

2072010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 20th day of April 20 10

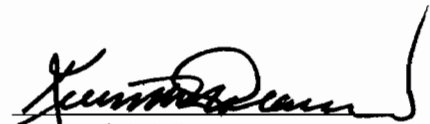
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Memorandum of Understanding between Boone County, Missouri and Columbia Youth Basketball Association. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

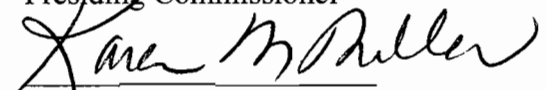
Done this 20th day of April, 2010.

ATTEST:

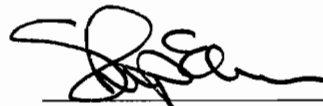
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

MEMORANDUM OF UNDERSTANDING
(Revised March 18, 2010)

This Memorandum of Understanding is entered into on this 20 day of April, 2010, between Boone County, Missouri, by and through its County Commission (County), and Columbia Youth Basketball Association (CYBA), a Missouri not-for-profit corporation.

RECITALS

- A. Columbia Youth Basketball Association is a Missouri not-for-profit corporation organized to promote youth sports activities through the operation of its youth basketball program for the youth of the community.
- B. County owns land commonly known as the "Boone County Fairgrounds" which contains sufficient unused acreage to use as contemplated herein (the "site").
- C. CYBA proposes to raise funds privately in order to fund the construction of a multi-court, indoor multi-use recreation building (the "Facility") to serve the youth basketball and other recreational needs of the County and CYBA. CYBA proposed to design and build said facility, and then donate the same to the County with County then leasing the facility to CYBA under a long-term lease.
- D. County proposes to lease said facility after construction to CYBA or another mutual-acceptable entity to operate and maintain the facility as contemplated herein, under a long-term lease arrangement.

UNDERSTANDING

NOW, THEREFORE, the parties agree to the following:

1. *Purpose.* The purpose of this Memorandum of Understanding is set forth the general expectations of County and CYBA in order to enter into good faith negotiations with respect to the development and subsequent operation of the Facility on such terms and conditions as may be acceptable to County and CYBA.
2. *CYBA Fundraising.* CYBA will raise funds toward the construction of the Facility. County will assist CYBA where possible with said efforts. The goal for fundraising is \$1.5 million and will cover the cost of the facility, essential furniture, finishing and equipment (defined as items associated with the courts such as scoreboards, bleachers, basketball goals, etc.) and the connection of utilities. CYBA will retain all funds raised. CYBA retains the right to determine if all pledges, funds, services and non-cash donations collected are sufficient to move forward with the actual design and construction of the anticipated facility. When 50% of the fundraising goal is met, CYBA will be permitted to begin

construction of the Facility, with approval by the County. If the determination is made that the fundraising effort has not been sufficient to do so, CYBA will return all funds, services and non-cash donations to the donor and this agreement shall thereafter terminate. CYBA will promptly communicate its determination to the County if it makes a determination of insufficiency as provided for herein.

3. *Tax Credits.* County will assist as the County Commission deems¹ appropriate with the efforts of CYBA in pursuing any available tax credits or other tax incentives.

4. *Sales Taxes.* CYBA will cooperate with the County and, as appropriate, the Missouri Department of Revenue to make arrangements for the collection of sales taxes at the facility prior to the commencement of operations at the facility.

5. *CYBA Fundraising Time Period.* CYBA will have two (2) years from the signing of this memorandum by the County to raise the necessary funds and develop the facility. If CYBA does not reach its goal by the end of two year period, County and CYBA may enter into discussions to:

- a. Evaluate the amount of money pledged and raised and decide whether a scaled-down Facility is appropriate; or
- b. Extend the amount of time CYBA has to reach its goal; or
- c. End the Memorandum of Understanding between County and CYBA.

6. *Long-Term Lease.* It is anticipated that the parties will enter into a long-term lease containing an initial term of twenty-five (25) years, which may be extended by mutual agreement of the parties. Said lease will be provided by the County to CYBA and will provide the operational details of the arrangement between the parties as it pertains to operations of the facility, including scheduling of events, the County's operating agent, "going-dark" provisions and other lease terms. It is anticipated the parties will enter into a lease that provides that the right to possession will occur in advance of the commencement of rental payments so as to allow for the construction of the facility designed and built by CYBA. The parties anticipate that CYBA will design and construct the facility that will later be donated to the County and subject to the County's long-term lease as contemplated herein, but that CYBA will design and build the facility in its capacity as the County's tenant and County will not direct or supervise the design or construction of said facility. County will serve as the landlord under the lease and will have the rights and obligations provided for under that lease contract.

7. *CYBA Naming Opportunities.* CYBA will name the facility subject to final name approval by the Boone County Commission. CYBA may name specific areas of the Facility after principal donors, subject to the approval of the Boone County Commission.

8. *Facility Design Consideration and Requirements.* The Facility will be designed to accommodate up to four (4) basketball courts (50' x 80') that are multi-purpose and could accommodate other uses. The facility will also include space for offices and storage, as well as concession areas and restrooms. The facility's design will be coordinated by, and construction supervised by, CYBA. The Facility will be fully ADA accessible and will comply with applicable laws and regulations. CYBA will be responsible for obtaining all required permits and to comply with all federal, state and local laws that pertain to the construction of such a facility.

9. *Operation of Facility.* The Facility will be owned by the County Commission and will be operated under a lease arrangement with either CYBA or other mutually acceptable entity. Details of the operations, including things such as hours of operation, scheduling, maintenance and upkeep of the facility, will be addressed in the contemplated lease arrangement.

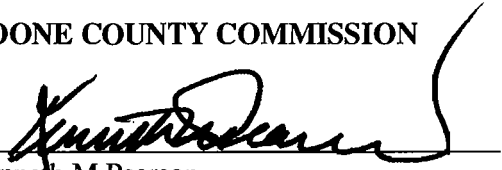
10. *Reserving Use of the Facility.* CYBA will develop an annual calendar and mechanism to reserve the facility by either County or other lessee/agent of the County for purposes of scheduling events at the facility when it is not scheduled to be used by CYBA. The details of this reservation mechanism will be set out in any lease agreement.

11. *Advertising Opportunities.* County and CYBA will develop an advertising policy and a revenue splitting program for the facility. The revenue splitting program will contemplate splitting revenues between the parties after the revenues exceed the agreed-upon expenses incurred by CYBA that relate to operating the facility. County will retain the right of refusal for advertisers under the contemplated lease agreement.

12. *Non-Binding Memorandum of Understanding.* This Memorandum of Understanding evidences the intention and desire of County and CYBA to commit their time and financial resources to negotiate in good faith towards the development of the youth basketball venue to be located on the Site as generally described herein. This Memorandum of Understanding is not a binding agreement upon County or CYBA. The legal agreements reflecting the Project shall be set forth in definitive agreements subsequently negotiated, authorized and entered into by County and CYBA. Either County or CYBA 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 set their hands and seals as of the day and year indicated below.

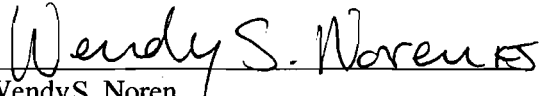
BOONE COUNTY COMMISSION



Kenneth M Pearson
Presiding Commissioner

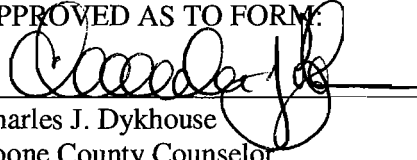
DATED: 4-20-2010

ATTEST:



Wendy S. Noren
Boone County Clerk

APPROVED AS TO FORM:



Charles J. Dykhouse
Boone County Counselor

**COLUMBIA YOUTH BASKETBALL
ASSOCIATION**



~~Wendell Coonce~~ President

Allen Jensen
Dated: 7/26/10

ATTEST:

