Agenda Item No. _____

Source:

Mike Hood

Fiscal Impact

YES

NO

Other Info.

TO: City Council

FROM: City Manager and Staff

DATE: December 10, 2008

RE: Department of Conservation Land Use Agreement

SUMMARY: At the December 1, 2009, Council Meeting, the Council received a staff report (attached) outlining the terms and conditions of a draft Lease and Memorandum of Understanding between the City of Columbia and the Missouri Department of Conservation (MDC). The proposed agreement would lease approximately seventeen (17) acres of the City's Gans Creek Recreation Area to the MDC to serve as the location of a new community conservation center/regional office. In return the MDC would lease the 106 acre H.J. Waters and C.B. Moss Wildlife area to the City for public recreation use.

As directed by Council, this agreement was reviewed in more detail at the Council work session on December 8. Brief presentations were made by both City staff and representatives of the MDC. Based on discussion at the Council work session, staff is recommending that an ordinance be prepared officially approving the Lease and Memorandum of Understanding.

Survey work is currently underway to provide a legal description of the acreage being leased to MDC. It is anticipated this survey work will be complete prior to the end of the calendar year. Once the legal description is available, the lease agreement can be finalized.

SUGGESTED COUNCIL ACTION: Pass motion directing staff to introduce an ordinance authorizing the proposed Lease Agreement and Memorandum of Understanding once the required legal descriptions are complete.

Source

Mike Hood
MH

Fiscal Impact

YES x

NO

Other Info.

Agenda Item No. (7)

TO: City Council

FROM: City Manager and Staff

DATE: November 21, 2008

RE: Department of Conservation Land Use Agreement

Summary: On September 17th, 2007, the City Council approved a resolution authorizing a non-binding memorandum of understanding (copy attached) with the Missouri Department of Conservation (MDC). The purpose of that memorandum was to outline the "intention and desire of the City and MDC to commit their time and financial resources to explore and negotiate in good faith towards the development of a conservation education center and office on city property."

Staff of both agencies have worked, since that time, to identify a recommend location for the conservation education center and draft a proposed lease/memorandum of understanding (copy attached) which, if eventually approved by the Council and the Conservation Commission, would allow development of the new center to proceed. The purpose of this report is to provide the Council with a draft copy of the proposed lease agreement for review and consideration.

In brief, the proposed agreement would lease approximately seventeen (17) acres of the City's Gans Creek Recreation Area (Crane property) to the MDC to serve as the location of the new conservation center. In return, MDC would lease the 106 acre H. J. Waters and C.B. Moss Memorial Wildlife Area to the City for public recreation use.

Discussion: In early August of 2007, representatives of Missouri Department of Conservation (MDC), at a pre-council meeting work session, presented to the City a preliminary proposal for a partnership which would result in the possible development of a new conservation education center and regional office to be located in the Columbia area. That proposal suggested the possibility of using a small portion of either the Philips or Crane properties as the site of the new conservation facility as well as the potential for additional City use of existing MDC property.

Following the MDC presentation, Council directed staff to work with MDC to develop a more detailed agreement for proceeding with consideration of the project. As such, a non-binding memorandum of understanding was negotiated between the two agencies outlining guidelines for proceeding with a more in-depth analysis of the potential for the project. The Council passed resolution 206-07 on September 17th 2007, approving the non-binding memorandum.

Utilizing the guidelines of the memorandum , staff of the two agencies have

continued to work together to identify a recommended location for the conservation education center and negotiate other terms of a definitive agreement. A draft of a binding lease/memorandum of understanding has been developed and reviewed by the legal staff of both agencies. This draft is now being brought forward to both the City Council and the Missouri Conservation Commission for consideration and review.

As drafted, the Lease/Memorandum of Understanding includes the following key points:

1.) The City will lease approximately 17.5 acres of the Gans Creek Recreation area (see attached map) to MDC for a period of ninety-nine (99) years for the purpose of developing, constructing, and operating a conservation education center and regional office facility.

