Introduced by _____

First Reading _____ Second Reading _____

Ordinance No. _____ Council Bill No. B 95-13

AN ORDINANCE

determining it is in the public interest to construct improvements to the H.J. Waters and C.B. Moss Memorial Wildlife Area; approving and adopting plans and specifications; determining that the work shall be done by contract; calling for bids through the Purchasing Division; determining that a portion of the project shall be done by city employees; providing for payment for the improvement; appropriating funds; authorizing the City Manager to obtain, execute and record all documents necessary for the improvement; providing for compliance with the prevailing wage law and state-mandated construction safety training; and fixing the time when this ordinance shall become effective.

WHEREAS, the City Council adopted a resolution declaring the necessity of constructing improvements to the H.J. Waters and C.B. Moss Memorial Wildlife Area; and

WHEREAS, the notice of a public hearing on this project was published in a daily newspaper of general circulation in the city; and

WHEREAS, the City Council has held a public hearing on construction of the improvements.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The Council finds that the construction of improvements to the H.J. Waters and C.B. Moss Memorial Wildlife Area, specifically to include renovation of an existing office building, garage area and two structures to be used for an activity center, meeting rental space and offices for the park rangers, demolition of a structure, and construction of a medium-sized shelter, playground, precast concrete restroom, drinking fountains, bike racks, asphalt parking lot, sidewalks and walkways, in the City of Columbia, Missouri, is necessary for the welfare and improvement of the city and that it is in the public interest that such improvements be made.

SECTION 2. The plans and specifications for this improvement, as prepared by the Director of Parks and Recreation, are hereby approved and made a part of this ordinance by reference.

SECTION 3. A portion of the construction of the improvement shall be done by contract in accordance with the plans and specifications, the laws of the State of Missouri, and the Charter and Ordinances of the City of Columbia, Missouri.

SECTION 4. The Purchasing Agent is hereby authorized to call for bids and execute a contract for the grading, demolition, playground installation and parking lot construction. As deemed advisable by the City Manager, City employees shall be used to renovate the existing buildings, install the pre-cast restroom, construct the medium-sized shelter and sidewalks and walkways.

SECTION 5. Payment for this improvement shall be made from park sales tax funds, the Designated Loan Fund and such other funds as may be lawfully appropriated.

SECTION 6. The sum of $350,000.00 is hereby appropriated from the Designated Loan Fund Account No. 710-0000-132.01-00 to the Waters-Moss Park Phase I Account No. 440-8800-548.49-90 C00519.

SECTION 7. The City Manager is authorized to obtain, execute and have recorded all licenses, easements, deeds and any other conveyances or instruments necessary for the City to complete this improvement.

SECTION 8. The contract for the improvement shall provide that not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under the contract. The contractor's bond shall guarantee the faithful performance of the prevailing hourly wage clause in the contract.

SECTION 9. The bid specifications and contract for the improvement shall provide that the contractor and any subcontractor shall provide a ten-hour Occupational Safety and Health Administration construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations) for all employees working on-site. All employees working on the site of the improvement are required to complete the safety program within 60 days of beginning work on the improvement project.

SECTION 10. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the Designated Loan Fund Account No. 710-0000-132.01-00 to cover the above appropriation.

Director of Finance

Source: Parks and Recreation

Agenda Item No:

To: City Council
From: City Manager and Staff

Council Meeting Date: April 1st, 2013

Re: Henry Jackson Waters & C.B. Moss Memorial Wildlife Area: Phase I Improvements

EXECUTIVE SUMMARY:

The Parks & Recreation Department is requesting Council approval to proceed with improvements to the Henry Jackson Waters & C.B. Moss Memorial Wildlife Area located at 1907 Hillcrest Drive. The Parks and Recreation Department became the managers of the Waters-Moss Memorial Wildlife Area in June 2012 as part of a land swap agreement with the Missouri Department of Conservation and the City. Staff is proposing to convert the former MDC offices into an activity center in order to relocate the Stephens Lake Park Activity Center staff and programs. Staff is proposing minor renovations of the Waters and Jones homes for a Park Ranger office and public meeting space. Total project budget is $515,000 for phase I with $165,000 coming from the 2010 Park Sales Tax and $350,000 coming from the City's designated loan fund. The loan will be paid off using the $113,000 that is budgeted to rent the Stephens Lake Activity Center. The project will be bid through the City's Purchasing Department and will be completed with a combination of contract and force account labor. Contract labor will be used for grading, demolition, playground installation and parking lot improvements. Park staff will construct and renovate all buildings, install the pre-cast restroom and construct the shelter. Work is scheduled to begin this summer with the goal of having staff relocated to Waters-Moss by January 31, 2014 and all park amenities in use by the summer of 2014.

