maintained readiness status for possible assignment.

459th Transportation Co. (1994-2000). Sergeant, E5. Truck driving section, M915 25T tractor trailer. Supervised six soldiers. Vehicle Dispatcher January 1996 - June 1997.

A Btry 3/75 Field Artillery (1989-1994). Cannon Crewmember, 155mm SP Howitzer. Completed Primary Leadership Development Course (PLDC), August 1994.

COMMUNITY AND PROFESSIONAL LEADERSHIP

Missouri Foundation for Health board member – December 2010 - present

Columbia Chamber of Commerce – Education Comm. Chair - June 2009 – May 2011

Columbia Rotary Club – 2006 - 2010

First Chance for Children board Advisor, 2004 - present

PedNet Coalition board member, Treasurer, Vice-Chair, December 2006 - present

Columbia Board of Education member, April 2005 – April 2008, Nov. 2012 - Present

Missouri School Boards Association member, April 2005 – April 2008, 2012 - Present

Boone County Community Partnership board member, June 2005 – April 2008

Missouri Association for Community Action board member, appointed October 2005

Missouri Community Action Directors Association board member, October 2005 - Present

Association for the Education of Young Children – Missouri board member, 2004 – 2008

Children's Defense Fund Emerging Leader Fellows Class of 2004

Pi Alpha Alpha (National Honor Society for Public Affairs and Administration)

National Head Start Association member since September 1999

National Association for the Education of Young Children member since 1999

Certified Community Action Professional (CCAP) September 1998

OACAC MACA Chapter President, 1997-1998

Missouri Head Start Professional Alliance, Vice-Chairman, 1996-1998

National Society of Fundraising Executives, member, 1995-1998

PRESENTATIONS

Center for Family Policy and Research – Spring Symposium – April 2013

Missouri Department of Health and Senior Services Management Institute – Feb. 2011

National Head Start Association New Director's Conference – St. Louis, MO – Oct 2008

Nevada Governor's Conference on Juvenile Justice – Reno, NV – September 2006

2006 Candidate Briefing on Children's Issues – Columbia, MO – June 2006

Colorado Department of Human Services annual conference – Vail, CO - May 2005

Kansas Fatherhood Coalition statewide summit – Wichita, KS - April 2005

National Head Start Institute on Father Involvement – Dallas, TX - June 2004

Region VII Head Start Association – Kansas City, MO - May 2004

Conference on the Young Years – Lake of the Ozarks - March 2004

State Child Care Administration Meeting – Washington D.C. - August 2003

Parent Leadership Conference – Jefferson City, MO - 2003, 2004, 2005

HeadsUp! Reading Summit – Cincinnati, OH - May 2003

Region VII Annual Child Care meeting – Kansas City, MO - July 2002

Child Advocacy Day – Jefferson City, MO - January 2003

Kansas Head Start Association Annual Conference – Topeka, KS - November 2002

HeadsUp! Reading Facilitator Training – Columbia, MO - November 2002

Interlink – Jefferson City, MO - September 2002

Lisa Cumins

717 Kleewood Dr., Fulton, MO 65251
(573) 220-4299

EDUCATION:

2009. BAS Organizational Business Management, Hannibal-LaGrange College
- Courses: Group and Organizational Dynamics, Economics, Human Resource Management, Marketing, Ethics, Statistics, Managerial Accounting, Managerial Finance, Organizational Communication, Strategic Planning, Business Law
2003. AAS Early Childhood, Moberly Area Community College
- Courses: Families, Schools, and Communities, Management of Early Childhood Programs, Early Childhood, Public Speaking, and Cognitive Language Development.

WORK EXPERIENCE:

- May 2016 to Present: Financial Operations Supervisor
- Supervision and monitoring of accounting department
 - Prepare and submit financial documents as required by funding sources.
 - Monthly budget meetings with program directors.
 - Prepare and present financial statements for the Head Start Policy Council.
- 2014-May 2016: Site Administrator
- Supervision and oversight of 6 facilities in addition to oversight of the Co-pay software across 8 counties.
 - Maintain open communication. Ability to problem solve to ensure clients needs are met.
 - Entry of DFS authorizations for billing purposes.
- 2010-2014: Assistant Administrator, C.M.C.A.
- Oversight of Cole East Head Start and Co-pay software system for all full day EHS and HS facilities.
 - Monitor participant records for all Head Start sites.
 - Enter DFS authorizations for full day sites.
 - Train staff on the Co-pay software.
- 2007-present: Team Leader, Cole East Head Start
- Work with and maintain a strong team.
 - Build and maintain strong relationships with families.
 - Provide training to staff.
 - Monitor facility compliance with relevant regulations, codes, and performance standards.
- 2009-present: Certified Trainer, Family Wellness curriculum
- Teach ways to build healthy families.
- 2007-present: Certified Trainer, Love's Cradle Curriculum
- Provide relationship enhancement skills to couples.
- 2006-2007: Classroom Specialist, C.M.C.A. Administrative Office
- Monitor 17 classrooms.
 - Provide trainings for staff.

Lisa Goldschmidt (formerly Hamilton-Hill)

Home: 507 High Street, Columbia, MO 65201

Phone: 573.819.1635 | E-mail: Lisa.A.Goldschmidt@gmail.com

Profile

*Healthy Homes *Affordable Housing *Weatherization *Teaching *Grant Writing *Curriculum Writing
*Extension Programs

*Computer Skills: AutoCAD; Sketchup; 3DS Max; Photoshop; Adobe Acrobat; Microsoft Office; Campaign Monitor

Education

M.A. Human Environmental Sciences, Architectural Studies, Emphasis: Environment & Behavior

University of Missouri

Project Presentation: *4 Habitat: Building a Better Future - Service learning raises youth awareness of affordable housing needs*

07/2011

B.S. Human Environmental Sciences, Emphasis: Interior Environmental Design

(Accredited by the Foundation for Interior Design Education Research)

Cum Laude

University of Missouri

Thesis Project: *Conceptual Redesign of Park Avenue Public Housing, Columbia, MO*

12/2005

Credentials

-Healthy Homes Specialist, National Environmental Health Association

CID #9006525 (exp. 04/30/2018)

Employment

Central Missouri Community Action, Columbia, MO

Program Officer (10/2016 to present)

-Oversight of Weatherization Assistance, Rental Assistance, and Energy Assistance programs

-Single-family affordable housing development

-Development of healthy homes education and training

Energy and Housing Manager (11/2014 to 09/2016)

-Managed Low-Income Weatherization Assistance Program

-Oversaw development of single family affordable housing

-Managed multiple grant budgets

-Peer reviewed *Rebuild: Healthy Homes* national curriculum

-Led coalition to explore building tiny homes

-Served as primary media contact for weatherization program and affordable housing construction

University of Missouri, Department of Architectural Studies, Columbia, MO

Adjunct Instructor (08/2014 to 12/2014)

-ArchSt 1200, Architectural Drafting

Self-Employed (03/2013 to present)

-Project Coordinator, True/False Film Fest Temporary Bus Shelters, Columbia, MO

-Point project for project communications

-Supervised ArchSt Building Systems students in design/build process

-Planned coursework and speakers related to project

-Authored "Three-Legged Stool for Retirement Security" training curriculum, GRO - Grassroots Organizing (Mexico, MO) and Center for Community Change (Washington, D.C.)

-Authored Unemployment and Medicare/Medicaid personal stories, GRO - Grassroots Organizing, Mexico, MO

- Human resources consulting
- Event planning and volunteer training
- CoMET Campaign Coordinator for the PedNet Coalition, focused on improved and expanded public transit, Columbia, MO
 - Planned and facilitated monthly CoMET team meetings
 - Coordinated advocacy and communications plans, including social media, marketing, and public outreach
 - Communicated with a wide variety of stakeholders, including citizens, City Council and staff, County Commissioners, businesses, and non-profits
 - Collaborated with partnership team on the Health Impact Assessment (HIA) of a funding mechanism for transit expansion
 - Participated in high-level planning of public transit expansion, resulting in the first-ever transit route outside the Columbia city limits
 - Conducted interviews with local and national media (television, radio, print)
 - Developed web and media content
 - Supervised student intern
 - Developed and facilitated "How to Ride the Bus Class"
 - Collaborated with Columbia Transit to host "Educational Bus" event on University of Missouri campus
 - Presented information on Columbia Transit at Student Resource Fair for international students at University of Missouri
- Coordinator, Bus Shelter Design Project, Columbia, MO
 - Developed partnership among CoMET/PedNet Coalition, MU Architectural Studies, City of Columbia Office of Sustainability, City of Columbia Office of Cultural Affairs, and Columbia Transit
 - Point person for project communications
 - Media and public input for bus shelter designs
 - Scheduled speakers for presentation in ArchSt 4323/7323 Sustainable Technologies course
 - Solicited donors for materials and labor
 - Aided in the development of a community arts component

Pioneer Window Works, a Marathon Building Environments Company, Columbia, MO

Project Coordinator (05/2011 to 11/2012)

- Residential and commercial sales
- Estimated commercial, military, and residential projects in CSI Divisions 8, 10, and 12
- Reviewed construction documents, conducted job site visits
- Created detail drawings
- Prepared contract and product submittal packages
- Participated in ongoing product training
- Supported department manager
- Authored operations manual
- Developed quote tracking system and management reports
- Created auditing and discovery tools to help manage bidding and ordering processes
- Co-wrote grant application to Mid-Missouri Solid Waste Management District (\$5,000 funded)

University of Missouri HES Architectural Studies Extension, Columbia, MO

Graduate Research Assistant (01/2006 to 07/2010)

- Co-Founder and Co-Program Coordinator, and Lead Curriculum Author, *4 Habitat: Building a Better Future* service-learning program focused on four content areas: interior design, energy efficiency, nutrition, and communications
- Design Programmer, Columbia Transitional Housing for Homeless Youth, Columbia, MO. Coordinated with Central Missouri Community Action and Architectural Studies students. Participated in initial phases of design, including community meetings and charettes with CMCA staff and neighborhood residents
- Author, "Your Healthy Room," curriculum module for *Building Strong Families: Challenges and Choices*
- Developed and facilitated youth workshops (1-3X/year); evaluated youth presentations; served as a consultant and peer reviewer of K-12 curricula
- Facilitated educational programs for low-income homeowners
- Co-wrote major grant application to the Corporation for National and Community Service
- Authored *Missouri Families* website articles and responded to inquiries from website
- Authored *What Do You Know About Affordable Housing?* interactive quiz for *Poverty at Issue* website

- Researched and developed materials for eXtension. Topic: alternative energy and energy-efficient design for homes.
- Provided research data for application for HUD certification in homebuyer education
- Edited *HomeWorks: Maintaining Your Housing Investment* curriculum; and, "Making Ends Meet," educational Power Point presentation
- Edited various financial education quizzes and worksheets for Personal Financial Planning Extension faculty

Columbia (Missouri) Housing Authority

Internship for course credit (08/2007 to 12/2007)

- Coordinated with Columbia Housing Authority and City of Columbia Water and Light staff; and MU HES Extension faculty, to develop energy-efficiency rubric for Section 8 housing
- Collaborated with MU HES Extension faculty and Columbia Housing Authority staff to update utility allowances for public housing in Boone County, MO

University of Missouri HES Architectural Studies Extension and Missouri 4-H Youth Development, Columbia, MO

Student Assistant Professional (05/2003 to 12/2005)

- Program coordinator for architecture and interior design workshops for youth (1 to 3 times per year, 2004 to 2008)
- Designed web-based 4-H youth curriculum, "Designing a Space of Your Own"
<http://www.4h.missouri.edu/projects/design/>

Awards and Honors

- Primary Investigator, Rural LISC Healthy Homes grant (2016-2017 and 2015-2016)
- Project Manager, single-family affordable home, HOME grant (2015-2016), Columbia, MO
- Private Donation, *4 Habitat: Building a Better Future* (2011)
- Featured Program of Distinction, Healthy Living section, National 4-H Headquarters website, *4 Habitat: Building a Better Future* (2011)
- National Winner, Dr. Jim Duncan Program of Distinction category, National Association of Extension 4-H Agents (NAE4-HA), *4 Habitat: Building a Better Future* (2010)
- Program of Distinction, National 4-H/USDA/NIFA, *4 Habitat: Building a Better Future* (2009)
- Excellence in Green Building Education K-12 Recognition Award, U.S. Green Building Council, *4 Habitat: Building a Better Future* (2009)
- Irene Winifred Eno Grant, American Society of Interior Designers, *4 Habitat: Building a Better Future* (2009)
- MAE4-HYW Clover Colleague Award, Missouri Association of Extension 4-H Youth Workers (2007)
- Volunteer Recognition Award, GRO-Grass Roots Organizing (2012)
- Volunteer Recognition Award, Missouri Voter Issues Project/GOTV Campaign (2008)

Scholarships and Fellowships

- G. Maxene Harris Fellowship, College of Human Environmental Sciences (08/2006)
- Mary Harpster Dysart Scholarship, College of Human Environmental Sciences (04/2005)
- Phi Upsilon Omicron/Treva Kintner Student Scholarship, College of Human Environmental Sciences (04/2005)
- Virginia Hultz Booth Memorial Scholarship, College of Human Environmental Sciences (04/2005)
- Flo Dickey Funk Scholarship, College of Human Environmental Sciences (04/2003)
- Carol Ann Roberson/Dr. Kate Ellen Rogers Scholarship (04/2003)

Publications

- Goldschmidt, Lisa. (2014). *Three-Legged Stool for Retirement Security*. Scripted training activity. GRO - Grass Roots Organizing (Mexico, MO) and Center for Community Change (Washington, D.C.)
- Hamilton-Hill, Lisa and Copeland, Alison. (2009). *4 Habitat: Building a Better Future*. Service learning program with emphasis on interior design, energy efficiency, nutrition, and communications
- Hamilton-Hill, Lisa and Procter, Brenda. (2009). *What Do You Know About Affordable Housing?* interactive quiz at *Poverty at Issue* website
<http://extension.missouri.edu/cfe/poverty>.
- Hamilton-Hill, Lisa. (2008). "Hiring a Contractor," Feature Article on *Missouri Families* website
<http://www.missourifamilies.org>; and, *Solutions for Better Living*, MU HES Extension, premier issue
- Hamilton-Hill, Lisa, et. al. (2007). "Your Healthy Room," youth curriculum module for *Building Strong Families: Challenges and Choices*, MU HES Extension
- Hamilton-Hill, Lisa (2006, revised 2008). "Designing a Space of Your Own," Missouri 4-H Home Environment program <http://4h.missouri.edu/projects/design/>

Presentations

- Low-Income Weatherization Assistance Program, R.E.N.T. Conference, Jefferson City, MO (2016)
- Panelist, poverty presentation, Central Methodist University (2015)
- Low-Income Weatherization Assistance Program, Television Interview, *Mediacom Newsleaders*, Columbia, MO (2015)
- Light Up Rotary!, Radio and Internet Interview, *Radio Friends with Paul Pepper on KBIA*, Columbia, MO (2015)
- Panelist, *Using Health Impact Assessments to Shape Transit Policy*, County Health Rankings and Roadmaps. National webinar (2014)
- Panelist, *Roadmaps Grantee Quarterly Learning Call*, Community Catalyst (2014)
- Bus Shelter Design Project, Television Interview, *Mediacom Newsleaders* (2014)
- CoMo Connect, Radio interview. Columbia Morning with David Lile, KFRU (2013 and 2014)
- Columbia/Boone County Public Health & Human Services, PedNet Coalition, and Central Missouri Community Action. *Assessing the Impact of a Transportation Utility Fee in Columbia, MO*. Oral presentation. Columbia City Council, CoMET team, Boone County Board of Health, and Healthy Community Partnership (2013)
- CoMET and CoMO Connect, Radio Interview. Clear 99 "Clear View" program, Columbia, MO (2013)
- CoMET and CoMo Connect, Television Interview, *Mediacom Newsleaders*, Columbia, MO (2013)
- Health Impact Assessments for Public Transit, Television Call-in Interview. *County Health Rankings, Washington Journal*, C-SPAN, Washington, D.C. (2013)
- Social Security Survivors Benefits, Oral Presentation. *Social Security and Fiscal Cliff Convening*. Center for Community Change, Washington, D.C. (2012)
- Hamilton-Hill, Lisa. "The History of Public Housing in the United States," Guest Lecture. Course: Children and Families in Poverty, HDFS4700. University of Missouri. Columbia, MO. (2009, 2008, 2007)
- Hamilton-Hill, Lisa. *4 Habitat: Service learning raises youth awareness of affordable housing needs*, Oral Presentation. Housing Education and Research Association National Conference. Indianapolis, IN. (2008)
- Trainer, "Discover the Clover" Conference, Columbia, MO. Learning workshop for 4-H Home Environment project leaders. (2008)
- Instructor, State 4-H Congress, Columbia, MO. Programming and hands-on activities related to architecture and interior design careers. (2008 and 2006)
- Hamilton-Hill, Lisa. *4 Habitat: Service learning raises youth awareness of affordable housing needs*, Poster Presentation. Housing Education and Research Association National Conference. Charlotte, NC. (2007)
- Conference and Workshop Series. Topics: Alternative Housing and Sketchup Instruction. Missouri Educators of Family and Consumer Sciences Conference, Springfield, MO. (2006)
- Oral Presentation: Education and career information in architecture and interior design, FCCLA Conference. Columbia, MO. (2006)
- Phillips, Ronald; Goldschmidt, Michael; and Buffaloe, Barbara; Felts, Anne; Hamilton-Hill, Lisa. *Alternative Energy Education in Missouri: A Small, Compact, Fully Functional Solar/Wind Display*. Poster Presentation. Advancing Renewable Energy in the Midwest conference. (2006)
- Instructor, "Graphics, Animation and Online Games" track. 4-H National Technical Conference, St. Louis, MO. (2004)

Conferences Attended

- NEHA 2016 AEC and HUD Healthy Homes Conference (06/2015), *national conference, San Antonio, TX*
- Envision the Possibilities: Reinvesting in Rural America*, Rural Local Initiatives Support Corporation Annual Seminar (05/2015), *national conference, Washington, D.C.*
- Affordable Housing Symposium (12/2015), *Columbia, MO*
- Missouri Rural Health Conference (11/2015), *statewide conference, Columbia, MO*
- Kansas Housing Conference (08/2015), *statewide conference, Manhattan, KS*
- National Energy and Utility Affordability Coalition (06/2015), *national conference, Baltimore, MD*
- Housing Education and Research Association (10/2014), *national conference, Kansas City, MO*
- Missouri Homeownership Preservation Summit (01/2010), *statewide conference, Jefferson City, MO*
- Housing Education and Research Association (10/2008), *national conference, Indianapolis, IN*
- Housing Education and Research Association (10/2007), *national conference, Charlotte, NC*
- Advancing Renewable Energy in the Midwest (3/2006), *regional conference, Columbia, MO*

Organizations

- Member, Energy and Housing Professional Alliance (2014 to present)
- Member, Missouri Community Action Network (2015 to present)

- Member, National Environmental Health Association (2012 to present)
- Member, Missouri Homeownership Preservation Network (2010 to present)
- Member, Housing Education and Research Association (2016 to present; 2007 to 2011)
- Member, National Low-Income Housing Coalition (2007 to present)

Professional Development

- Finding the Right Data - Understanding Data Geographies and Filters*, Community Commons (07/2016), *national webinar*
- Grant Writing for Nonprofits & Social Enterprises*, Missouri Women's Business Center (08/2016)
- Building Science Principles*, EETCKC (08/2016)
- Building Healthy Communities of Opportunity*, The Kresge Foundation and Policy Link (05/2016), *national webinar*
- Knowledge in the Air: The Impact of Green Buildings on Cognitive Function*, EPA Schools and IAQ Connector (05/2016), *national webinar*
- Locating Opportunity Footprint Tool: Exploring Housing, Employment, and Education*, Community Commons (03/2016), *national webinar*
- Workshop: *Leading & Coaching Employees*, MU Extension, Jefferson City, MO (12/2015)
- Workshop: *Everything You Wanted to Know About Twitter But Were Afraid to Ask*, Progress Missouri, Columbia, MO (08/2013)
- Workshop: *Community Assessment: Conducting, Analyzing, Utilizing*, Missouri Association for Community Action, Lake Ozark, MO (07/2015)
- Roadmaps Webinar, *Applying Story-telling to Your Work*, Community Catalyst (07/2013), *national webinar*
- Region VIII Federal Partners, The National Prevention Strategy 2013 Webinar Series, *Designing Healthy Communities*, (07/2013), *national webinar*
- 2013 Webinar Series, *Improving Healthy Communities through the National Prevention Strategy: Designing Healthy Communities*, Region VIII Federal Partners (07/2013), *national webinar*
- Social Security and Fiscal Cliff Convening*. Center for Community Change, Washington, D.C. (12/2012)
- National Consumer Law Center, *Mortgage Assistance Relief Scams: What Advocates Should Know & Updates on Regulation* (03/2010), *national webinar*
- Essentials for Healthy Homes Practitioners Course*. National Center for Healthy Housing (03/2010)
- Community Development Academy: *Building Communities from the Grass Roots*, University of Missouri (08/2009)
- GRO Leadership Academy, Jefferson City, MO (06/2009)
- Certified Facilitator, *Building Strong Families: Challenges and Choices*, MU HES Extension (10/2006)
- Facilitator, *Home Ownership Made Easier (H.O.M.E.)*, MU HES Extension/NIFA (formerly USDA) (07/2006)
- Facilitator, *HomeWorks: Maintaining Your Housing Investment*, MU HES Extension (01/2005)

Service Activities

- Member, Missouri Healthy Homes Partnership Advisory Board (04/2015 to present)
- Member, Safe & Healthy Neighborhood Action Team, Columbia, MO (07/2015 to present)
- Commissioner, Public Transit Advisory Commission, City of Columbia, MO (08/2013 to 04/2014)
- Member, Services for Independent Living building committee (01/2013)
- Moderator, public meeting regarding long-term affordable housing plans in Boone County, MO (07/2012)
- Housing Justice Coordinator, GRO-Grass Roots Organizing (02/12 to 07/2014)
- Steering Committee Member, Columbia Universal Design Coalition (01/2012 to 07/2013)
- Board Secretary, Central Missouri Community Action, Community Housing Development Organization (02/2010 to 10/2014)
- Volunteer, MO-Tax/VITA (02/2010)
- Volunteer, Health Care for America Now (04/2009)
- Volunteer, Missouri Voter Issues Project, Get-Out-the-Vote Campaign (11/2008; 09/2006 to 11/2006)
- Volunteer, Get-Out-the-Vote Campaign, (06/2004 to 11/2004)
- Volunteer, Ridgeway Elementary (08/2000 to 05/2001)

Michael Edward Goldschmidt, AIA LEED-AP BD+C

Department of Architectural Studies – Associate Teaching Professor
University of Missouri Extension – State Housing and Environmental Design Specialist
National Director – Healthy Homes Partnership
Betty Ann Cortelyou Faculty Scholar
Department of Architectural Studies, College of Human Environmental Sciences
142B Stanley University of Missouri Columbia, Missouri 65211
T: (573) 884-0905 F: (573) 884-6679 goldschmidtm@missouri.edu

Career Impact Summary

Mr. Michael Goldschmidt is an Associate Teaching Professor in the Department of Architectural Studies at the University of Missouri and a State Housing and Environmental Design Specialist with University of Missouri Extension. Since 2014, Mr. Goldschmidt has led the USDA/HUD National Healthy Homes Partnership as the Director and is the current Betty Ann Cortelyou Faculty Scholar. Michael is a licensed architect and interior designer, a Leadership in Energy & Environmental Design (LEED) – Building Design and Construction (BD+C) accredited professional with the United States Green Building Council (USGBC), and a longstanding member of the American Institute of Architects (AIA) and the Housing Education and Research Association (HERA). Mr. Goldschmidt coordinates all and teaches many of the undergraduate classes in the department's technology sequence, including coursework in Sustainable Building Technologies, Energy Efficient Buildings, ADA / Buildings Codes, Construction Documents, Building Systems, and Materials and Methods. Michael has over 30 years of professional architectural practice experience including sustainable (green) designs for residential and commercial buildings. Mr. Goldschmidt coordinates, develops, and leads MU Extension programs on Energy Efficiency, Green (Sustainable) Housing, Indoor Air Quality, and Healthy Homes.

Education

Master of Green Building 2014
San Francisco Institute of Architecture

Master of Architecture 2003
San Francisco Institute of Architecture
Thesis: "An Archetype Model for Studying Adaptable Climate-Based Interior Volumes and Building Envelopes,"

Bachelor of Architecture – Cum Laude 1986
Kansas State University 1986
Thesis: "Ecological Revitalization of Three Neighborhoods in Duluth, Minnesota."

Professional Registrations and Licensure

Missouri Registered Architect A-6016, 1989 – present

Missouri Registered Commercial Interior Designer 2001025646, 2001 – present

National Council for Architectural Registration Boards (NCARB) Certification 39526, 1990 - present

National Council for Interior Design Qualification (NCIDQ) Certification 018009, 2001 - present

United States Green Building Council, LEED BD+C Accredited Professional, 2007 - present

Professional Experience and Employment

Associate Teaching Professor
Department of Architectural Studies, University of Missouri, 2015 - present

State Housing and Environmental Design Specialist
University of Missouri – Extension, 2004 – present

Teaching Assistant Professor
Department of Architectural Studies, University of Missouri, 2001 - 2015

Adjunct Instructor
Department of Architectural Studies, University of Missouri, Adjunct Instructor, 1998 - 2001

Peckham & Wright Architects, Columbia, Missouri
Project Architect / Director of Sustainability, 1998 – 2001
Project Architect, 1986 – 1992

Michael Goldschmidt Architect, Columbia, Missouri
Owner and Architect, 1992 - 1998

Undergraduate Teaching Assistant
Department of Architecture, College of Architecture Planning and Design, Kansas State University, 1985 – 1986

Awards and Honors

Early Childhood Child Care Training Award, 2016
Missouri Extension Association of Family and Consumer Sciences

Certificate of Appreciation, 2015
Leadership of the Healthy Homes Partnership
US Department of Agriculture

Extension Teamwork Award, 2015
MU Extension

Teamwork Award – 2015
Human Environmental Sciences Extension, University of Missouri

Betty Ann Cortelyou Faculty Scholar, 2014 – present
Department of Architectural Studies, University of Missouri

Housing Impact Award, 2014
Housing Education and Research Association (HERA)

Teamwork Award – Internal Partnerships, 2014
Human Environmental Sciences Extension, University of Missouri

1st Place Award, 2013
Festival Remake, Berlin, Germany
Student project by Uros Pajovic from ArchSt 4323 Sustainable Technologies.

Distinguished Faculty Service Award, 2010 – 2011
College of Human Environmental Sciences, University of Missouri

Outstanding Service Community Action Award, 2010
Missouri Association for Community Action

Solar Decathlon International Competition – 11th of 20, 2009
United States Department of Energy

Excellence in Green Building Education – Pre-K to 12 Category, 2009
United States Green Building Council

4-H Program of Distinction, 2009
United States Department of Agriculture

Human Environmental Sciences – Vanguard Society, 2004 – present
College of Human Environmental Sciences, University of Missouri

Outstanding Citizen, 2006
North Central Neighborhood Association, Columbia, Missouri

Commendation for Outstanding Service, 2000
Peckham & Wright Architects, Columbia, Missouri

Design Award, 1994
American Institute of Architects, Mid-Missouri Chapter
Butterfield Youth Services Design

Outstanding Service Award, 1993
American Institute of Architects, Mid-Missouri Chapter

Gold Key Honor Society, 1985
Kansas State University

Phi Kappa Phi Honor Society, 1985
Kansas State University

Tau Sigma Delta Honor Society in Architecture, 1985
Kansas State University

3rd Place, A Style for the Year 2001, 1984
Shinkenshiku-sha International Design Competition, Japan

Outstanding Student Entering a Professional Program – Architecture, 1982
Department of Architecture, College of Architecture Planning and Design, Kansas State University

Teaching Experience - University

University of Missouri – Fall Semester 1998 – Spring Semester 2015
#denotes original curriculum/coursework +denotes substantially revised curriculum/coursework
**denotes course in coordinated technology sequence*

Undergraduate Courses

- | | | |
|----|---------------------|--|
| 1. | ArchSt 4333 | Compliance and Specifications +* |
| 2. | ArchSt 4323 | Sustainable Technologies and Systems #* |
| 3. | ArchSt 4990/EDN 386 | Thesis Design Studio (<i>capstone</i>) |
| 4. | ArchSt 4860/EDN 385 | Programming for Thesis |
| 5. | ArchSt 4815 | Constructions Documents and BIM/Studio 5#* |

6.	ArchSt 4814/EDN 384	Interior Studio 4/Interior Design Studio 3/Studio 4
7.	EDN 383	Studio 4
8.	ArchSt 4960/EDN 350	Readings in Environmental Design/ readings in Housing and Interior Design
9.	ArchSt 4085/EDN 300	Problems in Architectural Studies/Problems in Housing and Interior Design
10.	ArchSt 4823	Architectural Studio 4
11.	ArchSt 4813/EDN 283	Interior Studio 3/Studio 3/Interior Design Studio 2
12.	ArchSt 3182/EDN 282	Studio 2/Interior Design Studio 1
13.	ArchSt 2811/EDN 181	Studio I/Environmental Design Studio
14.	ArchSt 3371/EDN 171	Design Resource Management+
15.	ArchSt 4320/EDN 131/EDN 332	Materials, Methods and Products*#
16.	ArchSt 2310	Building Systems+*
17.	ArchSt 1200/EDN 120	Architectural Drafting and Working Drawings+*
18.	EDN 110	Visual Design

Graduate Courses

1.	ArchSt 8990	Thesis Project Proposal
2.	ArchSt 8960	Readings in Environmental Design
3.	ArchSt 8840	Graduate Design Studio
4.	ArchSt 8090	Masters Research/Thesis in Environmental Design
5.	ArchSt 8085	Problems in Environmental Design
6.	ArchSt 7960	Readings in Environmental Design
7.	ArchSt 7840	Graduate Design Studio
8.	ArchSt 7333	Compliance and Specifications#
9.	ArchSt 7325	Energy Efficiency Building Design*#
10.	ArchSt 7323	Sustainable Technologies and Systems*#
11.	ArchSt 7320	Materials, Methods, and Products*#
12.	ArchSt 7085	Problems in Environmental Design
13.	ArchSt 7001	Topics in Environmental Design

Teaching Experience – University Extension and Outreach

1. Missouri Healthy Homes / Healthy Indoor Air for America's Homes
2. Exploring Energy Efficiency and Alternatives (E3A) Missouri / Energy Management & Sustainability
3. Homeworks: Maintaining Your Housing Investment / Home Maintenance
4. HOME: Home Ownership Made Easier
5. Household Water Quality / Home Water Efficiency
6. 4-Habitat: Building a Better Future
7. MU Osher Lifelong Learning Center: Home Interior Design I and II

Teaching/Instruction Experience – National Extension

National Extension Curricula

1. Home Energy Community of Practice, eXtension.org
2. Healthy Homes Partnership / Healthy Homes Toolkit Solutions

Graduate Student Committees

Committee Member – MS. Ebony Frazier. *An Authentic Sustainable Future: A Case Study of the Bullitt Center*

Committee Member – MA. Preeyarat Wuttisirisart. *Exploring Design Grammars in Thai Architecture: Design of a Riverside Resort in Thailand.*

Committee Member – MA. Thomas Fuhrman. *Homeworks Curriculum*.

Committee Member – MS. Amanda Andrade. *Place to Work Index: A Study of Workplace Attributes*.

Committee Member – MS. Amanda Marney. *Exploring Place Attachment in Rural Missouri*.

Committee Member – MS. Marina Murarolli. *Exploring the Relative Impacts of Different Motivations to Adopt Green Housing Features*.

Co-Chair – MA. Lisa Hamilton-Hill. *4-Habitat: Building a Better Future. Service Learning Raises Awareness of Affordable Housing Needs*.

Committee Member - MS. Bobbi Hauptman. *Team Regime Assessment in Confined Spaces*.

Co-Chair – MA. Barbara Buffaloe. *Factors Influencing Homeowners' Decisions To Seek Residential Energy Efficiency Knowledge*.

Committee Member – MS. Sandra Gressler. *Housing, Culture and Design: Measurable and Non-measurable Architectural Components. A Comparative Study Between Dwellings in Dourados, Mato Grosso Do Sul, Brazil and Columbia, Missouri US*.

Chair – MA. Cheryl Robinson. *Sustainable Design Curriculum*.

Service and Professional Activities

Service and Administrative Activities – Campus

Presenter and Organizer – Architecture Track, Mizzou Merit Badge University, University of Missouri. September 2014 and 2015

Chair, Campus Space Utilization Committee, University of Missouri, 2014 - present.

Faculty Committee Member. Campus Planning Committee, 2013 – 2014.

Committee Member, Integrating Modes of Delivery: Daytime Workgroup, 2012.

Committee Member, Phi Kappa Phi, 2008 - 2012.

HES Representative, Campus Undergraduate Curriculum Committee, 2008 - 2013.

Service and Administrative Activities – College

ArchSt Representative, HES Curriculum Committee, Department, 2006 - 2008.

ArchSt Representative, HES Margaret Mangel Lectureship Series, 2004 - 2005.

ArchSt Representative, HES Student Awards, Department, 2002 - 2008.

Service and Administrative Activities - Department

ArchSt Faculty CIDA Accreditation Committee, 2014 - present.

Stanley Hall Building and Facility Coordinator, 2014 - present.

MU-MACC Transfer Student and Curriculum Coordination, 2014 - present.

Course Transfer Equivalency Evaluator, 2012 - present.

MU-St Louis CC Transfer Student and Curriculum Coordination, November 2010 - present.

Department Curriculum – Technical Sequence Coordinator, 2009 - present.

Mock NCIDQ Exam Developer and Grader, 2007 – present.

MU-KU Architecture Curriculum Coordinator, 2007 - 2008.

Faculty Advisor, United States Green Building Council – Students – MU, 2006 – 2011.

Department Curriculum Revision Committee, 2006 - 2007.

Department Course Scheduling Coordinator, 2004 - 2010.

Department Course Renumbering and Catalog Summary Coordinator, 2003 - 2007.

Resource Library and Studio Manager, 2001 – present.

Faculty Advisor, Student Environmental Design Association, 2001 – 2011.

Professional Service - Missouri

FACS Curriculum Advisor, Missouri Department of Elementary and Secondary Education, 2004 - 2007.

Board Member, AIA Mid-Missouri, 2002 - 2003.

Treasurer, AIA Mid-Missouri, 1999 - 2000.

President, CSI Central Missouri, 1996 - 1997.

Vice President, CSI Central Missouri, 1995 - 1996.

President, AIA Mid-Missouri, 1992 - 1993.

Vice President, AIA Mid-Missouri, 1991 - 1992.

Board Member, AIA Missouri, 1991 - 1992.

Professional Service - National

President, Housing Education and Research Association 2015 - 2016.

National Director, Healthy Homes Partnership. Columbia, Missouri. September 2014 – present.

Conference Co-Chair. HERA - Housing Education and Research Association Annual Conference 2014
"Revitalization, Sustainability, and all that Jazz, Kansas City, MO, October 5 – 8, 2014.

Conference Co-Chair, Housing Education and Research Association, Conference Planner, 2013 - 2014.

President - Elect / Vice President, Housing Education and Research Association 2013 - 2015.

Extension Section Leader, Housing Education and Research Association, National, 2008 - 2014.

Co-Leader, eXtension Home Energy Community of Practice, National, September 2007 - present.

County and City Community Service and Other Activities

Volunteer and Presenter, Bike, Walk, and Wheel Week, May 2014.

Services for Independent Living, Building Committee Member, Columbia Missouri. 2012 - 2013.

Hillel Board Member, Columbia, Missouri, 2005 - 2007.

Board Member, Boone County Building Code Board of Appeals, 1995 - 2005.

Grants – Funded

Principal Investigator, Healthy Homes Partnership – National Leadership; \$225,000
United States Department of Agriculture – National Institute of Food and Agriculture and United States
Department of Housing and Urban Development – Office of Lead Hazard Control and Healthy Homes 2015 -
2016

Principal Investigator, Healthy Homes Partnership – National Leadership; \$225,000
United States Department of Agriculture – National Institute of Food and Agriculture and United States
Department of Housing and Urban Development – Office of Lead Hazard Control and Healthy Homes 2014 -
2015

Principal Investigator, HomeWorks – Maintaining Your Housing Investment; \$5,200
City of Columbia, Missouri, 2014 – 2015

Principal Designer, Columbia Bus Shelter Project; \$4,950
City of Columbia, Missouri and Columbia PedNet Coalition

Subcontracted Investigator, To Produce a New Healthy Homes, Natural Disaster Related Guide; \$4,423
Louisiana State University and United States Department of Housing and Urban Development – Office of Lead
Hazard Control and Healthy Homes (Principal Investigator: Dr. Claudette Reichel, Louisiana State University
Extension), 2014 - 2015

Principal Investigator, HomeWorks – Maintaining Your Housing Investment; \$5,200
City of Columbia, Missouri, 2013 – 2014

Co-Investigator, 2020 Vision for Excellence, Mizzou Online Development of Distance Programs; \$176,814
University of Missouri, 2012 – 2013 (Co-Principal Investigators: Dr. Sanjeev Khanna, Dr. Robert Reed, Dr. Galen
Suppes, Matt Belcher, Gary Cunningham, university of Missouri)

Investigator, Exploring Energy Efficiency and Alternatives; \$4000
Montana State University Extension. 2012.

Co-Principal Investigator, Missouri Agricultural Energy Savings Team – A Revolutionary Opportunity; \$2,450,001
Missouri Department of Agriculture, 2010 – 2013 (Co-Principal Investigators: Dr. Ronn Phillips and Dr. Leon
Schumacher, University of Missouri)

Principal Investigator, HomeWorks – Maintaining Your Housing Investment; \$5,200
City of Columbia, Missouri, 2010 – 2011

Subcontracted Investigator, Missouri Healthy Homes Project; \$8,500
Auburn University, United States Department of Agriculture – National Institute of Food and Agriculture and
United States Department of Housing and Urban Development – Office of Lead Hazard Control and Healthy
Homes, (Principal Investigator, Laura Booth, Auburn University), 2010 – 2012

Principal Investigator, Navisworks Building Information Modeling, MU Interdisciplinary Innovations Fund; \$15,875
University of Missouri, 2010 – 2011

Co-Principal Investigator, eXtension Home Energy Community of Practice; \$11,836
eXtension Foundation, (Co-Principal Investigators Dr. Shirley Niemeyer, University of Nebraska; Dr. Michael
Vogel, Montana State University Extension; Dr. Claudette Reichel, Louisiana State University), 2009 - 2010

Co-Principal Investigator, eXtension Home Energy Community of Practice; \$6,000
eXtension Foundation, (Co-Principal Investigators Dr. Shirley Niemeyer, University of Nebraska; Dr. Michael
Vogel, Montana State University Extension; Dr. Claudette Reichel, Louisiana State University), 2009

Co-Principal Investigator, eXtension Home Energy Community of Practice; \$160,000
eXtension Foundation, (Co-Principal Investigators Dr. Shirley Niemeyer, University of Nebraska; Dr. Michael
Vogel, Montana State University Extension; Dr. Claudette Reichel, Louisiana State University), 2008 - 2012

Co-Principal Investigator, Team Missouri Solar Decathlon, MU Interdisciplinary Innovations Fund; \$25,000
University of Missouri, (Co-Principal Investigator, Barbara Buffaloe), 2008 – 2009

Subcontracted Investigator, Missouri Healthy Homes Project; \$9,500
Auburn University, United States Department of Agriculture – Cooperative State Research, Education, and
Extension Service, (Principal Investigator, Laura Booth, Auburn University), 2008 – 2010

Principal Investigator, USDA Homebuyer Education Project; \$10,000
Federal Home Loan Bank of Des Moines, Iowa, 2007 - 2009

Subcontracted Investigator, Missouri Healthy Homes Initiative; \$4,000
Auburn University, United States Department of Agriculture – Cooperative State Research, Education, and
Extension Service, (Principal Investigator, Laura Booth, Auburn University), 2006 – 2007

Investigator, Blast Mitigation Project; \$201,198
University of Missouri – Rolla and United States Department of Defense (Co-Principal Investigators Dr. Sam
Kiger, Dr. Hani Salim and Dr. Saleh Uddin, University of Missouri; Jason Baird, University of Missouri - Rolla),
2005 - 2006

Subcontracted Investigator, Missouri Healthy Homes Initiative; \$2,400
Auburn University, United States Department of Agriculture – Cooperative State Research, Education, and
Extension Service, (Principal Investigator, Dr. Joseph Wysocki, USDA - CSREES), 2005

Peer Reviewed Publications – Book Chapters

Goldschmidt, M. (2012). "Environmental Contamination: Mold". Carswell, A., (ed.) Encyclopedia of Housing. Sage
Publications, 2nd edition, 2012.

Peer Reviewed Publications – Journal Articles

Tofle, R., Sternadori, R., and Goldschmidt, M. "Reflecting on Twenty-five Years of the ADA: Seeing Commitment
Caveats and Legal Loopholes". John C. Turpin, PhD (ed.), Journal of Interior Design, 2015. Volume 40, Issue 2.

Kirby, S., Goldschmidt, M., Pedersen, C., and Langham, L. "Extension's Home Energy Community of Practice: Providing Residential Energy Education for Consumers". Yust, B. (ed.), *Journal of Housing and Society*, 2013. Volume 40, Issue 1.

Peer Reviewed Publications – Conference Abstracts

Goldschmidt, M., and Blocker, R. (ed.). "Proceedings of the Annual Housing Education and Research Association Conference, Kansas City, Missouri", October 5-8, 2014.

Peer Reviewed Short Conference Papers and Poster Presentations

Kirby, S., Goldschmidt, M., Pedersen, C., and Langham, L. "Extension's Home Energy Community of Practice: Providing Residential Energy Education for Consumers". National Extension Energy Conference, Colorado State University, Ft Collins, CO, April 30, 2013.

Goldschmidt, M. "Photovoltaics and Wind Turbines for Homes". Poster Presentation. Housing Education and Research Association (HERA) Annual Conference, Charlotte, North Carolina. October 24, 2007.

Peer Reviewed National Curricula and Guides

Goldschmidt, M., editor. (2016). *Everyone Deserves a Safe and Healthy Home – consumer guide*. US Department of Housing and Urban Development, June 2016.

Goldschmidt, M., editor. (2016). *Everyone Deserves a Safe and Healthy Home – stakeholder guide*. US Department of Housing and Urban Development, June 2016.

Goldschmidt, M., editor. (2015). *Help Yourself to a Healthy Home*. US Department of Housing and Urban Development, October 2015.

Peer Reviewed Extension Curricula and Guides

Day, D., Goldschmidt, M., and Marney, A. (2015). *Exploring Energy Efficiency & Alternatives (E3A) – Missouri*. University of Missouri - Extension Curriculum, January 2015.

Goldschmidt, M. (2014). "Carbon Monoxide and Other Combustion Gases". Vogel, M. (ed.), *Healthy Homes Solutions Toolkit Curriculum*. National Healthy Homes Partnership and Montana State University.

Goldschmidt, M. (2014). "Insulating and Weatherizing Your Home". University of Missouri Extension Guidesheet GH 4881/4882.

Goldschmidt, M. (2010). "Photovoltaics for Homes". Home Energy Community of Practice, eXtension.org.

Goldschmidt, M. (2010). "Wind Turbines for Homes". Home Energy Community of Practice, eXtension.org.

Goldschmidt, M. (2009). "Passive Solar Energy for Homes". Home Energy Community of Practice, eXtension.org.

Goldschmidt, M., Hamilton-Hill, L., and Copeland, A. (2009). *4-Habitat: Building a Better Future*. National 4-H Curriculum Program of Distinction. <http://4h.missouri.edu/programs/4habitat/>

Keynote and Plenary Conference Presentations

Goldschmidt, M. "Intuitive Sustainable Buildings and Homes in Missouri" Plenary Presentation. 2nd annual

Symposium on Democracy, Westminster College, Fulton, Missouri, September 18, 2007.

Goldschmidt, M., and Phillips, R. Keynote Presentation: "Sustainability: Using Green Building for a Better Tomorrow," Environmental Studies Conference 2007, Kirksville, Missouri, April 17, 2007.

Design Workshops and Charrettes

Educational Research and Innovation Center (ERIC) Boonville, Missouri 2008

Hibernia Community Charrette, Holts Summit, Missouri 2009.

Woodlands Community Charrette, Lake of the Ozarks, Missouri 2009.

Bear Creek Community Charrette, Columbia, Missouri 2008.

Habitat for Humanity, Re-Store, Columbia, Missouri, 1998.

Chair of Conference Panel or Workshops

Annual Home Energy Community of Practice Meeting and Training. Home Energy Community of Practice, 2010 – present (Las Vegas, NV. Santa Fe, NM. Portland, OR. Baton Rouge, LA. Raleigh, NC, New Orleans, LA).

HERA Annual Extension Committee, Housing Education and Research Association Annual Conferences, 2009 - present.

Conference Track Moderator

Healthy Homes. Priester National Health Conference, Kansas City, Missouri. April 9 - 12, 2007.

Panel Member

"Smart Growth," National Center for Housing and Environment - University Consortium, Alexandria, VA, November 5 – 6, 2004.

Conference Presentations

"Demonstrating the Healthy Homes Solutions Toolkit for Your Program". Co-Presenting with Kandace Fisher-Mclean. NEHA/HUD National Healthy Homes Conference. San Antonio, Texas. June 16, 2016.

"The National Healthy Homes Partnership – Addressing Home IAQ for 15 Years". Extension Sustainability Summit. Portland, Oregon. April 7, 2016.

"Healthy Homes Partnership," Healthy Homes Disaster Recovery Outreach Workshop, Washington, DC, February 23, 2015.

"Healthy Homes Partnership," Proud Green Homes, Wildwood, MO, February 20, 2015.

"Monitoring and Indoor Air Quality," EEBA Energy & Environmental Building Alliance Conference, St Louis, MO, September 23, 2014.

"eXtension's Home Community of Practice: Providing Residential Energy Education for Consumers" National

Extension Energy Conference, Colorado State University, Ft Collins, CO, April 30, 2013.

"Tornado Resilient Design," Southern Region Resilient Housing Educational Conference, Baton Rouge, LA, April 24, 2013.

"Green Roofing," eXtension Home Energy Community of Practice, Online Webinar. March 15, 2013.

"Photovoltaics for Homes," E3A: Exploring Energy Efficiency and Alternatives Training, Bozeman MT, October 16, 2012.

"Conserving Energy and Maintaining Good Indoor Air Quality: From Diagnostics to Solutions," ASSE/AIHA Conference, (co-presentation with Dr. Ronn Phillips), Kansas City MO, April 20, 2012.

"Joplin EF5 Tornado," Human Environmental Sciences Faculty Update, University of Missouri, Columbia MO, August 17, 2011.

"Building Envelope," MAESTRO Energy Training, Columbia MO, April 20, 2011.

"MAESTRO," MU HES Extension Update, (with Dr. Ronn Phillips, Anne Felts, Natalie Ellis), Columbia MO, April 6, 2011.

"Forensic Architecture," Healthy Indoor Environments Conference, (with Dr. Ronn Phillips), Kansas City MO, October 6, 2010.

"Home Energy Audits," MU HES Update, Ronn Phillips and Michael Goldschmidt, Lake of the Ozarks MO, October 5, 2010.

"Home Energy for Missouri Farms," Missouri Livestock Symposium, Kirksville, MO, December 5, 2009.

"Home Energy Community of Practice," National eXtension.org Community of Practice Meeting, St Louis MO, October 20, 2009.

"Passive Solar for Homes," Sustainable Living Fair, (with Barb Buffaloe), Columbia, MO, October 13, 2008.

"Green Housing in the Midwest," Illinois State FCS Conference (online), March 18, 2008.

"Green Housing in Missouri," St Joseph Home Show, St Joseph, Missouri, February 16, 2008.

"4 Elements Ecology Center Proposal," SFIA Taliesin Workshop, Phoenix, Arizona, June 8, 2003.

Workshop/Focus Group Leader

"Rebuild: Healthy Homes - Missouri Focus Group," Family Impact Center, December 10, 2014.

Continuing Education and Training – Long Course

Building Performance Institute, Home Energy Auditor Program. November 2010.

Healthy Homes Specialist, National Environmental Health Association (NEHA), November 2008.

Structural Assessment and Visual Evaluation, Missouri State Emergency Management Agency, April 2008, renewed April 2014.

Navisworks and Revit Building Information Modeling. September 2010.

Revit Building Level I Training, June 2007.

Professional Development – Academic and Extension

Extension Sustainability Summit. Portland, Oregon. April 5 – 7, 2016.

Housing Education and Research Association Annual Conference 2015. Springfield, Illinois. October 11 - 14, 2015.

Energy Efficient Building Association (EEBA). Denver, Colorado. October 6 – 8, 2015.

Healthy Homes Disaster Recovery Outreach Workshop, HUD Office of Lead Hazard Control and Healthy Homes, Washington, DC, February 23, 2015.

CITI Collaborative Institutional Training Institute (online), December 2014 and February 2015.

Housing Education and Research Association Annual Conference 2014. Kansas City, Missouri. October 5 - 8, 2014.

John Otis Lecture - Healy Lectureship Series, University of Missouri, Columbia, Missouri, September 9, 2014.

Ron Rochon, AIA (Miller Hull Partnership in Seattle) - 2014 Carol Ann Williams Lecture in Design, University of Missouri, Columbia, Missouri, March 13, 2014.

Housing Education and Research Association Annual Conference 2013. Tulsa, Oklahoma. October 27 – 30, 2013.

National Extension Energy Conference, Colorado State University, Ft. Collins, Colorado, April 29 – May 1, 2013.

Southern Region Resilient Housing Educational Conference, Louisiana State University Extension, Baton Rouge, Louisiana, April 23 – 25, 2013.

Housing Education and Research Association Annual Conference 2012. Roanoke, Virginia. October 28 – 31, 2012.

E3A: Exploring Energy Efficiency and Alternatives Training, Montana State University Extension, Bozeman, Montana, October 15 – 17, 2012.

Housing Education and Research Association Annual Conference 2011. Baton Rouge, Louisiana. October 12 - 15, 2011.

Housing Education and Research Association Annual Conference 2010. Portland, Oregon. November 3 - 6, 2010.

Housing Education and Research Association Annual Conference 2009. Santa Fe, New Mexico. November 1 - 5, 2009.

ORNL-DOE Transferring Housing Research Information to Land Grant Universities, Orlando, Florida May 26 – 28, 2009.

Housing Education and Research Association Annual Conference 2008. Indianapolis, Indiana. October 7 – 10, 2008.

Housing Education and Research Association Annual Conference 2007. Charlotte, North Carolina October 23 – 26, 2007.

GreenBuild Conference. United States Green Building Council, Chicago, Illinois, November 8, 2007.

AIA/CSI Design Build Seminar, AIA Mid-Missouri and Central Missouri CSI, Columbia, Missouri, June 5, 2007.

Housing Education and Research Association Annual Conference 2006. Ithaca, NY, October 8 – 11, 2006.

Greening the Heartland Conference, United States Green Building Council, Kansas City, Missouri, May 17, 2006

Advancing Renewable Energy in Missouri Conference, University of Missouri, March 29, 2006.

Greening the Heartland Conference, United States Green Building Council, Kansas City, Missouri, April 10, 2004.

"Explosion Effects and Blast Resistant Structural Design", AIA Mid-Missouri, Columbia, Missouri November 21, 2003.

LEED Training Workshop, University of Missouri, Columbia, Missouri, October 31, 2003.

ECO-WAVE Conference, San Francisco Institute of Architecture, San Francisco, California, August 7 – 9, 2003.

"IBC/Life Safety Codes as they Pertain to Hospitals", University of Missouri, Columbia, Missouri, July 1, 2003.

SFIA Taliesin Workshop, San Francisco Institute of Architecture, Phoenix, Arizona, May 27 – June 10, 2003.

"Software for Architects, Engineers, and Contractors" CSI Central Missouri, Hartsburg, Missouri, March 5, 2003.

"Uses of Architectural Concrete", AIA Mid-Missouri, Columbia, Missouri, May 17, 2002.