2. The MDC will lease the 106 acre H.J. Waters and C.B. Moss Memorial Wildlife Area (see attached map) to the City for a period of ninety-nine (99) years for public recreation use. Within this property there shall be a smaller tract defined as the city–controlled zone. The City shall have the right to construct, develop, and/or maintain public use facilities and to alter or modify current existing facilities within the city-controlled zone. All acreage outside of the controlled zone shall be maintained in a natural state and managed for wildlife and natural habitat purposes in keeping with the intent of the original donation to MDC. The lease also allows for the development of a pedestrian trail along the south fork of the Grindstone Creek.

3.) MDC will construct the new facility in compliance with all codes and processes that would be applicable were MDC constructing a facility on MDC-owned land within the boundaries of the City. MDC will not be subject to the formal review, permit, or inspection processes of the City. MDC will meet the requirements of City's Stormwater Management and Water Quality Manual.

4.) The City will have access to the public use and classroom areas of the new facility to host and sponsor meetings, seminars, classes, and other public events relating to the conservation of natural resources. This use shall be subject to the terms and conditions outlined in the agreement.

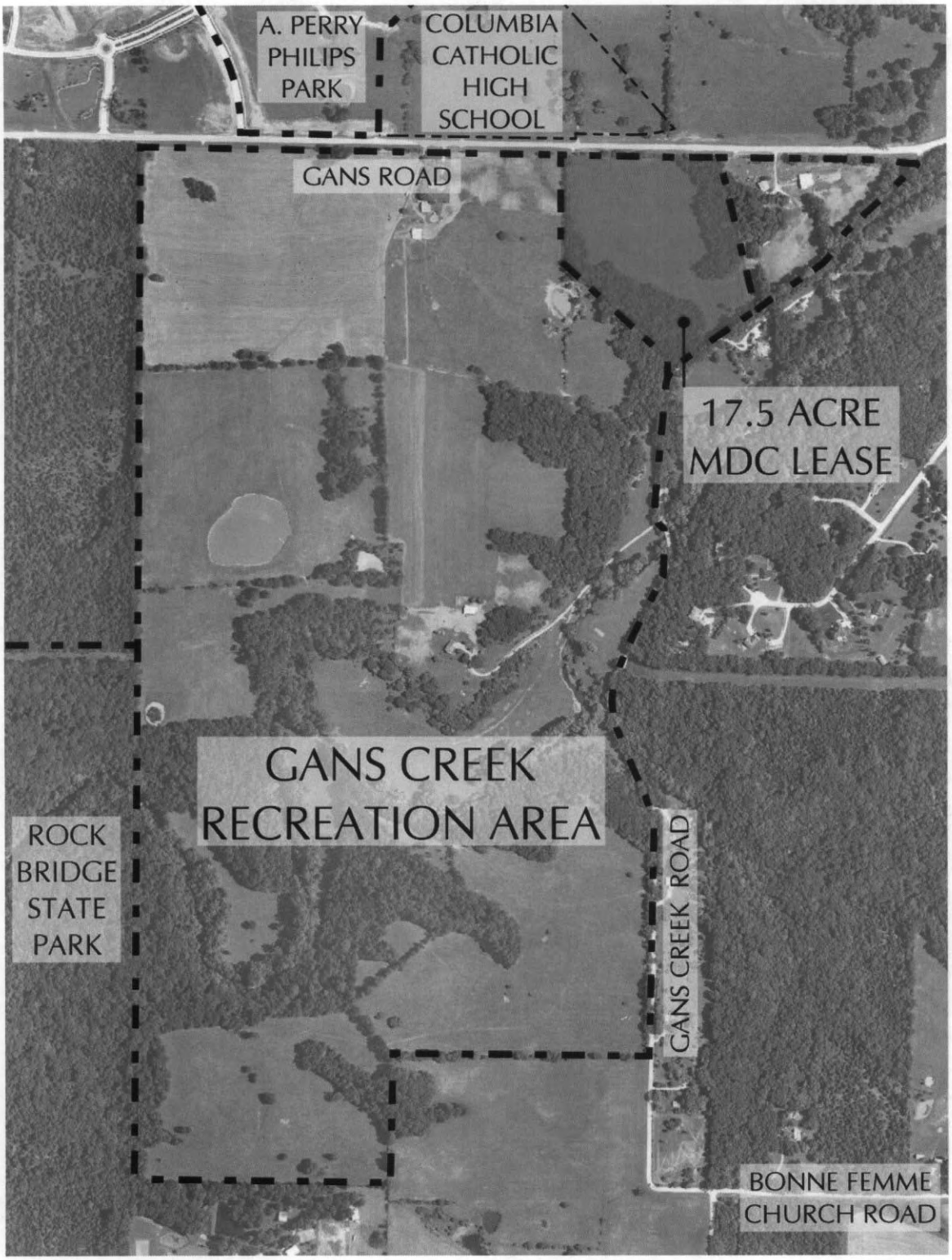
5.) The City will retain the name "H.J. Waters and C.B. Moss Memorial Wildlife Nature Area" for the city leased site. Signage for both properties shall recognize the cooperative partnership of the two agencies.

