

**RESOLUTION NO. 2016-29**

**A RESOLUTION AUTHORIZING THE EXERCISING THE  
OPTION TO EXTEND OFFICE LEASE THROUGH  
JANUARY 31, 2021**

WHEREAS, the Downtown Community Improvement District (the "District"), which was formed on February 7, 2011, by Ordinance No. 20866 (the "Ordinance") of the City Council of the City of Columbia, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, RSMo., as amended ("the Act"); and

WHEREAS, 67.1461.1 of the Act grants the board of directors (the "Board of Directors") of the District the authority to possess and exercise all of the District's legislative and executive powers; and


WHEREAS, the Board had elected to exercise the option to extend the office lease through January 31, 2021 attached hereto as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

1. The Board of Directors hereby approves the Executive Director to exercise the option to extend the Office Lease through January 31, 2021 attached hereto as Exhibit A.

2. This resolution shall be in full force and effect from and after its passage by the Board of Directors.

Passed this 12th day of July 2016.

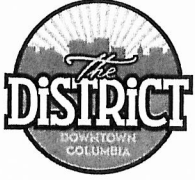
  
\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)  
Attest:

  
\_\_\_\_\_, Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2016-29**

**Letter to Exercise Option to Extend Lease Thru January 31, 2021**



The District • Downtown Community Improvement District  
11 S. Tenth Street • Columbia, Missouri 65201 • (573) 442-6816  
discoverthedistrict.com

July 13, 2016

The Dalton Family Trust and Keepers-Dalton  
Attn: David Dalton  
1311 Vintage Drive  
Columbia, MO 65203

Dear Keepers-Dalton Partners,

The Downtown CID would like to exercise the option to renew our office lease for 11 South Tenth Street and 9 South Tenth Street, dated July 12, 2012. (Paragraph 4).

This option will extend the lease for an additional four years, through January 31, 2021.

Thank you in advance for your assistance.

Sincerely,

A handwritten signature in black ink that reads 'Katie Essing'.

Katie Essing  
Executive Director  
Downtown Community Improvement District

CID BOARD

Blake Danuser  
Binghams

Adam Dushoff  
Addison's

Tony Grove  
Grove Construction

Christina Kelley  
Makes Scents

Tom Mendenhall  
The Lofts at 308 Ninth

Michael McClung  
Dungarees, Resident

Allan Moore  
Moore & Shryock

John Ott  
Paramount Building

Steve Guthrie  
Landmark Bank

Deb Sheals  
Historic Preservation Consulting

Ben Wade  
Guitarfinder

Michael Wagner  
Central Bank of Boone County

Marti Waigandt  
808 Cherry

Skip Walther  
Walther, Antel, Stamper & Fischer

Andrew Waters  
Columbia Daily Tribune

**LEASE**

THIS LEASE, made and entered into this 12 day of July, 2012, by and between KEEPERS-DALTON PARTNERSHIP, a Missouri general partnership, hereinafter called "LESSOR," and DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT, a public corporation, hereinafter called "LESSEE:"

**WITNESSETH:**

In consideration of the respective covenants of the parties and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby mutually agree as follows:

1. LESSOR does hereby lease to LESSEE and LESSEE does hereby lease from LESSOR the following described leased premises located at 11 South Tenth Street and 9 South Tenth Street, Columbia, Boone County, Missouri, to-wit:

- a) The first floor and second floor areas located at 11 South Tenth Street, Columbia, Missouri, containing approximately 1,400 square feet; and
- b) The first floor area located at 9 South Tenth Street, Columbia, Missouri, containing approximately 1,300 square feet; and
- c) A small basement area located at the bottom of the stairway on the property referred to in subparagraph b) above, containing approximately 250 square feet.

2950 sf

subject to reservation by LESSOR of the roof and exterior walls of the leased premises and reservation by LESSOR of the right (without thereby assuming the obligation) to install, maintain, use, repair and replace all pipes, ducts, wires, utility lines and other equipment which now or hereafter may be required to serve LESSOR or any other lessee on LESSOR'S adjacent premises.

2. The term of this Lease shall be for a period of fifty-four (54) months commencing on August 1, 2012 and extending through January 31, 2017, subject to option of LESSEE to renew for one (1) additional successive period of four (4) years as hereinafter provided.

3. LESSEE shall pay to LESSOR as rent on the leased premises during the initial term of this Lease the following:

a) During the six (6) month period from August 1, 2012 through January 31, 2013, the sum of One Thousand Nine Hundred Dollars (\$1,900.00) per month;

b) During the two (2) year period from February 1, 2013 through January 31, 2015, the sum of Two Thousand One Hundred Dollars (\$2,100.00) per month; and

c) During the two (2) year period from February 1, 2015 through January 31, 2017, the sum of Two Thousand Three Hundred Dollars (\$2,300.00) per month.

