

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 26<sup>th</sup> day of April 20 07

the following, among other proceedings, were had, viz:

**NATIONAL COUNTY GOVERNMENT WEEK**

**WHEREAS**, the National County Government Week (NCGW) is an annual celebration of County Government; and

**WHEREAS**, first held in 1990, county government's week goal is to raise public awareness and understanding about the roles and responsibilities of the nations counties; and

**WHEREAS**, the 2007 National County Government week is being celebrated April 23-27, 2007 with the theme "Protecting the Environment; and

**WHEREAS**, the nation's 3066 counties show residents the many ways they work to protect and enhance the health, welfare and safety of its citizens in sensible and cost-effective ways; and

**WHEREAS**, Boone County has spent the year developing stormwater ordinances, creating the Bonne Femme watershed plan protecting our county's most sensitive topography; and

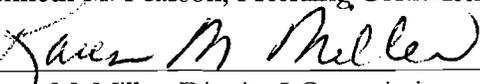
**NOW, THEREFORE**, BE IT RESOLVED THAT THE BOONE COUNTY COMMISSION DESIGNATES THE WEEK OF APRIL 23 THROUGH 27, 2007,  
 AS

**NATIONAL COUNTY GOVERNMENT WEEK**

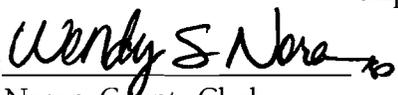
and call on all of it's citizens to recognize the elected officials and employees for the outstanding job they do while providing the many services our county provides each day, and where National County Government Week provides an exciting opportunity to publicly recognize our workforce.

Done this 26<sup>th</sup> day of April 2007.

  
 \_\_\_\_\_  
 Kenneth M. Pearson, Presiding Commissioner

  
 \_\_\_\_\_  
 Karen M. Miller, District I Commissioner

  
 \_\_\_\_\_  
 Skip Elkin, District II Commissioner

ATTEST:   
 Wendy S. Noren, County Clerk

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STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 26<sup>th</sup> day of April 20 07

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the return/disposal of asset tag # 14782 - 2005 International 7400 Tandem Axle Dump Truck VIN #1HTWHAZR5J126736 to Marcit due to fire damage.

Done this 26<sup>th</sup> day of April, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

179-2006

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 04/23/07

FIXED ASSET TAG NUMBER: 14782

DESCRIPTION: 2005 International 7400 Tandem Axle Dump Truck

REQUESTED MEANS OF DISPOSAL: OTHER

OTHER INFORMATION: VIN: 1HTWHAZR5J126736

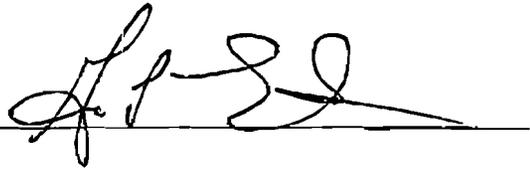
CONDITION OF ASSET: Vehicle is non-operational, burned beyond repair

REASON FOR DISPOSITION: Unit no longer functions.

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

DEPARTMENT: 2040

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE 12/21/2004  
ORIGINAL COST 100,075.00  
ORIGINAL FUNDING SOURCE 2741  
1605

Receipt into insurance proceeds:  
2048-3945

TRANSFER CONFIRMED

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN Reborn title to insurance - Joe Thurston / Macct

COMMISSION ORDER NUMBER \_\_\_\_\_

DATE APPROVED 26 April 2007

SIGNATURE 

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 26<sup>th</sup> day of April 20 07  
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the **Park Operation and Management Agreement** between the City of Columbia and the County of Boone for an 80 acre tract known as the Atkins Tract located north of the Boone County Fairgrounds. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 26<sup>th</sup> day of April, 2007.