6.) Either party has the right to terminate the lease upon six months written notice subject to the detailed provisions included in the lease agreement.

Staff of both agencies have worked extensively and cooperatively to develop a proposal which is believed to provide a positive benefit not only to both agencies, but to the citizens of Columbia and mid-Missouri. Upon Council concurrence that the City should move forward with the lease proposal, staff will finalize the legal descriptions of the two properties involved and bring back an ordinance officially

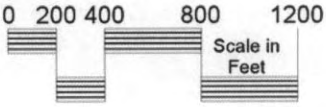
approving the lease agreement.

Suggested Council Action: Representatives of the Department of Conservation are available to attend the Council's December 8 work session. It is recommended that Council direct staff to schedule discussion of the proposed lease agreement as an agenda item for the December 8th meeting. Following the work session, should the Council wish to proceed with the proposed lease, the Council should pass a motion at the December 15th Council meeting directing staff to prepare an ordinance officially authorizing the lease/memorandum of understanding.



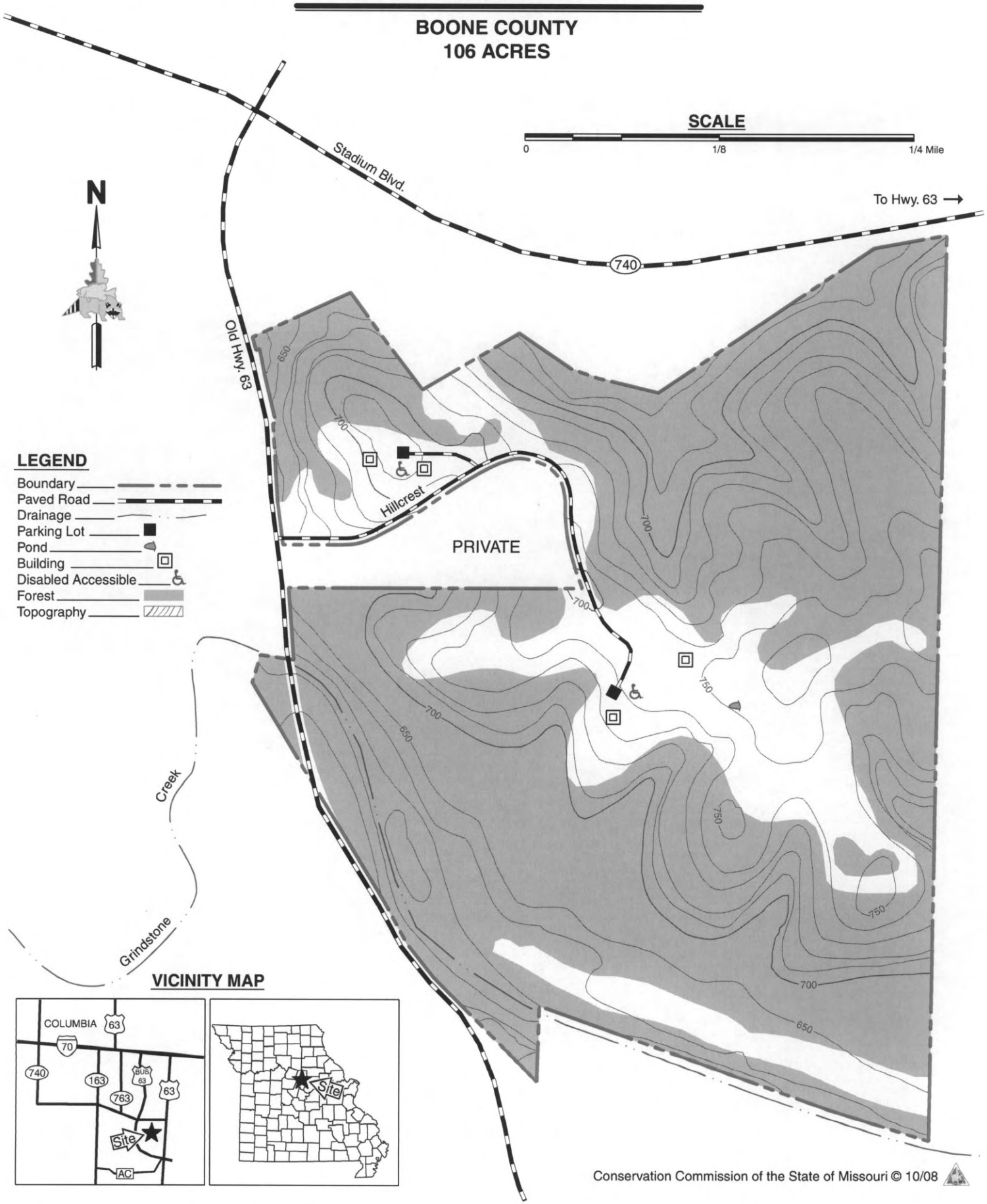
Gans Creek Recreation Area

with MDC Lease Area



H.J. WATERS AND C.B. MOSS MEMORIAL WILDLIFE AREA

BOONE COUNTY
106 ACRES



Conservation Commission of the State of Missouri © 10/08

LEASE AND MEMORANDUM OF UNDERSTANDING
BETWEEN the City of Columbia, MISSOURI
AND
MISSOURI DEPARTMENT OF CONSERVATION

THIS LEASE AND MEMORANDUM OF UNDERSTANDING ("Lease") is made as of this _____ day of _____, 20_____, between the City of Columbia, Missouri, a constitutional charter City and political subdivision of the State of Missouri ("City") and Missouri Department of Conservation, an authorized Departmental agency of the State of Missouri ("MDC"), each individually a "Party" to this Lease and collectively "the Parties" hereto.

WHEREAS, City and MDC desire to establish and maintain their historic close working relationship; and,

WHEREAS, there is a need for increased public outdoor recreation opportunities and facilities in the City of Columbia; and