The aforesaid rent shall be paid monthly in advance on the first day of each calendar month during the term of this Lease.

4. This Lease shall automatically extend for one (1) successive term of four (4) years beginning with the termination date of the initial term of this Lease (being the period from February 1, 2017 through January 31, 2021) upon the same terms and conditions as specified herein, with the exception of adjustment of rent as hereinafter provided; provided however, this Lease shall terminate at the end of the initial term of this Lease if LESSEE shall give written notice of termination to LESSOR not less than six (6) months prior to the end of the initial term of this Lease.

The rent during the option renewal term in the event this Lease is renewed shall be as follows:

a) During the two (2) year period from February 1, 2017 through January 31, 2019, the sum of Two Thousand Six Hundred Dollars (\$2,600.00) per month; and

b) During the two (2) year period from February 1, 2019 through January 31, 2021, the sum of Two Thousand Nine Hundred Dollars (\$2,900.00) per month.

The aforesaid rent shall be paid monthly in advance on the first day of each calendar month during said renewal term.

5. In the event LESSEE fails to pay any installment of rent within ten (10) days after the due date, LESSEE agrees to pay to LESSOR a late charge in an amount equal to five percent (5%) of the delinquent monthly payment. The aforesaid late charge shall be paid

concurrently with the payment of the delinquent rent and shall be considered as additional rent under the terms of this Lease.

6. LESSEE shall have the right to possession of the leased premises on the commencement date of this Lease and on paying the rents and performing the covenants herein contained LESSEE may peaceably hold said possession for the term of this Lease.

7. LESSEE shall use the leased premises only for office purposes and for no other purpose without the prior written consent of LESSOR.

8. LESSOR will pay all real estate taxes on the leased premises during the term of this Lease.

9. LESSEE shall pay for the water, sewer, electric current, trash pickup and other utility services furnished to the leased premises during the term of this Lease.

10. LESSOR agrees to maintain in good repair the exterior portions of the building where the Leased Premises are located including roof, walls, gutters and foundation but excluding windows, glass, exterior doors and damage caused by fault of LESSEE or any of its employees, licensees or customers. LESSEE agrees to maintain in good repair the interior of the Leased Premises including windows, glass, exterior doors and damage caused by fault of LESSEE or any of its employees, licensees or customers and including the heating, air conditioning, electrical, plumbing and sewer fixtures and equipment on the Leased Premises and including all required painting, except as provided in the next paragraph below.

In the event any single cost to repair or replace the heating, air conditioning, plumbing and sewer fixtures and equipment on the Leased Premises shall exceed Three Hundred Fifty Dollars (350.00), the part of said cost which is in excess of Three Hundred Fifty Dollars (\$350.00) shall be paid as follows:

a) LESSOR shall pay all costs of said repair or replacement which is in excess of Three Hundred Fifty Dollars (\$350.00) but not more than Seven Hundred Dollars (\$700.00) for each occurrence; and

b) LESSOR shall pay one-half (1/2) of the cost of said repair or replacement which is in excess of Seven Hundred Dollars (\$700.00) for each occurrence and LESSEE shall pay one-half (1/2) of the cost of said repair or replacement which is in excess of Seven Hundred Dollars (\$700.00) for each occurrence.

22. The following events shall be deemed to be events of default by LESSEE under this Lease:

a) Should LESSEE fail to pay any installment of rent due hereunder or any late charge due hereunder and such failure shall continue for a period of fifteen (15) days after written notice from LESSOR; provided however, in the event two (2) such notices have been given in any calendar year and thereafter LESSEE fails to pay any installment of rent or any late charge due within fifteen (15) days after the due date such shall be deemed a default on this Lease without the requirement of any prior written notice being given by LESSOR to LESSEE.

b) Should LESSEE fail to comply with any term, provision or covenant of this Lease, other than the payment of rent or any late charge due, and shall not cure such failure within thirty (30) days after written notice thereof from LESSOR, or if the same cannot be cured within thirty (30) days, shall not have commenced to cure the failure within thirty (30) days and proceed diligently to cure same.

c) Should LESSEE become insolvent, or should LESSEE make a transfer in fraud of creditors, or should LESSEE make an assignment for the benefit of creditors.

d) Should LESSEE file a petition under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or should LESSEE be adjudicated a bankrupt or insolvent in proceedings filed against LESSEE thereunder.

e) Should a receiver or trustee be appointed for all or substantially all of the assets of LESSEE.