DISCUSSION:

Brief History of Waters-Moss

The Henry Jackson Waters & C.B. Moss Memorial Wildlife Area is a 110 acre property located at 1907 Hillcrest Drive that is comprised of numerous buildings, heavily wooded areas and is adjacent to the Grindstone Creek. The property was given to the Missouri Department of Conservation (MDC) in 1972 and served as their regional office for the past 30 years. In January 2009, the City and MDC entered into a land swap agreement (Attachment E) which traded the Waters-Moss property for 18.5 acres on the northeast corner of the Gans Creek Recreational Area. As part of the agreement, the Waters-Moss property would have a designated city use zone with the remainder of the property remaining as wooded natural space with the exception of the future Grindstone Creek Trail. MDC is willing to contribute toward the construction of the trail, but that amount and final trail location is pending approval by Council at a later date. On June 2012, MDC officially turned over the Waters-Moss property to the City. The Waters-Moss Area currently allows archery hunting for both deer and turkey and the department will continue to allow those activities. As part of the agreement, park planning staff has met with local MDC managers regarding the proposed plans. Staff has received approval by the local managers and are waiting on approval from the state office.

Proposed Improvements

Parks and Recreation staff (planners, programmers, rangers and administration) have held numerous on-site and group meetings to discuss the property and the different amenities that could be constructed within the site. Staff determined that the relocation of the programs, activities and staff that are currently held at the Stephens Lake Park Activity Center would work at Waters-Moss and park planners were directed to develop a draft master plan. Several more meetings were held with staff and partners and a final draft plan was presented to the public at an interested parties meeting on Thursday, January 31, 2013 at the Waters-Moss Memorial Wildlife Area in the old MDC office building. Approximately 33 citizens, MDC representatives and Council members stopped by to view the plans and the office area. After the conclusion of the public interest meeting, staff included renovations of the Waters and Jones house into the first phase. The plans were then posted online and at the Stephens Lake Activity Center. Twenty-one people completed surveys supporting the move of the Stephens Lake Activity Center programs and events to the Water-Moss property. Staff believes that the proposed Waters-Moss Master Plan (Attachment A) represents a consensus of the public.

The Parks and Recreation Department proposes multiple improvements to the property including renovating two of the buildings to create the Waters-Moss Activity Center, addition of a medium-sized shelter, restroom and playground as well as utilizing two other buildings on the property for meeting rental space and as the park ranger offices for the Department. These items are shown as Waters-Moss Phase I funding (Attachment B).

The Parks & Recreation Department's first priority is to renovate the existing MDC office building and garage area so that the staff, programs and activities at the Stephens Lake Activity Center can be relocated to Waters-Moss. When the lease was renewed by Council at their September 4, 2012 meeting, staff proposed only a one year extension while the master planning and public input process for Waters-Moss was conducted. In the current FY-2013 budget, the Department includes $113,000 for lease and taxes with the actual lease being $110,160 per year. The lease is scheduled to expire January 31, 2014. Staff is proposing to renovate the existing MDC office to a 4,700 sq. ft. building which will house an art room, computer lab, two meeting rooms and offices for recreation staff (Attachment C). The building is currently 3,000 sq. ft. with a trailer attached to the west end of the building. Park staff is proposing to remove the trailer and construct an additional 1,700 sq. ft. permanent space at the end of the building in order create meeting rooms, food preparation area and ADA accessible restrooms. The existing garage building is 4,450 sq. ft. and will be converted into two large open space rooms that will be used for a variety of meetings, martial arts programs, preschool activities and as a space for 50+ programs. The two buildings will also receive exterior renovations, landscaping improvements and parking improvements around each building to create additional parking and address ADA accessibility. Additionally, the Department hosts and partners with the Osher Lifelong Learning Institute at Stephens Lake Activity Center. This program, sponsored by University of Missouri Extension, provides courses designed to complement the interests, concerns and lifestyles of the over-50 adult. The renovations at Waters-Moss will include suitable computer and teaching space and the required fiber optic connections in order to continue this partnership at Waters-Moss. The renovations to the two buildings will be completed by December 2013 and current Stephens Lake Activity Center staff and programs will move into the buildings in January 2014. Staff estimates that the total cost to renovate these two buildings is approximately $350,000 with most of the work being done by park staff.