WHEREAS, there is a need for public use facilities which provide information and education regarding urban soil, water and natural resource conservation opportunities; and

WHEREAS, the Parties desire to work together to develop additional public recreation and community conservation facilities in Columbia, Missouri; and

WHEREAS, the City owns certain land located within its boundaries known as Gans Creek Recreation Area, operated by its Department of Parks and Recreation as a recreational area for use by the general public; and

WHEREAS, MDC owns certain land located with the boundaries of the City of Columbia known as the H.J. Waters and C. B. Moss Memorial Wildlife Area; and

WHEREAS it is the desire of the MDC to increase efficiency and reduce resource consumption of its local facilities by constructing and operating a Regional Office facility which will serve as a community conservation center for use by the general public for the purposes of urban conservation education and demonstration and by MDC staff for the purposes of natural resources administrative and research, and;

WHEREAS, the City and MDC desire to enter into a Lease and Memorandum of Understanding whereby MDC will use a portion of Gans Creek Recreation Area as a Regional Office facility and the City of Columbia will use the H.J. Waters and C. B Moss Memorial Wildlife Area to provide public recreational facilities and opportunities in accordance with the terms hereinafter set out.

NOW, THEREFORE, in consideration of the promises, covenants and other agreements herein made, and the payment of One Dollar ($1.00) and other good and valuable considerations the receipt of which is hereby acknowledged by the City, the Parties agree as follows:

1. Leases

1.1 The City does hereby demise and lease to the MDC for use in accordance with the terms hereinafter set out certain real property located in Gans Creek Recreation Area, Columbia, Missouri ("the MDC-Leased Premises"), comprising approximately 17.5 acres, more particularly described in the document attached hereto as Exhibit A.

1.2 MDC shall use the MDC-Leased Premises for the purpose of developing, constructing, and operating, at its own expense, a Regional Office facility (the "Facility") which will include office and laboratory space for Central Regional and Resource Science staff and public use facilities which provide education, information and demonstrations regarding the conservation of soil, water and natural resources in the urban setting. Upon mutual agreement between City and MDC, office facilities for a city-funded naturalist/urban conservationist shall be provided in the Facility. The operations and management of the Facility will be the responsibility of MDC, which shall establish limitations for its use and availability, all in accordance with this Lease and MDC policies.

1.3 Whenever practicable and as permitted by law, the Parties intend to cause their efforts and methods to be compatible and complementary, in furtherance of the purposes of this Lease.

1.4 Site planning for the Facility and exact locations of all structures shall be as mutually agreed upon by the Parties.

1.5 MDC will construct the Facility in compliance with the Codes and Standards listed in 1 CSR 30-3.030(4)(D) and with all processes that would be applicable were MDC constructing a facility on MDC-owned land within the boundaries of City. MDC will not be subject to formal review, permit, or inspection processes of City. MDC will comply with its Land Disturbance Permit~~ and will be deemed to be in compliance with City's stormwater ordinance so long as stormwater run-off from the completed Facility does not exceed pre-development levels.~~ MDC will meet the requirements of City's Stormwater Management and Water Quality Manual. MDC shall

not be required to obtain a permit under Section 12A-93 of the City Code and shall not be required to post a performance bond or other performance security. A certificate of occupancy shall not be required for the Facility. MDC shall not be required to create a formal maintenance covenant under Section 12A-95. All features will be built in accordance with plans and specifications prepared by MDC with assistance of City as needed. MDC and the City agree to share access roads and ingress/egress easements and parking areas as may be required for access to both Parties' facilities in Gans Creek Recreation Area.

1.6 The City shall have access to the public use and classroom areas of the MDC-Leased Premises to host and sponsor meetings, seminars, classes and other public events relating to the conservation of natural resources in the urban setting. Scheduling and locations of such events will be reviewed by the MDC Site Administrator and the City representative so designated by the City Manager. Events which involve use of the Facility will require MDC personnel to operate the Facility. Should MDC incur expenses for overtime or hourly labor to accommodate the City's events, the City will reimburse MDC for the reasonable and necessary expenses to adequately staff the Facility. Events that do not involve opening the Facility or making the Facility available for city-sponsored events outside normal business hours, will not require the presence of MDC personnel.

1.7 The MDC does hereby demise and lease to the City, for use in accordance with the terms hereinafter set out, certain real property located in Columbia, Missouri, known as the H.J. Waters and C. B. Moss Memorial Wildlife area, more particularly described on the document attached hereto as Exhibit B. Within that leased

property is designated a smaller parcel, to be known as the City-Controlled Zone, more particularly identified on the document attached hereto as Appendix 1 to Exhibit C.

1.8 The operations and management of the City-Leased Premises and facilities will be the responsibility of the City, which shall establish limitations for its use and availability, all in accordance with this Lease and policies mutually agreed upon by City and MDC. Those policies will include a prohibition on the use of any property owned or leased by MDC for any activity or event that involves the sale of alcohol on the premises. The policies will also allow for archery hunting on the City-Leased Premises, in compliance with the Missouri Wildlife Code.

1.9 City will develop a master park plan for the City-Leased Premises. As part of the City's master park plan for the site, the City-Controlled Zone may be used for providing employee work space, equipment and material storage and repair areas and for providing public recreational opportunities and facilities. The portion of the City-Leased Premises outside the City-Controlled Zone shall be used for public recreational opportunities and facilities, and shall be managed in keeping with intent of the original donation to MDC and according to the "Cooperative Management Agreement" attached hereto as Exhibit C. MDC staff input shall be included during the master plan development and any modifications thereto.

1.10 Signage for MDC-Leased Premises shall contain the phrase "...In cooperation with Columbia Parks and Recreation". Signage for City-Leased Premises shall contain the phrase "...In Cooperation with Missouri Department of Conservation", and the name "H.J._Waters and C.B._Moss Memorial Wildlife Nature Area".