Upon the occurrence of any such events of default, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand:

i) To terminate this Lease, in which event LESSEE shall immediately surrender the premises to LESSOR. If LESSEE fails so to do, LESSOR may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession

of the leased premises and expel or remove LESSEE and any other person who may be occupying said premises or any part thereof without being liable for prosecution or any claim of damage therefor. LESSEE agrees to pay to LESSOR on demand the amount of all loss and damage which LESSOR may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise.

ii) To enter upon and take possession of the leased premises and expel or remove LESSEE and any other person who may be occupying said premises or any part thereof without being liable for prosecution or any claim for damages therefor and relet the premises and receive the rent therefor. LESSEE agrees to pay to LESSOR on demand any deficiency that may arise by reason of such reletting.

iii) To enter upon the leased premises without being liable for prosecution of any claim for damages therefor and do whatever LESSEE is obligated to do under the terms of this Lease. LESSEE agrees to reimburse LESSOR on demand for any expenses which LESSOR may incur in thus effecting compliance with LESSEE'S obligations under this Lease. LESSEE further agrees that LESSOR shall not be liable for any damages resulting to the LESSEE for any such action.

iv) To enter upon the leased premises and to remove the property and personnel of LESSEE from the leased premises and to store the property in a public warehouse or at a place selected by LESSOR at the expense of LESSEE.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages occurring to LESSOR by reason of the violation of any of the terms, provisions and covenants herein contained. Failure by LESSOR to enforce one or more of the remedies herein provided upon any event of default shall not be deemed or construed to constitute a waiver of such default, or of any other violation or breach of any of the terms, provisions and covenants contained herein.



23. In the event a part of the leased premises is taken by eminent domain and the part remaining is still suitable for the use contemplated herein, this Lease as to the part taken shall terminate as of the date title shall be taken by the condemnor and all monies paid or to be paid by the condemnor shall be paid to LESSOR, and LESSEE shall have no right to participate in said condemnation proceedings. In the event said taking has any detrimental effect upon LESSEE'S use of the leased premises, the rent shall be reduced according to the extent that LESSEE'S use of the leased premises has been affected by said condemnation proceedings.

In the event all of the leased premises is taken, or so much thereof as to render the leased premises unsuitable for the use being made of the leased premises at the time of condemnation, this Lease shall terminate as of the date that the condemning authority has the right to possession of the leased premises, and all of the condemnation proceeds shall be paid to LESSOR.

24. That in the event the leased premises are damaged by fire or other casualty without fault of LESSEE or any person on the premises with LESSEE'S consent so as to be partially untenable, a proportionate part of the rent shall abate until the building is rendered tenable, and LESSOR agrees to promptly restore said building to a tenable condition, except in the event during the last year of the then current term of this Lease twenty-five percent (25%) or more of the floor space of the leased premises is damaged or destroyed by fire or other casualty, then this Lease shall be subject to cancellation by either party giving written notice thereof to the other party within fifteen (15) days after the occurrence of said damage or destruction.

That in the event the leased premises are damaged by fire or other casualty without fault of LESSEE or any person on the leased premises with consent of LESSEE to the extent that it is totally untenable, this Lease shall terminate as of the date of said damage and any prepaid rent shall be refunded to LESSEE.

25. In the event of any litigation between the parties in regard to the provisions of this Lease the prevailing party in said litigation shall have the right to recover from the other party all reasonable litigation expenses, including a reasonable attorney fee.

26. Any notice provided for herein may be personally served or shall be sent by certified U. S. mail, return receipt requested, in which case it shall be deemed served on the next business day subsequent to the date of mailing.

All notices to LESSOR shall be addressed to it c/o Warren R. Dalton, Jr., 1112 Torrey Pines, Columbia, MO 65203.

All notices to LESSEE shall be addressed to it at 11 South Tenth Street, Columbia, MO 65201.

LESSOR and LESSEE shall have the right to specify in writing that the aforesaid notices be mailed to some other address of said party.

27. No waiver of any forfeiture by acceptance of rent or otherwise shall waive any subsequent cause of forfeiture or breach of any condition of this Lease.

28. This Lease shall be binding upon LESSOR and its successors and assigns, and shall be binding upon LESSEE and its successors and assigns, subject however, to the restrictions herein contained against assignment and subletting by LESSEE.

LESSOR shall have the right to assign its rights under this Lease to a third party but all of the provisions of this Lease shall nevertheless remain in full force and effect and be binding upon said assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease the day and year first above written.

LESSOR:

KEEPERS-DALTON PARTNERSHIP, a  
Missouri general partnership

BY: Dell C. Keepers  
DELL C. KEEPERS, Trustee of The Dell C.  
Keepers Trust (General Partner)

BY: Warren R. Dalton  
WARREN R. DALTON, JR., Co-Trustee of  
The Dalton Family Trust (General Partner)

BY: David A. Dalton  
DAVID A. DALTON, Co-Trustee of the  
Dalton Family Trust (General Partner)