After the completion of the office buildings, staff is proposing to construct traditional park amenities such as a medium shelter, playground, precast concrete restroom and other amenities such as parking, drinking fountains and bike racks. These will be constructed in the area that currently houses a small house known as the Sears house. The current condition of the Sears house is very poor as the building has not been used for many years. Park staff has determined that it would not be economically feasible to try to renovate and use the building and is recommending that it be demolished. Staff has discussed this with the MDC staff and they have indicated their support. After the Sears house is demolished, staff is proposing to construct the standard park amenities in this area. Park staff will construct a 24' X 48' medium-sized shelter and will use contract labor to install a small, precast concrete restroom, approximately 136 sq. ft., at the location to serve park patrons. Contract labor will also be used to install a playground and swingset near the shelter and construct a new asphalt parking lot to provide ADA accessible parking. Park staff will also install the necessary sidewalk connections to provide pedestrian access between the Waters-Moss Activity Center and the park features located at the current location of the Sears house, landscaping and miscellaneous park amenities. The total cost for these improvements will be $129,000.00 and will be completed by the summer of 2014.

Park staff is also proposing renovations to two additional buildings at the Waters-Moss Memorial Wildlife Area that will be used as rentable meeting space similar to how the Parks and Recreation Department currently rents the Rock Quarry House at Rock Quarry Park. Two homes located within the property, the Waters house and the Jones house, will be used as public rental space available for meetings, classes and group activities.

The Waters house located near the center of the Waters-Moss Memorial Wildlife Area will serve two primary functions. Staff is proposing to convert a large portion of the home into rentable meeting space that would be available for meetings, classes and group activities. The Waters house also offers additional patio space that can be used for events and small gatherings. An ADA accessible walkway will be constructed around the house and to the back patio area as part of this improvement. The remaining interior space not used for community rental will be converted into offices for the two full-time Park Rangers and their part-time, temporary staff. The Park Rangers will utilize the garage space and three additional small rooms to create an office and secure storage area. The offices will provide a permanent space for the park ranger program

and allow for a consistent presence in the park. The renovations to the home and patio area are estimated at $15,000 and are shown on Attachment D.

The Jones home and surrounding 3 acre tract of land was not originally owned by the Missouri Department of Conservation and was recently purchased by the Parks and Recreation Department in February 2013. Staff proposes to complete necessary renovations to the building to provide suitable meeting space and may need to add additional parking to serve patrons that rent the Jones home. The renovations to the home are estimated at $10,000. The Department is proposing $11,000 for contingency items and pending available funds, the department will construct additional parking at the Jones house. The first phase improvements to the Waters house and the Jones house will be completed by May 2014 and will be completed by park staff.

Projects that are not included in the first phase of development include improvements to the large white steel building, the small pond, and further development of natural walking trails in the park.

The Parks & Recreation Commission reviewed and approved the plans as presented at their March 21, 2013 meeting. Their area of concern involved the poor access off of Old Highway 63 and requested that if any street improvements were made, that the City consider adding a possible right and left turn lane into the park.

The project is included in the City's FY-13 capital improvement program with construction scheduled to begin in the summer of 2013. Different aspects of the renovations will take place throughout the year with completion of all proposed projects by July 2014. All work and materials will be bid through the City's Purchasing Department and will be completed using a combination of contract and park staff labor.

FISCAL IMPACT:

The total project budget for the improvements to the Waters-Moss Memorial Wildlife Area is $515,000. The office building and garage improvements will be funded using a $350,000 loan financed by the City's dedicated loan fund and will be paid back over the next four years using operating funds that would have been used to lease the Stephens Lake Activity Center. Staff is estimating that the payments will begin in February, 2014 and continue through FY-2017. The remaining renovations proposed to the property will be funded by the 2010 Park Sales Tax with $100,000 available in 2013 and $65,000 available in FY-2014. Staff estimates that the new Waters-Moss Activity Center will have comparable utility expenses to the Stephens Lake Activity Center. The additional space at the activity center will also allow park staff to offer more programs and meeting space within the two buildings that could increase annual revenues associated with the programs offered by the Parks and Recreation Department. The medium-sized shelter and restroom will have approximately $750-$1,000 additional utility expenses for water, sewer and electricity. The proposed shelter is a reservable shelter so there could be another $750-$1,500 in revenue depending on number of rentals. The Waters and Jones houses will be available for rental, generating some revenue in FY-2014 that will help offset maintenance expenses associated with the buildings.