2. Relationship of the Parties

2.1 No Party shall be authorized to assume or create any obligations on behalf of the other Party without the other Party's prior written agreement.

2.2 Neither Party will reference or use the other Party's name, logo, or trademark in marketing or other literature without the prior written approval of the other Party.

3. Management Committee and Notifications

3.1 Responsibility for the administration of this Lease lies with the Parties, but facilitation and direction of the efforts of the Parties under this Lease shall be coordinated by one representative from each Party, who shall serve as that Party's primary point of contact for the other Party.

3.2 The City's designee is the Director, Columbia Parks and Recreation, or a representative appointed by the Director.

3.3 The MDC's designee is the Site Administrator or a representative appointed by the Site Administrator.

3.4 Official Notifications may be sent to each Party at the following addresses:

Columbia Parks and Recreation 1 S. Seventh Street Columbia, MO 65201	Missouri Department of Conservation P.O. Box 180 Jefferson City, MO 65102-0180

A party may change the primary point of contact or address to which notice is to be given by giving notice of such change to the other party.

4. Responsibilities of Columbia, Missouri

4.1 The City represents that it has good title to the MDC-Leased Premises and will warrant and defend same against all claims as necessary to make the property available for the Parties' intended use hereunder.

4.2 The City will maintain all grounds and facilities within the City-Leased Premises.

4.3 City may, upon written mutual agreement, and at City's expense, add to or construct additional edifices and/or facilities upon the City-Leased Premises for the purposes stated herein (section 1.7).

5. Responsibilities of the Missouri Department of Conservation

5.1 MDC represents that it has good title to the City-Leased Premises and will warrant and defend same against all claims as necessary to make the property available for the Parties' intended use hereunder.

5.2 MDC will, at its own cost, design and construct on MDC-Leased Premises a Regional Office in accordance with its designs and as described above (Section 1.5) and will not charge City for these improvements to premises so long as MDC shall occupy the facility for at least 99 years. The Parties contemplate that there may be additional improvements by MDC or cooperatively by both Parties within the MDC-Leased Premises, including but not limited to outdoor rain gardens, butterfly gardens, hiking trails, soil and water "best management practices" or other outdoor gathering facilities. MDC and City will cooperatively design and maintain such facilities pursuant to a written agreement.

5.3 MDC shall be responsible for maintenance of the grounds of the 17.5 acre Regional Office site. If requested and upon mutual agreement, City will assist with landscape planning, design and maintenance.

5.4 MDC will install or make arrangements for the installation of all necessary utilities on the MDC-Leased Premises, at its own expense. The City agrees to execute any right-of-way easements, or other legal consent required to effectuate installation of such utilities. The City will have the option of connecting to these utilities for service to City property adjacent to the MDC-Leased Premises but shall have such service separately metered and billed to the City.

5.5 MDC will, at its own cost, provide maintenance of buildings, features and all equipment connected therewith, and mowing within the immediate curtilege area surrounding the Facility. Grounds maintenance and vegetative management of remaining property on the MDC-Leased Premises shall be as mutually agreed upon by City and MDC staff, pursuant to a written agreement. MDC will erect its standard cantilever outdoor signs identifying the MDC-Leased Premises and Facility as an MDC built and operated facility, but also recognizing the participation of Columbia Parks and Recreation as stated in Section 1.10 above.

5.6 MDC will permit the City to use the public areas of the MDC-Leased Premises, as described in paragraph 1.6.

5.7 Upon opening of the Facility, MDC shall vacate and relinquish to the City, for the purposes described in this Lease, all facilities within the City-Leased Premises.

5.8 MDC's obligations under this paragraph are subject to availability of budgeted funds and appropriations which will reasonably permit construction and maintenance of the Facility described herein.

6. Term and Termination of Lease

6.1 This Lease shall be effective as of the date first set forth above upon the execution by all the Parties, and shall terminate ninety-nine (99) years from the effective date unless otherwise mutually agreed upon by the Parties.

6.2 Either Party may terminate this Lease upon six (6) months written notice to the other Party, subject to the provisions listed below.