ATTEST:

Wendy S. Noren  
 Wendy S. Noren  
 Clerk of the County Commission

Kenneth M. Pearson  
 Kenneth M. Pearson  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner

## PARK OPERATION AND MANAGEMENT AGREEMENT

This agreement is entered into this 20 day of April, 2007 between the City of Columbia, Missouri, a municipal corporation ("City") and the County of Boone, Missouri, a political subdivision of the State of Missouri ("County").

WHEREAS, City and County each own an undivided one-half tenancy in common interest in an 80-acre tract known as the Atkins Tract located north of the Boone County Fairgrounds and more particularly described as:

The east One-Half ( $\frac{1}{2}$ ) of the Southwest One-Quarter ( $\frac{1}{4}$ ) of Section 20, Township 49 North, Range 12 West of the Fifth Principal Meridian; and

WHEREAS, City and County may transfer to the Daniel Boone Regional Library ("the Library") a portion of the Atkins tract located north of the proposed Waco Road extension ("the Library Tract"); and

WHEREAS, City and County desire to develop and operate a park on the Atkins Tract for the benefit of the residents of Boone County; and

WHEREAS, County does not have a park department but City does have a park and recreation department capable of operating and managing a park on the Atkins Tract.

NOW, THEREFORE, City and County agree as follows:

### MASTER PLAN AND DEVELOPMENT OF PROPERTY

**SECTION 1. MASTER PLAN.** City shall develop the Property in accordance with a master plan approved by the County Commission and the City Council. (As used in this Agreement, "the Property" refers to that portion of the 80-acre Atkins Tract that is not proposed to be conveyed to the Library. If the Library declines to acquire the Library Tract or if it acquires the property and later re-conveys the tract to the City and County, "the Property" shall refer to the entire 80-acre Atkins Tract.) Future design and development of the Property's open area shall be conducted through a formal master planning process. All future development shall be in accordance with the master plan. Amendments to the master plan must be approved by the County Commission and the City Council.

**SECTION 2. PHASE I DEVELOPMENT AND FUNDING.** Phase I development includes, but is not limited to, site grading, utilities, two baseball/softball fields, parking areas, roads and related support amenities. County shall contribute to the Phase I development the funds currently allocated by County to the development of two baseball/softball fields on the Property. This funding shall consist of the Land and Water Conservation Fund Grant awarded jointly to City and County and additional funds set aside by County for the project. Total funding contributed by County shall be no less

than Two Hundred Thousand Dollars (\$200,000.00) payable upon completion of the Phase I site grading. City shall contract for Phase I development of the Property.

**SECTION 3. GRANT FUNDS.** Acting as the lead agency, County has received a Land and Water Conservation Fund Grant (Grant No. 29-01472) in the amount of Seventy-Six Thousand Five Dollars (\$76,005.00). County shall transfer these grant funds to City to assist with Phase I construction. Any future grant funds for development and programming of the Property must fulfill the development goals identified in the master plan for the Property. The use of grant funds shall comply with all guidelines set forth by grant awarding entities.

**SECTION 4. ACCESS.** County shall grant City public access to the south entrance to the Property by way of both the existing north/south service road of the Boone County Fairgrounds and the existing road easement which extends from the southwest corner of the Property westward along the north boundary of the Fairgrounds property to Oakland Gravel Road. City shall develop an access road to the Property using this road easement as part of the Phase I development. Vehicular access between the Property and the Boone County Fairgrounds by way of the existing north/south service road may be restricted or prohibited by County during the annual Boone County Fair and other major events occurring on the Fairgrounds property. County shall notify City of the dates of events requiring the closing of the north/south access six (6) months in advance so that park use can be appropriately scheduled. The east/west access road to the Property shall remain open at all times that the north/south access road is restricted in order to insure public access to the park. After completion of a north entrance to the Property following the construction of Waco Road, County may establish a pedestrian entrance to the Fairgrounds from the Property to accommodate users of the Fairgrounds who park in parking facilities developed on the Property.

## **MANAGEMENT OF PROPERTY**

**SECTION 5. DUTIES.** City shall operate and manage the park for the benefit of the residents of Boone County, including the athletic fields and other park and recreation amenities and support facilities on the Property. City shall be responsible for the development, daily operations, scheduling and maintenance of the Property. City shall maintain, operate and program recreational activities and events on the Property.