VISION IMPACT:
http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php

12.1 Goal: A variety of attractive, well-maintained parks throughout Columbia-including neighborhood parks, regional parks, nature parks, and urban parks-will ensure all residents have access to a full range of outdoor and indoor recreational opportunities.

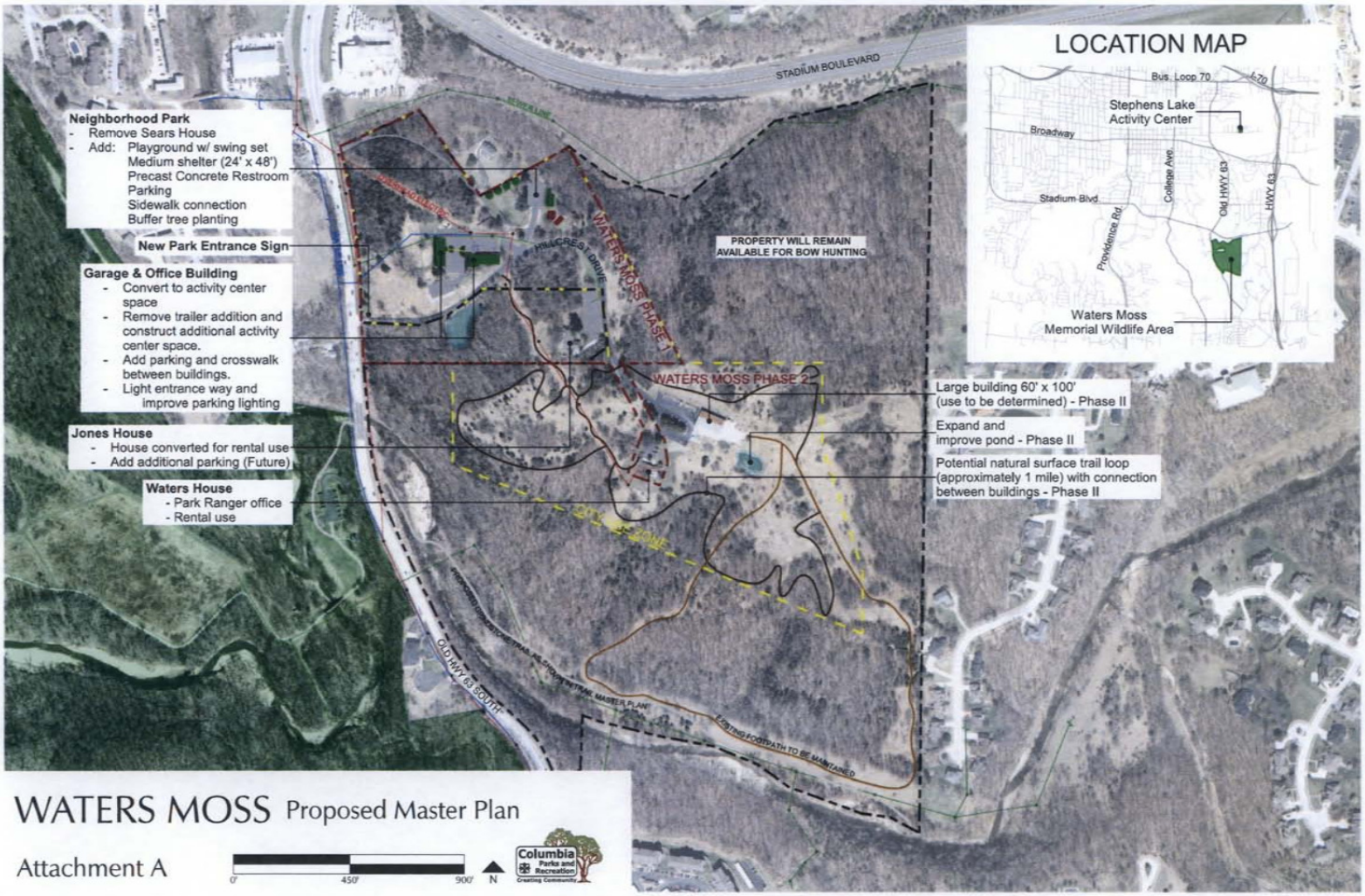
12.2 Goal: Columbia's recreational needs and desires will be met through effective public and private partnerships that provide outstanding, exciting, and diverse recreational facilities such as, but not limited to, an ice skating rink, golf courses, tennis courts, soccer fields, ball fields, ball parks, and swimming pools. These facilities will be placed appropriately throughout the city to allow easy access for everyone.

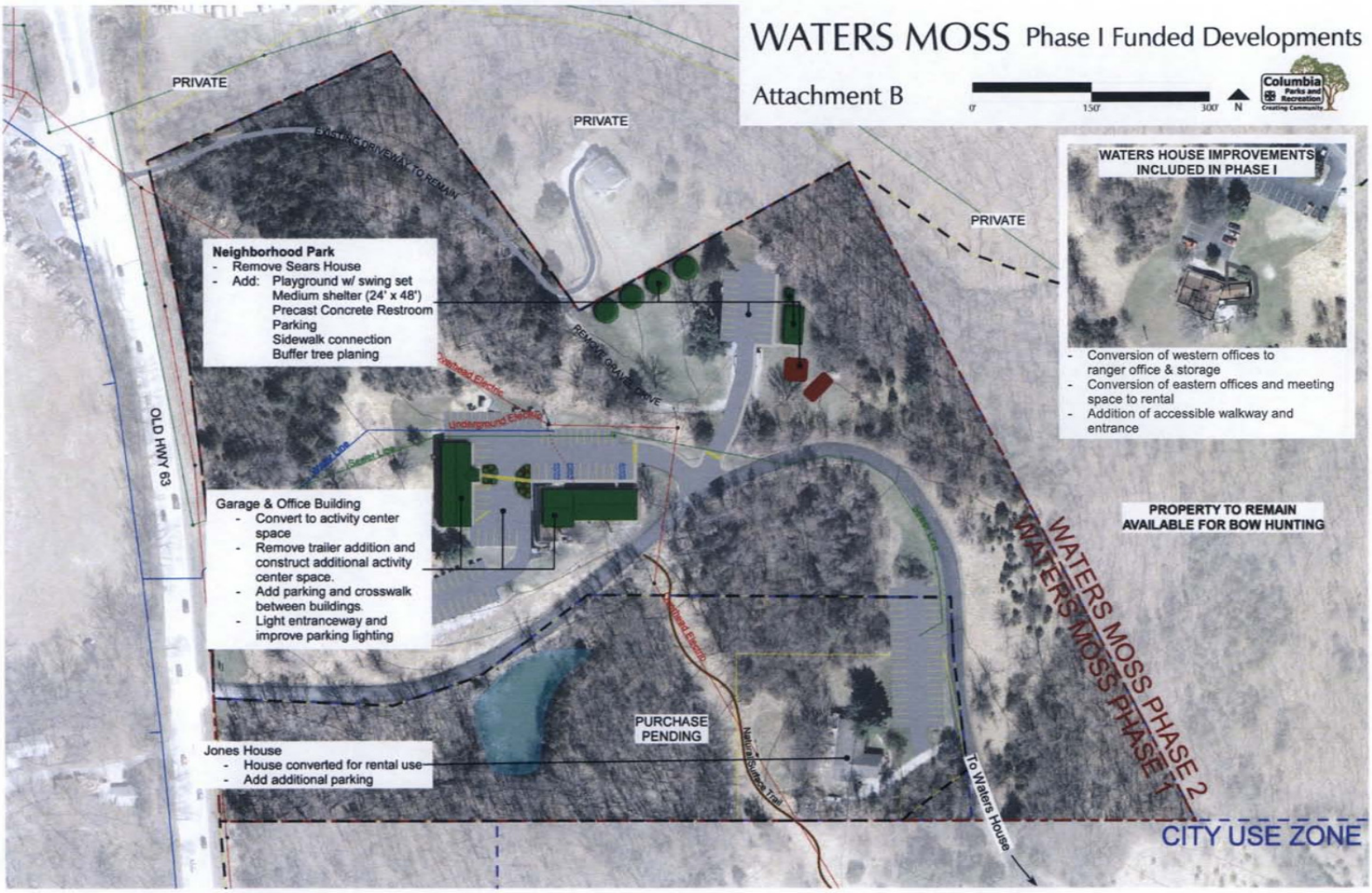
Implementation task #40: Fund and complete capital improvement program projects (parks).