"Energy Conservation Codes", CSI Central Missouri, Hartsburg, Missouri, December 6, 2000.

"Building of the White House", CSI central Missouri, Hartsburg, Missouri, November 1, 2000.

"Approved Equal", CSI Central Missouri, Hartsburg, Missouri, October 4, 2000.

"Indoor Air Quality", CSI Central Missouri, Hartsburg, Missouri, September 6, 2000.

"Review of International Building Code", 06-22-2000, 06-22-2000, Columbia, MO, AIA Mid Missouri/CSI Central Missouri, 2.5, 2.5, No

"Columbia Plan Review Process", AIA Mid-Missouri, Columbia, Missouri, April 21, 2000.

"Technology Impact on Specifications" CSI Central Missouri, Hartsburg, Missouri, April 5, 2000.

"Video Tour of Getty Museum", AIA Mid-Missouri, Columbia, Missouri, February 18, 2000.

"Fire Code Doors and Frames", CSI Central Missouri, Columbia, Missouri, February 2, 2000.

"AAF Becoming Good Neighbors", AIA Mid-Missouri, Columbia, Missouri, October 21, 1999.

International Building Code Update, AIA Mid-Missouri, Columbia, Missouri, October 6, 1999.

"Deal Makers, Deal Breakers, and Maybes", SDA Mid-Missouri, Columbia, Missouri, September 22, 1999.

"General Contractor/Sub-Contractor Issues", CSI central Missouri, Hartsburg, Missouri June 18, 1999.

"Green Architecture", SDA Mid-Missouri, Columbia, Missouri, April 4, 1999.

"Principles and Installation of Metal Roofing", CSI Central Missouri, Jefferson City, Missouri, February 3, 1999.

"Process for Working on UM Projects", SDA Mid-Missouri, Columbia, Missouri, January 13, 1999.

"UE Nuclear Power Plant Tour", CSI Central Missouri, Fulton, Missouri, January 6, 1999.

"Le Corbusier's Use of Photography in Architecture", AIA Mid-Missouri, Columbia, Missouri December 18, 1998.

"Tour of UM Black Culture Center", AIA Mid-Missouri, Columbia, Missouri October 16, 1998.

"Green Architecture", AIA Mid-Missouri and CSI Central Missouri, Columbia, Missouri November 5, 1997

"BOCA 1993 Accessibility Code", AIA Mid-Missouri, Columbia, Missouri October 31, 1997.

"Introduction to Historic Structures in Missouri", AIA Mid-Missouri, Columbia, Missouri, February 21, 1997.

"Finding Common Ground", AIA Mid-Missouri, Columbia, Missouri. January 17, 1997.

Exhibitions, Performances, and Shows - Television

"Extreme Makeover: Home Edition - Joplin MO". ABC Network. January 15, 2012 episode.

"Yard Wars – Baseball". Do It Yourself (DIY) Network. October 26, 2010 episode.

Exhibitions, Performances, and Shows – Student Projects

Temporary Ecological and Recycled Shelters. True / False Film Festival, Downtown Columbia, Missouri, March 2 – 9, 2015.

City of Columbia Ecological Transit Shelter Designs. City of Columbia Government Center and Boone County Health Department, Columbia, Missouri, April 1-15, 2014.

Pajovic, U. Recycled Cardboard Chair Design and Assembly Exhibit. Festival Remake, Berlin, Germany, September 11 – 15, 2013.

Recycled Cardboard Musical Chairs. Rogers Gallery Exhibition, Rogers Gallery, University of Missouri. March 2005.

Studio I Projects. Rogers Gallery Exhibition, Rogers Gallery, University of Missouri, March 2004.

Student Light Fixtures, Rogers Gallery Exhibition, Rogers Gallery, University of Missouri, April 2003.

Recycled Cardboard Chairs for Children, Rogers Gallery, University of Missouri, October 2002.

Newspaper, Television and Radio News

"Causes and Solutions for Mold in the Home". News Press Now. March 15, 2015.

"Chill your budget-busting bills this winter". Kansas City infoZine. November 14, 2014.

"Coordinators show bus shelter concepts at open house". Columbia Daily Tribune. June 26, 2014.

"Mold problems at former Missouri State Penitentiary date back years". KMIZ TV, January 30, 2014.

"Building standards possess historic complexity for Niedermeyer Building". Columbia Daily Tribune. September 13, 2013.

"Drought and Homes". The Weather Channel. August 2012.

"Joplin tornado anniversary highlights need for safe rooms" Columbia Missourian. May 22, 2012.

"ABCs 'Extreme Makeover: Home Edition' Takes on Joplin" Columbia Missourian. October 27, 2011.

"Radon gets new look". Columbia Daily Tribune. March 12, 2011.

"Columbia workshop offers advice for home maintenance". Columbia Missourian. December 10, 2010.

"Designing Green Environments". HES Vanguard Magazine, 2008.

"Missouri, Rolla students team up for Solar Decathlon". Columbia Missourian. July 14, 2008.

"Tasteless Killer". Columbia Daily Tribune. February 17, 2008.

"Radon: The Silent Killer". MU Cooperative Media Group, 2007.

"Defining Community" Columbia Missourian. October 10, 2004.

"Environmental Minute". KBXR Radio. 1992 – 1998.

Significant Creative Endeavors and Architectural Designs

Clithero Residence. Kansas City, Missouri. 2016.

CMCA Residences. Columbia, Missouri. 2016.

Transitional Living Facility for Homeless Teens. Columbia Missouri. 2012 (unbuilt).

MU Extension - Holt County Facility. 2008.

Dan and Lois Goldschmidt Ecological Residence. Columbia, Missouri. 1996.

Butterfield Youth Services Residential Treatment Center. Marshall, Missouri. 1994.

Missouri Valley College - Volney Ashford Gymnasium, Marshall, Missouri. 1993.

Gentry Limited Clothing Stores, Wichita, Kansas. 1986 and 1990.

Board of Directors Members

COMMUNITY ACTION AGENCY:

DATE:

- List the names and mailing addresses for all members (including officers listed on Board Officers Exhibit H).
- List the Title or office of the public official serving or being represented.
- Indicate if board members in the low-income sector are low-income or representative of low-income individuals and families in the neighborhoods served by circling the appropriate status.
- List the appropriate organization/sector (business, industry, labor, religious, law enforcement, education, or other major groups and interests), as required by the federal statute, for members in the private sector.

<p>ELECTED PUBLIC OFFICIALS (1/3 of the members) Total # of seats 7 Total # of Vacancies 0 Names, Addresses, and Titles</p>	<p>REPRESENTATIVES OF LOW-INCOME (at least 1/3 of the members) Total # of seats 8 Total # of Vacancies 2 Names and Addresses</p>	<p>REPRESENTATIVES OF THE PRIVATE (remainder of the members) Total # of seats 6 Total # of Vacancies 0 Names, Addresses and</p>
<p>Roger Young 41255 Audrain Rd 532 Vandalia, MO 63382 Title of Public Official: Health Unit Administrator</p>	<p>Charlotte Bellsmith 1064 Highway J Linn MO 65051 Low Income Representative</p>	<p>Kimyonia Sands 1325 Grandview Dr Jefferson City MO 65109 Organization/Sector Representing: Private Sector</p>
<p>Paul Davis 19367 Highway 98 Boonville, MO 65233 Title of Public Official: Commissioner</p>	<p>Shannon Fortner 217 E Morgan St Boonville MO 65233 Low Income Representative</p>	<p>Charles Roll 1400 Hillcrest Rd Columbia MO 65018 Organization/Sector Representing: Private Sector</p>
<p>Amanda Grellner 2066 Highway 89S Linn, MO 65051 Title of Public Official: Prosecuting Attorney</p>	<p>Carolyn Lewis 1021 E. Love Mexico Mo 65265 Low Income Representative</p>	<p>Lucy Betteridge 527 East High Street Boonville, MO 5233 Organization/Sector:</p>
<p>Susan Keyton 111 Clark Street Fayette, MO 65248 Title of Public Official: County Treasurer</p>	<p>Ann Anderson 1008 Claudell #104 Columbia MO 65203 Low Income Representative</p>	<p>Jewel Holt 1105 Parkridge Fulton, MO 65251 Organization/Sector Representing: Private Sector</p>
<p>Randy Kleindienst 3621 County Road 121 Fulton, MO 65251 Title of Public Official: Commissioner</p>	<p>Stella Druml 53070 Hughs Road Centertown, MO 65023 Low Income Representative</p>	<p>Jason Ramsey 320I Crawford Columbia, MO 65203 Organization/Sector Representing: Private</p>
<p>Karen Miller 801 East Walnut, Room, Room 333 Columbia, MO 65201 Title of Public Official: County Commissioner</p>	<p>Elaine Kime 348 Pioneer Fulton, MO 65251 Low Income Representative</p>	<p>Organization/Sector Representing: Private Sector</p>
<p>Alice Brandt 3016 S. Cedar Ct Jefferson City MO 65101 Appointed by Cole County Public Commissioner</p>	<p>Jean Ispa 314 Gentry Hall, MU Columbia MO 65203 Early Childhood Advisor</p>	

COLUMBIA COMMUNITY LAND TRUST
GROUND LEASE
TABLE OF CONTENTS

RECITALS**DEFINITIONS**

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

ARTICLE 2: Leasing of Rights to the Land

- 2.1 CLT LEASES THE LAND TO HOMEOWNER:
- 2.2 MINERAL RIGHTS NOT LEASED TO HOMEOWNER

ARTICLE 3: Term of Lease, Change of Land Owner

- 3.1 TERM OF LEASE IS 99 YEARS
- 3.2 HOMEOWNER CAN RENEW LEASE FOR ANOTHER 99 YEARS
- 3.3 WHAT HAPPENS IF CLT DECIDES TO SELL THE LEASED LAND

ARTICLE 4: Use of Leased Land

- 4.1 HOMEOWNER MAY USE THE HOME ONLY FOR RESIDENTIAL AND RELATED PURPOSES
- 4.2 HOMEOWNER MUST USE THE HOME AND LEASED LAND RESPONSIBLY AND IN COMPLIANCE WITH THE LAW
- 4.3 HOMEOWNER IS RESPONSIBLE FOR USE BY OTHERS
- 4.4 HOMEOWNER MUST OCCUPY THE HOME FOR AT LEAST 10 MONTHS EACH YEAR
- 4.5 LEASED LAND MAY NOT BE SUBLEASED WITHOUT CLT'S PERMISSION
- 4.6 CLT HAS A RIGHT TO INSPECT THE LEASED LAND
- 4.7 HOMEOWNER HAS A RIGHT TO QUIET ENJOYMENT

ARTICLE 5: Lease Fee

- 5.1 AMOUNT OF LEASE FEE
- 5.2 WHEN THE LEASE FEE IS TO BE PAID
- 5.3 HOW THE AMOUNT OF THE LAND USE FEE HAS BEEN DETERMINED
- 5.4 CLT MAY REDUCE OR SUSPEND THE LEASE FEE TO IMPROVE AFFORDABILITY
- 5.5 FEES MAY BE INCREASED FROM TIME TO TIME
- 5.6 LAND USE FEE WILL BE INCREASED IF RESTRICTIONS ARE REMOVED
- 5.7 IF PAYMENT IS LATE, INTEREST CAN BE CHARGED
- 5.8 CLT CAN COLLECT UNPAID FEES WHEN HOME IS SOLD

ARTICLE 6: Taxes and Assessments

- 6.1 HOMEOWNER IS RESPONSIBLE FOR PAYING ALL TAXES AND ASSESSMENTS
- 6.2 CLT WILL PASS ON ANY TAX BILLS IT RECEIVES TO HOMEOWNER
- 6.3 HOMEOWNER HAS A RIGHT TO CONTEST TAXES
- 6.4 IF HOMEOWNER FAILS TO PAY TAXES, CLT MAY INCREASE LEASE FEE
- 6.5 PARTY THAT PAYS TAXES MUST SHOW PROOF

ARTICLE 7: The Home

- 7.1 HOMEOWNER OWNS THE HOUSE AND ALL OTHER IMPROVEMENTS ON THE LEASED LAND
- 7.2 HOMEOWNER PURCHASES HOME WHEN SIGNING LEASE

- 7.3 CONSTRUCTION CARRIED OUT BY HOMEOWNER MUST COMPLY WITH CERTAIN REQUIREMENTS
- 7.4 HOMEOWNER MAY NOT ALLOW STATUTORY LIENS TO REMAIN AGAINST LEASED LAND OR HOME
- 7.5 HOMEOWNER IS RESPONSIBLE FOR SERVICES, MAINTENANCE AND REPAIRS
- 7.6 REPAIR RESERVE FUNDS IS ESTABLISHED TO SUPPORT FUTURE REPAIRS AND REPLACEMENTS
- 7.7 WHEN LEASE ENDS, OWNERSHIP REVERTS TO CLT, WHICH SHALL REIMBURSE HOMEOWNER

ARTICLE 8: Financing

- 8.1 HOMEOWNER CANNOT MORTGAGE THE HOME WITHOUT CLT's PERMISSION
- 8.2 BY SIGNING LEASE, CLT GIVES PERMISSION FOR ORIGINAL MORTGAGE
- 8.3 CLT PERMISSION IS REQUIRED FOR REFINANCING OR OTHER SUBSEQUENT MORTGAGES
- 8.4 CLT IS REQUIRED TO PERMIT A "STANDARD PERMITTED MORTGAGE"
- 8.5 A PERMITTED MORTGAGEE HAS CERTAIN OBLIGATIONS UNDER THE LEASE
- 8.6 A PERMITTED MORTGAGEE HAS CERTAIN RIGHTS UNDER THE LEASE
- 8.7 IN THE EVENT OF FORECLOSURE, ANY PROCEEDS IN EXCESS OF THE PURCHASE OPTION PRICE WILL GO TO CLT

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

- 9.1 HOMEOWNER ASSUMES ALL LIABILITY
- 9.2 HOMEOWNER MUST DEFEND CLT AGAINST ALL CLAIMS OF LIABILITY
- 9.3 HOMEOWNER MUST REIMBURSE CLT
- 9.4 HOMEOWNER MUST INSURE THE HOME AGAINST LOSS AND MUST MAINTAIN LIABILITY INSURANCE ON HOME AND LEASED LAND
- 9.5 WHAT HAPPENS IF HOME IS DAMAGED OR DESTROYED
- 9.6 WHAT HAPPENS IF SOME OR ALL OF THE LAND IS TAKEN FOR PUBLIC USE
- 9.7 IF PART OF THE LAND IS TAKEN, THE LEASE FEE MAY BE REDUCED
- 9.8 IF LEASE IS TERMINATED BY DAMAGE, DESTRUCTION OR TAKING, CLT WILL TRY TO HELP HOMEOWNER BUY ANOTHER CLT HOME

ARTICLE 10: Transfer of the Home

- 10.1 INTENT OF THIS ARTICLE IS TO PRESERVE AFFORDABILITY
- 10.2 HOMEOWNER MAY TRANSFER HOME ONLY TO CLT OR QUALIFIED PERSONS
- 10.3 THE HOME MAY BE TRANSFERRED TO CERTAIN HEIRS OF HOMEOWNER
- 10.4 HOMEOWNER'S NOTICE OF INTENT TO SELL
- 10.5 AFTER RECEIVING NOTICE, CLT SHALL COMMISSION AN APPRAISAL
- 10.6 CLT HAS AN OPTION TO PURCHASE THE HOME
- 10.7 IF PURCHASE OPTION EXPIRES, HOMEOWNER MAY SELL ON CERTAIN TERMS
- 10.8 AFTER ONE YEAR CLT SHALL HAVE POWER OF ATTORNEY TO CONDUCT SALE
- 10.9 PURCHASE OPTION PRICE EQUALS LESSER OF APPRAISED VALUE OR FORMULA PRICE
- 10.10 HOW THE FORMULA PRICE IS CALCULATED
- 10.11 QUALIFIED PURCHASER SHALL RECEIVE NEW LEASE
- 10.12 PURCHASER MAY BE CHARGED A TRANSFER FEE
- 10.13 HOMEOWNER REQUIRED TO MAKE NECESSARY REPAIRS AT TRANSFER

ARTICLE 11: Reserved

ARTICLE 12: Default

- 12.1 WHAT HAPPENS IF HOMEOWNER FAILS TO MAKE REQUIRED PAYMENTS TO THE CLT

- 12.2 WHAT HAPPENS IF HOMEOWNER VIOLATES OTHER (NONMONETARY) TERMS OF THE LEASE
- 12.3 WHAT HAPPENS IF HOMEOWNER DEFAULTS AS A RESULT OF JUDICIAL PROCESS
- 12.4 A DEFAULT (UNCURED VIOLATION) GIVES CLT THE RIGHT TO TERMINATE THE LEASE OR EXERCISE ITS PURCHASE OPTION

ARTICLE 13: Mediation and Arbitration

- 13.1 MEDIATION AND ARBITRATION ARE PERMITTED
- 13.2 HOMEOWNER AND CLT SHALL SHARE COST OF ANY MEDIATION OR ARBITRATION

ARTICLE 14: General Provisions

- 14.1 NOTICES
- 14.2 NO BROKERAGE
- 14.3 SEVERABILITY AND DURATION OF LEASE
- 14.4 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION
- 14.5 WAIVER
- 14.6 CLT'S RIGHT TO PROSECUTE OR DEFEND
- 14.7 CONSTRUCTION
- 14.8 HEADINGS AND TABLE OF CONTENTS
- 14.9 PARTIES BOUND
- 14.10 GOVERNING LAW
- 14.11 RECORDING

Exhibits That Must Be Attached

- Exhibit LETTER OF AGREEMENT
- Exhibit LEASED LAND
- 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