6.3 Pursuant to the Whitestone Building Maintenance and Repair Cost Reference, and in keeping with the usual and customary practice in building maintenance and repair, the parties will presume a 50 year facility service life for facilities constructed under this Lease and Memorandum of Understanding.

6.4 If the City shall issue notice of termination of this Lease within the first fifty (50) years of its existence, then City shall reimburse MDC for its costs of construction of improvements on the MDC-Leased Premises on a pro-rata amortized basis for each of the remaining years of the then-current term of the Lease, with the amortization based on the 99-year term of the Lease. For example, if the City shall terminate the Lease at the end of the fifth year of the Lease, it shall reimburse MDC the total cost of improvements on the Leased Premises divided by 99 years, multiplied by 94 remaining years in the term of the Lease. If MDC shall issue notice of termination of this Lease within the first fifty (50) years of its existence, then MDC shall reimburse City for its costs of construction of improvements on the City-Leased

Premises on a pro-rata amortized basis for each of the remaining years of the then-current term of the Lease, with the amortization based on the 99-year term of the Lease. For example, if MDC shall terminate the Lease at the end of the fifth year of the Lease, it shall reimburse City the total cost of improvements on the City-Leased Premises divided by 99 years, multiplied by 94 remaining years in the term of the Lease. Lease termination of either of these leased premises by one party automatically terminates the lease of the other party's premises unless otherwise mutually agreed upon by both City and MDC.

6.5 If through no fault or cause of a Party, physical use of the property and facilities described herein shall become a practical or legal impossibility due to some unforeseen event, act of God, or order of a court of competent jurisdiction, then that Party may give notice of termination to the other Party as provided herein and reimbursement shall be by mutual agreement between both parties.

6.6 Upon termination of this Lease, each party shall be allowed to remove from the respective Leased Premises their furniture, supplies, equipment and other personal property, but no buildings or permanent improvements affixed thereto.

6.7 Termination of this Lease shall not terminate rights and obligations of the Parties which arose prior to such termination.

7. Integration and Modification

The agreement between the Parties consists of this Lease Agreement and the Cooperative Agreement attached as Exhibit C. This Lease may be amended only by a written instrument signed by each of the Parties.

8. ____—Governing Law

This Lease shall be governed by and interpreted pursuant to the laws of Missouri.

9.____—Third Party Rights

Nothing in this Lease shall be construed to give any rights or benefits to any person/individual or entity other than the City and MDC.

10. Assignment

No Party may assign or delegate this Lease or any of its rights or obligations under this Lease without prior written consent of the other Party; provided, however, either Party upon written notice to the other Party may assign any obligations or rights under this Lease to any affiliate or subsidiary without the prior written consent of the other Party.

11. Dispute Resolution

11.1 In case of any dispute or disagreement concerning the construction or interpretation of the terms and conditions, or concerning the operation of, this Lease, including disputes regarded as such by only one of the Parties, the Parties shall negotiate in good faith for a period of sixty (60) days to resolve such dispute.

11.2 In the event legal action is required to settle any dispute, the Parties agree that venue shall lie in the Circuit Court of Cole County, Missouri.

12. Sovereign Immunity

Nothing herein shall be intended or interpreted as a waiver by either party of any immunities they may enjoy under law.

IN WITNESS WHEREOF, the Parties have signed this Lease.

CITY OF COLUMBIA, MISSOURI

By: _____
H. William Watkins, City Manager

ATTEST:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Fred Boeckmann, City Counselor

MISSOURI DEPARTMENT OF CONSERVATION

By: _____
John Hoskins, Director

ATTEST:

_____
Commission Secretary

APPROVED AS TO FORM:

_____
Tracy McGinnis, General Counsel

EXHIBIT C
MANAGEMENT AGREEMENT
WATERS-MOSS CONSERVATION AREA

1. Biennially professional staff from the MDC Central Forest Region and from the Columbia Parks and Recreation management staff shall meet and prepare a two year management plan of operation for the Waters-Moss area.