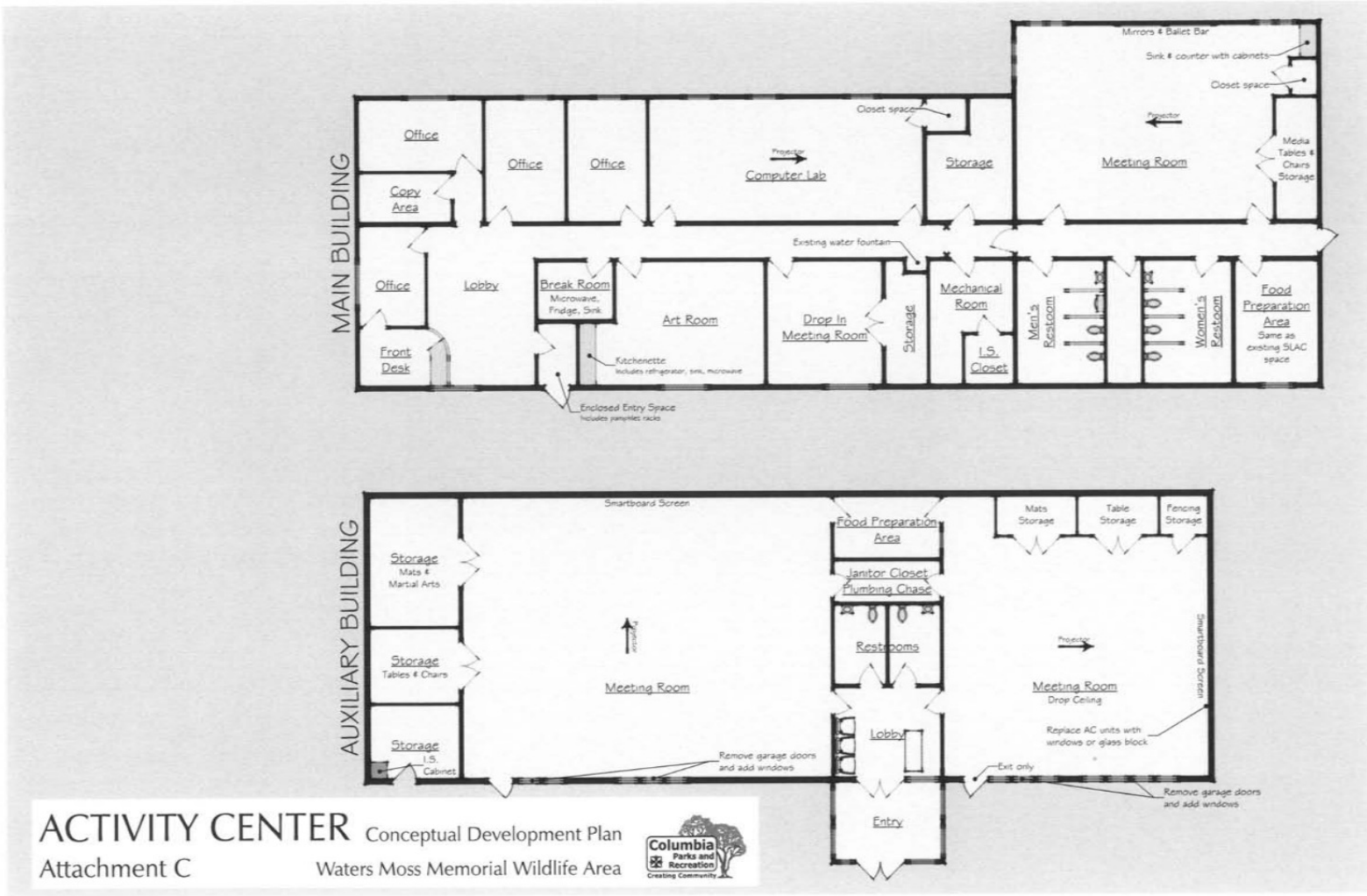
SUGGESTED COUNCIL ACTIONS:

Approve the resolution setting a public hearing for the proposed project. Following the public hearing, approve the ordinance authorizing the project to proceed.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		**Program Impact**		**Mandates**	
City's current net FY cost	$515,000.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	$165,000.00	Duplicates/Epands an existing program?	No	**Vision Implementation impact**	
Amount of budget amendment needed	$350,000.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		**Resources Required**		Vision Impact?	Yes
One Time	$515,000.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	12.1
Operating/ Ongoing	$2,000.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	12.2
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	40


