

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into on the date of the last signatory noted below (“Effective Date”) by and between the City of Columbia, Missouri, a municipal corporation (“City”), and the Central Missouri Humane Society, a Missouri nonprofit corporation (“Humane Society”).

RECITALS

WHEREAS, City owns approximately 4.6 acres of land located at or near 840 N. Strawn Road, Columbia Missouri (“Subject Property”).

WHEREAS, Humane Society is a Missouri 501 (c)(3) organization established for the purposes of promoting the humane treatment of animals, preventing cruelty to animals, and providing for the humane care, adoption, and disposition of lost, stray, and unwanted animals.

WHEREAS, Humane Society currently resides on a 2.88 acre lot located at 616 Big Bear Road, Columbia, Missouri.

WHEREAS, the 2.88 acre lot owned by Humane Society is subject to a reversion that will return the property to City if not used by the Humane Society for its present purpose.

WHEREAS, due to the limitations of the 2.88 acre lot, Humane Society wishes to relocate its operations to the Subject Property.

WHEREAS, City and Humane Society wish to develop the Subject Property for future use by Humane Society for its operations and to provide space for the Columbia/Boone County Department of Health and Human Services’ Animal Control.

WHEREAS, Humane Society proposes to raise funds for the construction of a new Humane Society building that includes offices and space for the Columbia/Boone County Department of Health and Human Services’ Animal Control and the infrastructure for the building and facilities to be located on the Subject Property (“Project”).

WHEREAS, the final master plan is intended to be presented to City Council for approval with enough time for the Project to be completed by the winter of 2025.

UNDERSTANDING OF THE PARTIES

NOW, THEREFORE, the parties propose the following:

1. *Purpose.* The purpose of this MOU is to set forth the general expectations of City and Humane Society in order to enter into good faith negotiations with respect to the development and subsequent operation of the Project on such terms and conditions as may be acceptable to City and Humane Society and to provide a reference for Humane Society's fundraising goals. The Parties understand that this MOU is subject to future revisions and requirements imposed by the Humane Society and City.
2. *Non-Binding Memorandum of Understanding.* This MOU evidences the intention and desire of City and Humane Society to commit their time and financial resources to negotiate in good faith towards the development of the Subject Property as generally described herein. This MOU is not a binding agreement upon City or Humane Society. The legal agreements reflecting the Project shall be set forth in definitive agreements subsequently negotiated, authorized and entered into by City and Humane Society. Either City or Humane Society shall have the ability to terminate such negotiations at any time. Each party shall bear its own expenses in connection with the negotiation of such definitive agreements.
3. *Property Transfers.* Humane Society desires to cease operations at its current location and revert the property and facilities back to City by Quit Claim Deed. In return City intends to provide for conveyance of the Subject Property to Humane Society through a Quit Claim Deed, or a similar instrument, that will include a clause that reverts all interest in the property and its facilities back to City if Humane Society ceases to operate the Project at the Subject Property as a not-for-profit animal shelter and veterinary care facility. The Parties contemplate entering into a real estate contract that would more fully set forth the terms and conditions of such transfers.
4. *Humane Society Fundraising.* Humane Society will raise sufficient funds to cover the costs of constructing the Project and must include sufficient funds to pay at least 10% of constructing a twelve (12) inch water main along Strawn Road

to the Subject Property that is currently estimated to cost six-hundred thousand dollars (\$600,000).

5. *Project Design Considerations and Requirements.* The Project development shall comply with all City Code requirements. The Project design will be coordinated with City and is subject to final approval by the City Council. The Project shall be fully ADA accessible. All signage shall comply with City Code and will be subject to review and approval of City. The final design shall provide adequate infrastructure, such as the twelve (12) inch water main along Strawn Road to the Subject Property, any necessary sewer extensions, sidewalks, parking, roads, landscaping, and storm water detention facilities required by the City. Approval of the final plans for the Project will follow the standard City of Columbia approval process for all capital improvement projects. The Project must be designed to have an exterior look that will be complimentary to other existing or planned facilities surrounding the area and will be subject to the approval of the City.
6. *Project Design to include Animal Control Facilities.* The Project design and construction must also include space and facilities for the Columbia/Boone County Department of Health and Human Services' Animal Control estimated at approximately 1,000 square feet with access to indoor and outdoor large enclosed areas commonly referred to as "runs."
7. *Construction of Public Improvements and the Subject Property.* Contingent upon the City Council's authorization, following the public improvement process set forth in the City of Columbia Code of Ordinances and subject to appropriation of funds, it is the intent of the parties that the City of Columbia will be responsible for constructing the twelve (12) inch water main along Strawn road to the Subject Property with Humane Society paying at least 10% construction costs, which shall be paid to City before construction commences. City may work with the Humane Society on projects where volunteer or donated labor and materials are viable options but is not obligated to do so. Humane Society shall be responsible for the construction of all of its facilities and landscaping on the Subject Property. City will assist with utility relocation and site preparation with Humane Society where public resources allow. Such additional assistance may

include providing site schematics, facility guidance, and general knowledge; however, Humane Society and its consultants shall be solely responsible for final design and construction quality.

8. *Operation of facilities on the Subject Property.* The facilities constructed by Humane Society will be owned, operated, and maintained by Humane Society during the period of time the Project is owned by Humane Society. The Project shall be subject to a reversion clause within an agreed upon instrument between Humane Society and City. Such reversion shall transfer title to any improvements or fixtures from Humane Society to City.
9. *Subject to appropriation.* Any obligations of City will be contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available for such purposes. In the event funds are not appropriated, any resulting contracts will be null and void without penalty to City.
10. *Required Public Improvements.* The construction of public improvements set forth herein and as otherwise required under the regulations of City and as shown on any final plat of the Subject Property or related approved construction plans will be a material condition of any agreement entered into by the Parties and the failure to timely construct any required public improvement will constitute a breach of that agreement. Remedies for breach of that agreement will be in addition to any other remedies provided under City Code or other instrument executed by and between Humane Society and City.
11. *Construction and Bonding of Improvements.* All public improvements required under the regulations of City must be constructed in accordance with the City's Street, Storm Sewer, and Sanitary Sewer Specifications and Standards, as may be amended, or any successor specifications and standards adopted by City together with any final construction plans approved by City prior to construction of such facilities. In connection with construction, Humane Society shall be required to post bonds or other security as required by the city code. Humane Society is responsible for obtaining all necessary easements to construct improvements related to development of the Subject Property.
12. *Annexation and Zoning.* City intends to annex the Subject Property into City limits with initial zoning of the Subject Property as R-1 One-Family Dwelling.

Humane Society shall design construction plans that fully comply with this MOU, any future agreements, and all City Code requirements and submit those plans to City for review. After City, in its sole discretion, determines that the plans comply with this MOU, any future agreements, and all City Code requirements, it intends to rezone the Subject Property to an appropriate zoning classification necessary for use by the Humane Society and the Columbia/Boone County Department of Health and Human Services' Animal Control.

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

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

Central Missouri Humane Society

By: _____

Title: _____

Date: _____