

Introduced by McDavid Council Bill No. R 42-11

A RESOLUTION

authorizing a memorandum of understanding with the University of Missouri and the State Historical Society of Missouri relating to the future site of the headquarters for the State Historical Society.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

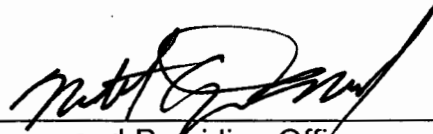
SECTION 1. The City Manager is hereby authorized to execute a memorandum of understanding with the University of Missouri and the State Historical Society of Missouri relating to the future site of the headquarters for the State Historical Society. The form and content of the memorandum of understanding shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this 21st day of March, 2011.

ATTEST:




City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is intended to outline the general terms of the future agreement between the City of Columbia, Missouri, the University of Missouri, and the State Historical Society of Missouri relating and pertaining to provision of a site for construction of a new facility and headquarters for the Society on land presently owned by the University, on the following general terms:

1. The Society has secured funding to prepare preliminary plans for the new facility and has commenced work thereon.

2. The parties acknowledge that in order for the Society to properly plan, design, and determine the cost of the new facility, it is necessary for the location of the new facility to be secured.

3. The parties acknowledge that the Society is presently without funds to build the new facility and will require that funding of construction of the new facility be obtained through capital improvement appropriations by the State of Missouri, charitable contributions, and grants from the funding sources. This Memorandum of Understanding is contingent upon the Society obtaining sufficient funding for the new facility from those funding sources.

4. The University is the owner of Lots 19, 20, 21, 46, 47, and 48 in the Original town, now the City of Columbia, Missouri and that is a building known as the "Heinkel Building" presently located in the northeast part of the University property on Lot 46 and the east half of Lot 47. The remainder of the University property consisting of Lots 19, 20, 21, 48 and the west half of Lot 47 which is presently used for surface parking shall be designated as the location for the Society's new facility. The parties also desire that the Society's new facility shall be erected at the new location at such time as funding is obtained for that purpose.

5. The parties acknowledge that the City is presently the owner of Lot 79 and Lot 114 of the Original Town, now the City of Columbia, Missouri, together with the 15 foot wide alley that lies between Lots 79 and 114 (which previously has been vacated) and the 15-foot wide alley bisecting the University property lying between Lots 46, 47 and 48 on the north and Lots 19, 20 and 21 on the south.

6. If, at any time within five years after the date of this Memorandum, the Society substantially obtains funding for construction of its new facility at the new location the University shall permit the new facility to be constructed on the new location for the use of the Society, provided only that: Society designs the new facility with a future University addition in mind (if the University decides to tear down the Heinkel Building and construct a building addition for University use); the Society will design the building to provide parking for its employees and patrons; the Society will design the building to connect to University utility systems; and the Society will pay for the operation, utilities and maintenance of the new facility after the same is constructed.

7. Within a reasonable time before construction of the new facility commences, the City shall transfer and convey the City property and the alley to the University; provided that the Society agrees that the facility shall remain in Columbia for a reasonable period of time and shall be made reasonably available to the citizens of Columbia.

8. In agreeing to the provisions of this Memorandum of Understanding, the parties acknowledge that it does not constitute a binding commitment or enforceable obligation of any of the parties and that no such binding and enforceable obligation will come into existence unless and until a more detailed and definitive written agreement is properly authorized by the Curators of the University, City Council of the City of Columbia, Missouri, and the Trustees of the Society.

Dated: April 7, 2011

UNIVERSITY OF MISSOURI

By: Brady J. Deaton
Brady Deaton,
Chancellor

CITY OF COLUMBIA, MISSOURI

By: Paula Hertwig Hopkins
Paula Hertwig Hopkins,
Interim City Manager

STATE HISTORICAL SOCIETY OF MISSOURI

By: Stephen N. Limbaugh, Jr.
Stephen N. Limbaugh, Jr.,
President, Board of Trustees