LOCATION MAP
Bus. Loop 70
I-70
Stephens Lake Activity Center
Broadway
College Ave.
OLD HWY 63
HWY 63
Stadium Blvd
Providence Rd.
Waters Moss Memorial Wildlife Area
STADIUM BOULEVARD
Neighborhood Park
- Remove Sears House
- Add: Playground w/ swing set
Medium shelter (24' x 48')
Precast Concrete Restroom
Parking
Sidewalk connection
Buffer tree planting
New Park Entrance Sign
Garage & Office Building
- Convert to activity center space
- Remove trailer addition and construct additional activity center space.
- Add parking and crosswalk between buildings.
- Light entrance way and improve parking lighting
Jones House
- House converted for rental use
- Add additional parking (Future)
Waters House
- Park Ranger office
- Rental use
PROPERTY WILL REMAIN AVAILABLE FOR BOW HUNTING
WATERS MOSS PHASE 1
WATERS MOSS PHASE 2
Large building 60' x 100' (use to be determined) - Phase II
Expand and improve pond - Phase II
Potential natural surface trail loop (approximately 1 mile) with connection between buildings - Phase II
OLD HWY 63 SOUTH
EXISTING FOOTPATH TO BE MAINTAINED
WATERS MOSS Proposed Master Plan
Attachment A
0'
450'
900'
N
Columbia Parks and Recreation

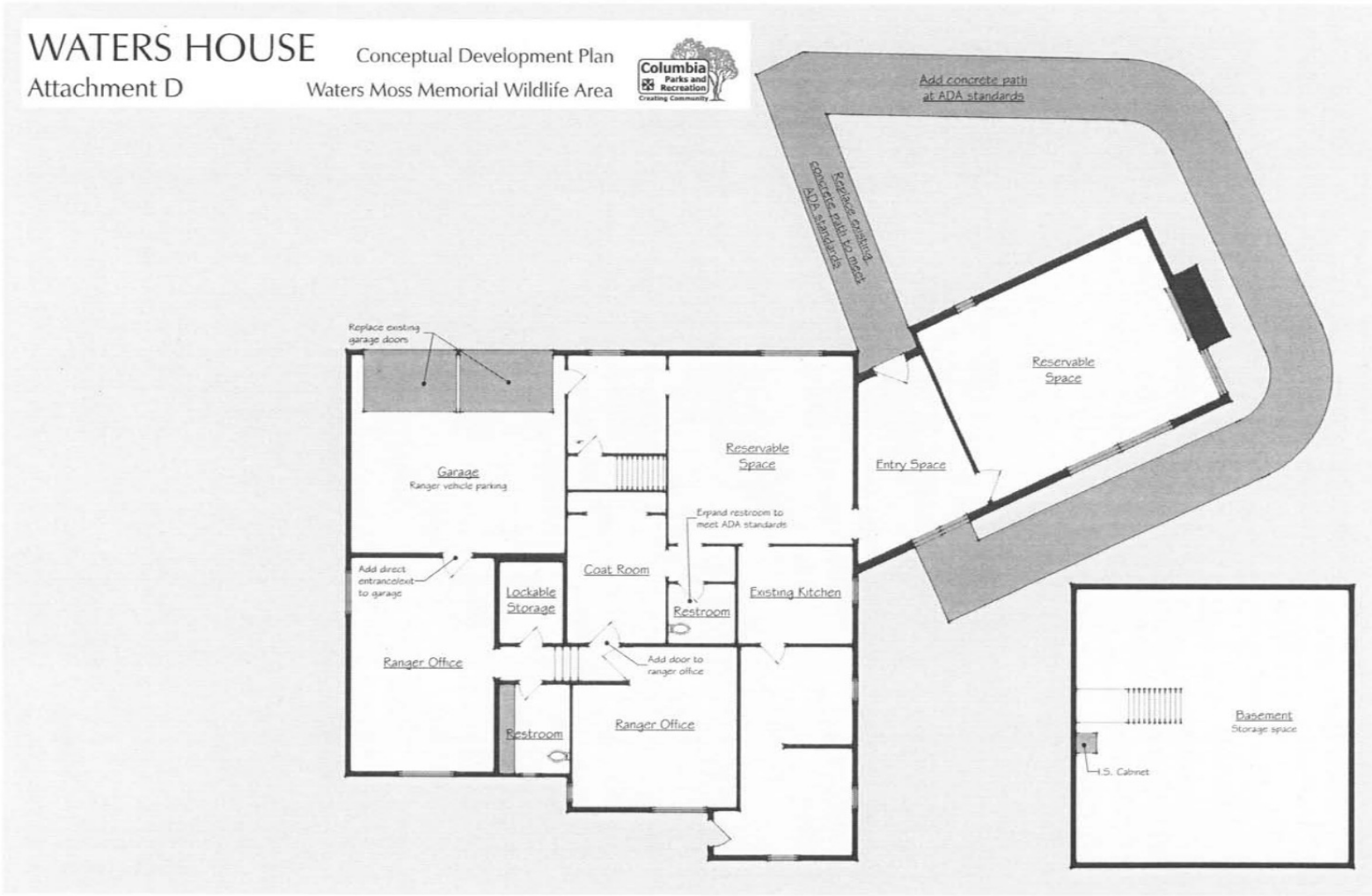

WATERS MOSS Phase I Funded Developments
Attachment B
0'
150'
300'
N
Columbia Parks and Recreation Creating Community
PRIVATE
PRIVATE
PRIVATE
EXISTING DRIVEWAY TO REMAIN
Neighborhood Park
- Remove Sears House
- Add: Playground w/ swing set
Medium shelter (24' x 48')
Precast Concrete Restroom
Parking
Sidewalk connection
Buffer tree planing
REMOVE GRAVEL DRIVE
Overhead Electric
Underground Electric
Water Line
Sewer Line
OLD HWY 63
Garage & Office Building
- Convert to activity center space
- Remove trailer addition and construct additional activity center space.
- Add parking and crosswalk between buildings.
- Light entranceway and improve parking lighting
Jones House
- House converted for rental use
- Add additional parking
PURCHASE PENDING
Natural Gas Line
To Waters House
WATERS MOSS PHASE 2
WATERS MOSS PHASE 1
CITY USE ZONE
WATERS HOUSE IMPROVEMENTS INCLUDED IN PHASE I
- Conversion of western offices to ranger office & storage
- Conversion of eastern offices and meeting space to rental
- Addition of accessible walkway and entrance
PROPERTY TO REMAIN AVAILABLE FOR BOW HUNTING



ACTIVITY CENTER Conceptual Development Plan

Attachment C Waters Moss Memorial Wildlife Area

Columbia Parks and Recreation Creating Community


WATERS HOUSE
Conceptual Development Plan
Attachment D
Waters Moss Memorial Wildlife Area
Columbia Parks and Recreation
Creating Community
Add concrete path at ADA standards
Replace existing concrete path to meet ADA standards
Reservable Space
Replace existing garage doors
Garage
Ranger vehicle parking
Reservable Space
Entry Space
Expand restroom to meet ADA standards
Add direct entrance/exit to garage
Lockable Storage
Coat Room
Restroom
Existing Kitchen
Ranger Office
Add door to ranger office
Restroom
Ranger Office
Basement
Storage space
H.S. Cabinet

ATTACHMENT E, 2013

020177 Permanent Record Filed in Clerk's Office

Introduced by Hindman

First Reading 1-5-09 Second Reading 1-20-09

Ordinance No. 020177 Council Bill No. B 16-09 A

AN ORDINANCE

authorizing the City Manager to execute a lease and memorandum of understanding with the Missouri Department of Conservation relating to the lease of property in the Gans Creek Recreation Area and the H.J. Waters and C.B. Moss Memorial Wildlife Area; and fixing the time when this ordinance shall become effective.

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

SECTION 1. The City Manager is hereby authorized to execute a lease and memorandum of understanding with the Missouri Department of Conservation relating to the lease of property in the Gans Creek Recreation Area and the H.J. Waters and C.B. Moss Memorial Wildlife Area. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 20th day of January, 2009.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

Attachment A

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 29th day of January, 2009, 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 18.5 acres (17.24 acres free of easements and rights–of-way), 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. 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. The Future Gans Road, a portion of Gans Road and a portion of Olds Gans Road are currently platted as a Minor Arterial Road, with a right-of-way of 100 feet and an additional 10 feet of utility easement. If, in time, the City finds it necessary to expand Gans Road equally in both directions from the centerline, it may at its own expense expand the right-of-way, utility easements and construction easements as indicated on the Display Model, attached as Exhibit D. Gans Creek Road is currently platted as a neighborhood Collector with a right-of-way of 60 feet, and an additional 10 feet of utility easement. If, in time, the City finds it necessary to expand Gans Creek Road equally in both directions from the centerline, it may at its own expense expand the right-of-way, utility easements and construction easements as indicated on the Display Model, attached as Exhibit D.

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 South 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 18.5 acre (17.24 acres free of easements and rights-of-way) 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.