2. Biennial management plan shall cover wildlife and forest management practices which may include but shall not be limited to: food plots, green browse flood plots, brushpiles, timber stand improvement, invasive species control, crop tree release and scheduling of public use for resource conservation seminars, workshops and training and demonstrations to groups such as scouts, FFA, 4H and others.

3. Subject to the availability of appropriated funds and subject to the City's public improvement process, a pedestrian trail linking Grindstone Nature Area, Waters-Moss Memorial Wildlife Area and the south fork of the Grindstone creek will be cooperatively developed by MDC and City. City staff shall lead on trail design and development. MDC shall assist City with trail development, equipment, materials, labor as available and (at least partial) funding. Trail location shall be subject to approval by MDC.

4. MDC staff shall lead on forest and wildlife management practices which are dependent upon agricultural or other specialized management equipment.

5. A City-controlled zone shall be designated within the Waters-Moss Memorial Wildlife Area., as set out in Appendix 1 to this Exhibit C. City has authority to construct, develop and/or maintain public use facilities and to alter or modify currently existing facilities within the City-controlled zone. Such development or modification of facilities shall be with approval of MDC.

6. MDC will maintain existing on-site communications radio tower, antenna and associated equipment and structure(s). Should City desire to use the tower, antenna or associated equipment and structures, for placement of a city communications antenna or construction of adjacent service structures for ancillary communications equipment, the parties shall negotiate the terms of such use. Should the parties reach an agreement for such use, they shall execute a written Special Use Agreement which shall set forth the terms of City's use of the tower, antenna and associated equipment and structures. City will be responsible for maintenance of its equipment and structures placed pursuant to the Special Use Agreement.

APPENDIX 1 TO EXHIBIT C - CITY CONTROLLED ZONE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on this 15th day of October, 2007, by and between the City of Columbia, Missouri ("City"), a municipal corporation, and the Missouri Department of Conservation ("MDC"), a Missouri state agency.

RECITALS

A. MDC is a constitutionally authorized agency of the State of Missouri with responsibility for the control, management, restoration, conservation and regulation of the bird, fish, game, forestry and all wildlife resources of the state.

B. City owns several properties managed by the Parks & Recreation Department, including Phillips Park and the Crane Park property.

C. MDC owns several properties within Columbia that serve public recreational needs and fulfill necessary administrative office functions, scientific research and public outreach programming.

D. MDC desires to consolidate its office and research functions at one location in a facility demonstrating conservation friendly practices with public visibility and enhanced access, and desires to reassess the management of public recreational properties under its control.

E. City proposes to develop the Phillips Park and the Crane Park property in a manner that promotes partnerships to advance public leisure opportunities and protection of the City's natural resources.

UNDERSTANDING

NOW, THEREFORE, the parties propose the following:

1. *Purpose.* The purpose of this Memorandum of Understanding is to set forth the general expectations of City and MDC in order to conduct a feasibility analysis for the development and operation of a conservation education center and office on City property pursuant to mutually acceptable terms and conditions.

2. *Method.* Within 14 days of the execution of this memorandum, the parties will each designate a primary point of contact to lead the feasibility analysis and draft recommendations for the parties' consideration on or before May 1, 2008.

3. *Scope.* The analysis shall include, but not be limited to, locations suitable for the construction of a facility, infrastructure needs to accommodate the parties' intended uses, opportunities for mutually beneficial partnerships with other entities, identification of any potential financial resources that would enhance

mutual objectives, and, where desirable, consideration of alternate management and maintenance arrangements on properties owned by either party.

4. *Non-Binding Memorandum of Understanding.* This Memorandum of Understanding evidences the intention and desire of City and MDC to commit their time and financial resources to explore and negotiate in good faith towards the development of a conservation education center and office on City property. This Memorandum of Understanding is not a binding agreement upon City or MDC. The legal agreements reflecting any resulting project shall be set forth in definitive agreements subsequently negotiated, authorized and entered into by City and MDC. Either City or MDC 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.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date herein written.

CITY OF COLUMBIA, MISSOURI

By: _____
H. William Watkins, City Manager

ATTEST:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Fred Boeckmann, City Counselor

MISSOURI DEPARTMENT OF CONSERVATION

By: _____
John D. Hoskins, Director

APPROVED AS TO FORM:

_____