**SECTION 6. USE BY PUBLIC.** All athletic fields located on the Property shall be available for public use when City does not have any programmed athletic events or activities (as governed by park and recreation department field use priority guidelines) scheduled on the athletic fields. The Property's athletic facilities will be available for such use at rental rates established by City. All other park areas and amenities on the Property will be available to the public as deemed appropriate by City.

**SECTION 7. RULES AND REGULATIONS.** All City of Columbia rules and regulations governing conduct in City parks shall apply to the Property.

**SECTION 8. FEES.** City shall have the right to establish a schedule of rental and user fees to be charged to the general public for the use of the Property.

**SECTION 9. REVENUE.** All park user fees generated on the Property will be payable to the City and will be used for operations, programming and capital improvements on the Property. If a regional recreational district is formed in Boone County, any sales tax imposed by the district would be payable in accordance with state law and would not be payable to the City as revenue under this agreement.

**SECTION 10. INDEMNIFICATION.** City shall hold County harmless from all suits for damages in connection with City's management of the Property and from liability for injuries suffered by any person while on the Property due to the negligence or omission of City, its officers, agents and employees. Further, City agrees to repair or replace any improvements on the Property that are damaged to a condition equivalent to their condition immediately before such damage occurred.

**SECTION 11. NAMING RIGHTS.** City shall have the right to name the Property.

**SECTION 12. IDENTIFICATION AND RECOGNITION.** The parties agree that an identification sign will be erected near the entrance of the Property stating that the Property is operated by City and co-owned by City and County. City will provide proper recognition for County's contributions to the Property as appropriate on other signs located in and around the Property. County grants City the right to place signs on County property directing the general public to the park. Signs shall be located adjacent to the principal points of access as outlined in Section 4. Specific location of the signs shall be approved by County.

### **MISCELLANEOUS PROVISIONS**

**SECTION 13. ANNEXATION.** Within thirty (30) days of execution of this agreement, County and City shall file a petition with the city clerk requesting that the Property be annexed into the corporate limits of Columbia. The petition shall also request that the Property be zoned R-1.

**SECTION 14. ANNUAL MEETING.** At least once annually, representatives designated by County and City shall meet to discuss the development, operation and management of the Property.

**SECTION 15. NON-APPROPRIATION.** All obligations of County and City under this agreement, which require the expenditure of funds, are conditional upon the availability of funds appropriated for that purpose.

**SECTION 16. NOTICES.** Notice under this agreement shall be given in writing and may be hand delivered or sent by U.S. mail as follows:

If delivered to City:

City of Columbia  
City Manager  
P.O. Box 6015  
Columbia, MO 65205-6015

If delivered to County:

Boone County Commission  
801 E. Walnut, Room 245  
Columbia, MO 65201-7732

With copy to:

City of Columbia Parks and Recreation Dept.  
P.O. Box 6015  
Columbia, MO 65205-6015

**SECTION 17. ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this agreement to any other person without the prior written consent of the other party.

**SECTION 18. SOLE BENEFIT OF PARTIES.** This agreement is for the sole benefit of City and County. Nothing in this agreement is intended to confer any rights or remedies on any third party.

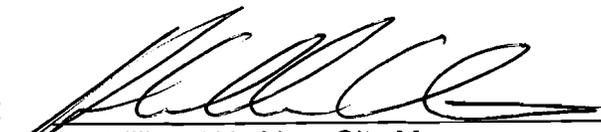
**SECTION 19. TERM.** This agreement shall be in effect from its execution until March 1, 2027. Thereafter, the agreement shall automatically be renewed for additional terms of five (5) years unless either party notifies the other, in writing, at least one (1) year before a renewal date, of its intention not to renew the agreement.

**SECTION 20. TERMINATION OF CO-OWNERSHIP.** Either party may initiate termination of the co-ownership by giving written notice to the other party of its desire to terminate co-ownership. After notice is given, the parties shall cooperate in taking all actions required to terminate co-ownership. Unless the parties agree otherwise, the termination of the co-ownership shall not occur less than one year from the time the notice is received and shall not occur less than one hundred eighty (180) days before the beginning of the next succeeding fiscal year of the party upon whom notice is served. After the notice described above has been given, the parties shall have the Property appraised. If the parties agree on an appraiser, they shall divide the cost of the appraisal equally. If the parties do not agree on an appraiser, each party shall retain and pay its own appraiser. The appraised value shall be the average of the two appraisals. If either party shall object to the appraised value being the average of the two appraisals, it may elect at its own expense to require the two appraisers to select a third appraiser who shall appraise the Property. Appraised value shall then be the average of the three appraisals. The party initiating the termination shall offer to buy the other party's interest in the Property, offer to sell its interest in the Property to the other party or make some other offer on dividing or disposing of the Property. If the Property is sold pursuant to this provision, the sales price shall be one-half the appraised value as determined by the procedures described above plus the depreciated value of the assets paid for by the seller as shown on the audited books for the seller, or fair market value of the capital improvements paid for by the seller based upon the average of the appraisals, whichever is greater. If the parties are unable to reach an agreement on the

sale or division or other disposition of the Property, they shall offer the Property for sale on the open market. If the parties are unable to agree on the manner of offering the Property for sale on the open market, either party may initiate a partition action in the Circuit Court of Boone County, Missouri. In any action to partition the Property, each party shall be granted an allowance or credited for funds it expended for capital improvements made to the Property. However, there shall be no allowance or credit for funds expended that were generated from activities on the Property or any sales taxes generated from revenues derived from the Property. Any lease of any portion of the Property entered into after the execution of this agreement shall terminate upon termination of the co-ownership. Any lease of the Property entered into after the execution of this agreement shall provide that the lease shall be terminated upon termination of the co-ownership.

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

CITY OF COLUMBIA, MISSOURI

By:   
H. William Watkins, City Manager

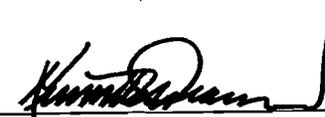
ATTEST:

  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

  
Fred Boeckmann, City Counselor

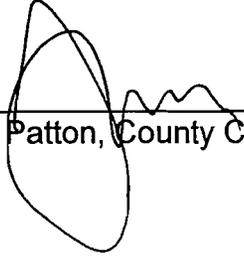
BOONE COUNTY, MISSOURI

By:   
Kenneth M. Pearson,  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Wendy Noren, County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John Patton, County Counselor

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 26<sup>th</sup> day of April 20 07

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the petition requesting Annexation to the City of Columbia to annex the land described below into the corporate limits of Columbia and, in support of this petition, state the following:

1. The City of Columbia and the County of Boone are the owners of all fee interests of record in the real estate in Boone County, Missouri, described as follows:

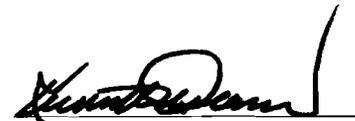
The east One-Half (½) of the Southwest One-Quarter (¼) of Section 20, Township 49 North, Range 12 West of the Fifth Principal Meridian.

2. This real estate is not now a part of any incorporated municipality.
3. This real estate is contiguous and compact to the existing corporate limits of the City of Columbia, Missouri.
4. H. William Watkins and Kenneth M. Pearson request that this real estate be annexed to, and be included within the corporate limits of the City of Columbia, Missouri, pursuant to Section 71.012, RSMo 1994.
5. Petitioners request that the property be zoned R-1 at the time of annexation.

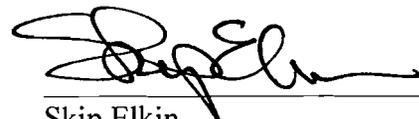
Done this 26<sup>th</sup> day of April, 2007.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner