

## AGREEMENT

THIS AGREEMENT by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Columbia School District No. 93, a Missouri public school district, whose address is 1818 West Worley Street, Columbia, Missouri 65203 (hereinafter "District") is entered into on the date of the last signatory noted below (the "Effective Date").

WHEREAS, District is improving the playground facilities at two elementary schools; specifically, Locust Street Elementary School, 1208 Locust Street, Columbia, MO 65201 and Rock Bridge Elementary School, 5151 South Mo 163, Columbia, MO 65203; and

WHEREAS, City, in accordance with Policy Resolution 20-98, is willing to participate in funding of the construction of new playground equipment at both schools; and

WHEREAS, District is willing to make these playground improvements available to the public when the playgrounds are not being used for school activities.

NOW, THEREFORE, City and District agree as follows.

1. City will reimburse District in an amount up to Thirty Thousand Dollars (\$30,000.00) for improvements to the playground at Locust Street Elementary School and in an amount up to Twenty Thousand Dollars (\$20,000.00) for improvements to Rock Bridge Elementary School. Specific improvements include construction of new playground structures at each elementary school as indicated on Attachment A, which is incorporated herein by reference. Reimbursement will be made upon receipt of documentation of actual expenditures made by the District with respect to the facility development.
2. As a condition of receiving the payment for these improvements, District agrees to:
  - a. Keep its playgrounds at Rock Bridge Elementary School and Locust Street Elementary School open to the public at all reasonable times when not in use for school activities.
  - b. Submit improvement plans and specifications to City's Parks and Recreation Department for approval.
  - c. Construct the improvements according to the plan submitted and maintain the improvements for the life of the improvements in accordance with good management practices.

- d. Hold the City harmless for any and all claims or damages for personal injury or property damage arising out of the use of the playground, whether by students or by members of the public.
  - e. Complete the projects by April 1, 2023. If due to extenuating or unusual circumstances the District is unable to complete the projects by April 1, 2023, the District may request an extension. Requests should be made in writing to the Parks and Recreation Department not less than 30 days prior to the project deadline and should include an explanation of the extenuating circumstances, a report of the progress to date, and the estimated time needed to complete the project(s). Failure to complete the projects on time or obtain approval for a time extension will result in the forfeiture of City funding.
  - f. Install and maintain a permanent sign on site that indicates: "Partial funding provided by the Park Sales Tax." If requested, the City's Parks & Recreation Department can provide a sign or the appropriate wording could be worked into an existing sign.
3. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
4. District shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act. The playgrounds when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this agreement are conditional upon District certifying to the City in writing that it and the completed playgrounds comply with the Americans with Disabilities Act and 28 CFR Part 35.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, City and District have been duly authorized to execute this agreement as of the date of the last signatory noted below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
John Glascock, City Manager


Date: \_\_\_\_\_

ATTEST:



\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor/rw 

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 44008850 604990 00249, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

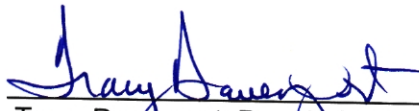
\_\_\_\_\_  
Matthew Lue, Finance Director

**COLUMBIA SCHOOL DISTRICT NO. 93**

By: \_\_\_\_\_  
Helen Wade, Board of Education President

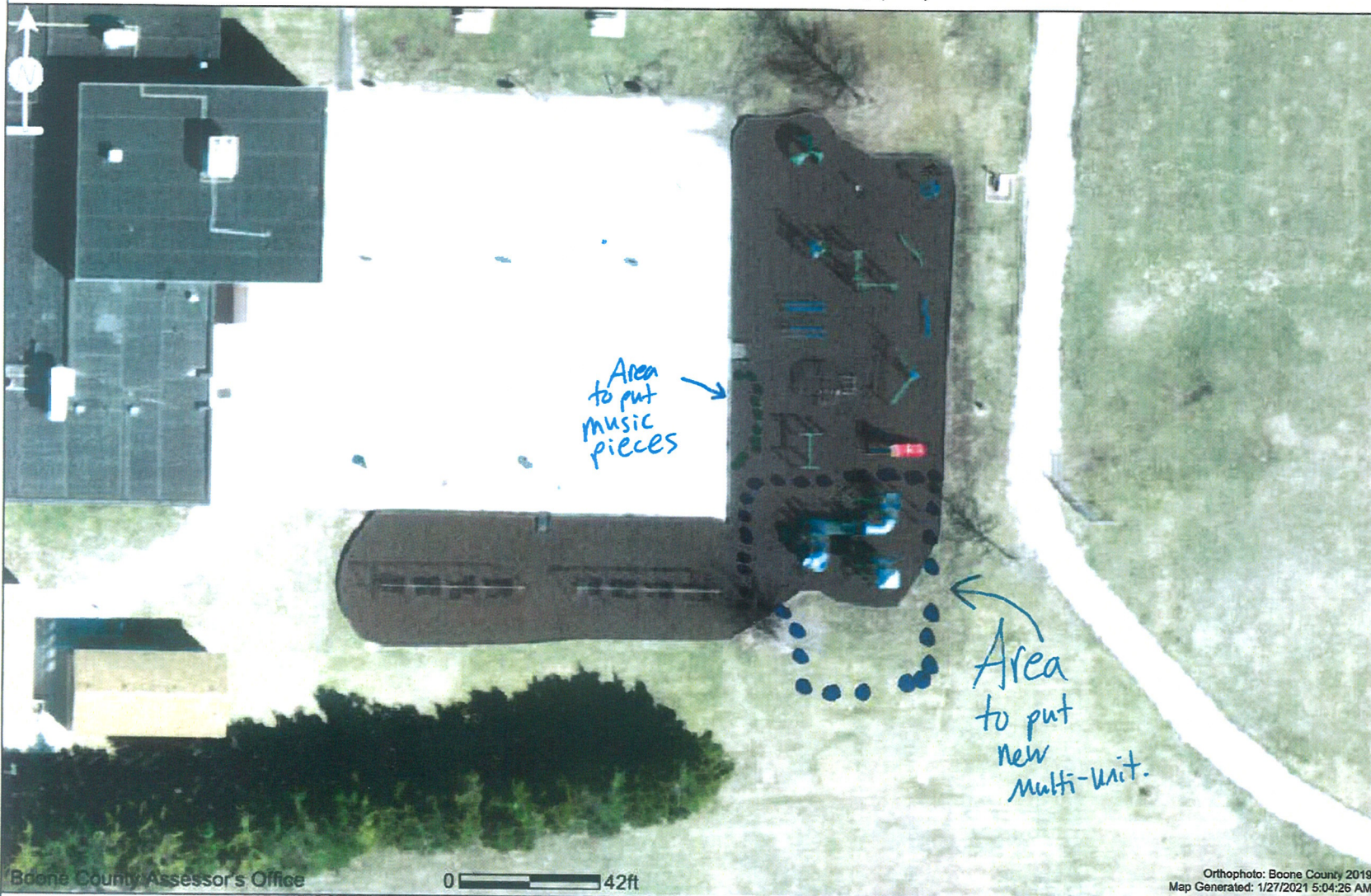
Date: 03-18-21

ATTEST:

  
\_\_\_\_\_  
Tracy Davenport, Board of Education  
Secretary

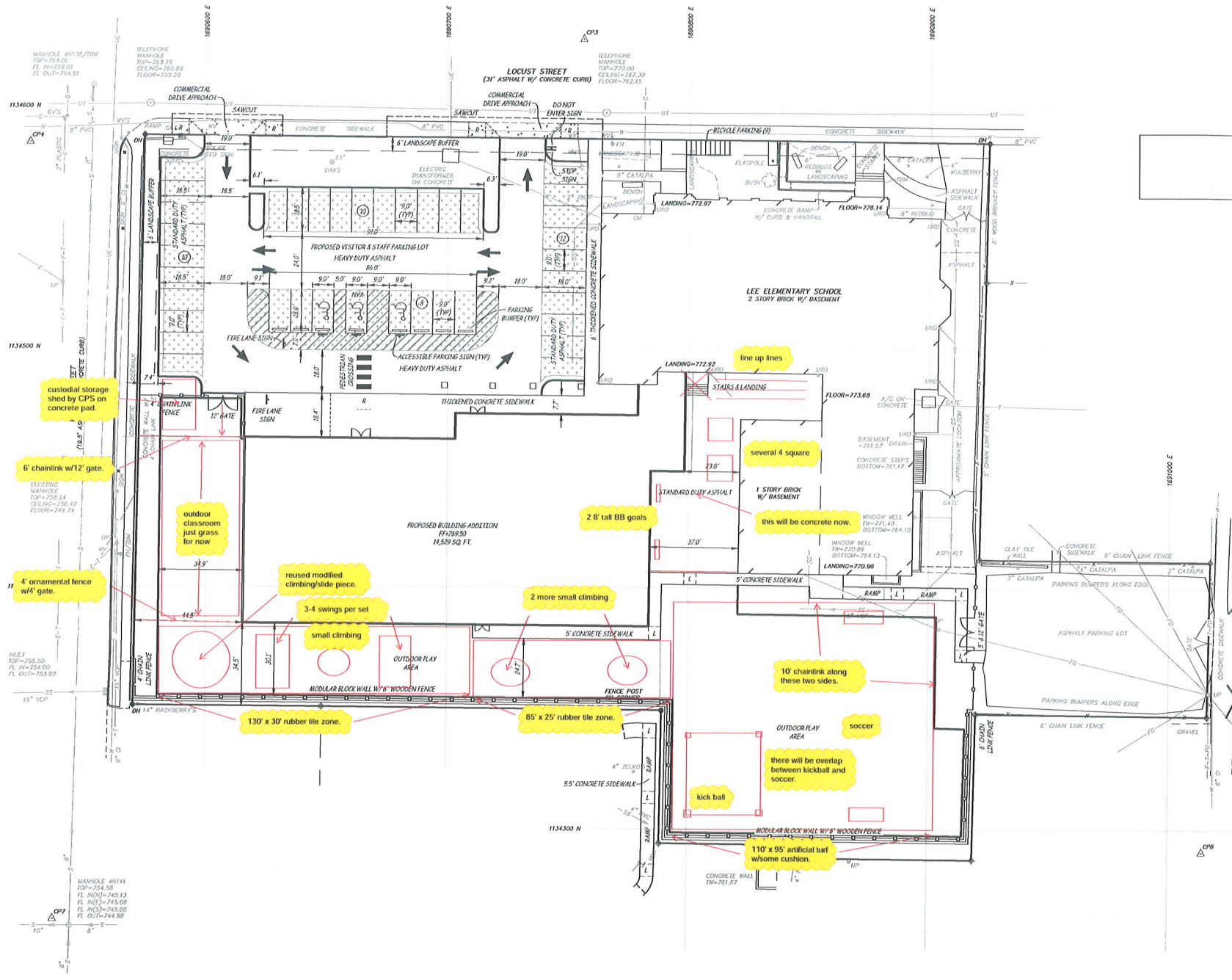
# Boone County Internet Parcel Map

Prepared by the Boone County Assessor's Office, (573) 886-4262



**ATTENTION!!**

DISCLAIMER; READ CAREFULLY: These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.



Attachment A - Locust Street Elementary

Locust Street Elementary

