

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 146-13

AN ORDINANCE

authorizing an agreement with the Columbia Public School District to provide funding towards gymnasium enhancements at two planned new elementary schools; appropriating funds; 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 an agreement with the Columbia Public School District to provide funding towards gymnasium enhancements at two planned new elementary schools. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The sum of \$300,000.00 is hereby appropriated from the Park Sales Tax Revenue Account No. 220-0000-411.10-00 to the City-School Gym Expansion Project Account No. 440-8800-548.49-90, C00545.

SECTION 3. 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 Park Sales Tax Revenue Account No. 220-0000-411.10-00 to cover the above appropriation.

Director of Finance

AGREEMENT

THIS AGREEMENT entered into on this _____ day of _____, 2013 between the City of Columbia, Missouri (hereinafter "City") and the Columbia Public School District (hereinafter "District").

WITNESSETH:

WHEREAS, District is currently planning the development of two new elementary schools to meet the needs of the citizens of Columbia; and

WHEREAS, plans for development of each school will include the construction of a gymnasium; and

WHEREAS, District and City have long engaged in a cooperative partnership whereby many of District's gymnasiums have been used by City's Parks and Recreation Department to offer organized youth sports recreational programs during non-school hours (hereinafter the "City Programs"); and

WHEREAS, both District and City would benefit if the District gymnasiums at the two new elementary schools are increased in size, constructed of more durable and versatile materials, and include retractable spectator seating which would accommodate the City Programs (hereinafter the "Improvements"); and

WHEREAS, City is willing to contribute funds towards the Improvements in consideration of the right to utilize the gymnasiums at the two new elementary schools for the City Programs; and

WHEREAS, the parties hereto agree that it is to their mutual benefit and interest to set forth the terms and conditions of this agreement in writing;

NOW THEREFORE, in consideration of the above premise and the individual and mutual promises of the parties hereinafter set forth, it is hereby agreed by and between the parties hereto as follows:

1. Purpose and Scope.

The purpose of this agreement shall be to clearly identify the roles and responsibilities of each of the parties as they relate to the construction of the Improvements and future use of the gymnasium areas of the two new elementary schools currently scheduled for opening in 2015 and 2016, respectively, by City for City Programs.

2. Responsibilities of City.

a. City shall contribute to District funding in the amount of \$150,000.00 per gymnasium for constructing the Improvements to accommodate the City Programs.

- b. Funding for each of the gymnasium projects shall be subject to approval by the City Council in City's Fiscal Year 2014 and 2015 budgets. The City's obligations under this Agreement shall constitute currently budgeted expenditures of the City, shall be appropriated from year to year only, and shall not constitute a mandatory charge or requirement in any fiscal year beyond the then current fiscal year, nor obligate the City to budget or appropriate monies beyond the current fiscal year. Failure of the City to budget and appropriate monies to pay for the City's obligations under this Agreement as provided herein shall subject this Agreement to amendment or cancelation by the parties.
- c. Payment of City's contribution for the Improvements to the new school scheduled for opening in 2015 shall be made to District during City's 2014 fiscal year upon receipt of an invoice from District, and following verification by City the construction of the gymnasium portion of the new school has reached a point of completion whereby confirmation the facility has incorporated the Improvements for the City Programs has been confirmed.
- d. Payment of City's contribution for the Improvements to the new school scheduled for opening in 2016 shall be made to District during City's 2015 fiscal year upon receipt of an invoice from District, and following verification by City the construction of the gymnasium portion of the new school has reached a point of completion whereby confirmation the facility has incorporated the Improvements for the City Programs has been confirmed.

2. Responsibilities of District.

- a. District shall plan and construct the Improvements at each of the new gymnasiums so the dimensions of the basketball court shall be 45 feet by 70 feet (or larger). Each gymnasium shall include retractable spectator seating. Flooring for each gym shall be a rubber composite suitable for athletic events or a mutually agreed upon similar product.
- b. District shall make the gymnasium area of each of the two new elementary schools available to City for City Programs upon officially submitted requests by City. Such requests shall be submitted in writing as far in advance as possible and, at a minimum, shall be submitted two (2) weeks prior to a planned event. In the event a school activity is already scheduled for the time and date requested by City, such school activity shall have priority. However, once City's use of the gymnasium area has been scheduled, such use shall not be pre-empted for District use except in the case of emergency or unavoidable extenuating circumstances. A

request by the City for utilization of the gymnasium for City Programs shall have priority over requests by other community groups and organizations.

- c. District shall waive any building use fees for City Programs scheduled by City; however, City shall pay District's normal custodial fees for use of the gymnasium areas.

3. Liability and Insurance.

City and District shall each maintain such policies of insurance or self-insurance to provide for the protection of each party's interests under applicable Missouri law. City and the District shall each be responsible for the cost of their respective policies of insurance (including any deductible amounts and payments for self-insurance). Nothing contained herein shall be deemed a waiver of either party's immunity or defenses provided under state law.

4. Term of the Agreement.

- a. This Agreement shall be effective immediately after the last party executes same, and said date shall be entered in the recital above.
- b. This Agreement relating to the construction of the Improvements and use of gymnasiums for City Programs in the two new elementary schools shall be for a period of twenty (20) years from and after the effective date of this Agreement. At the end of twenty (20) years, the provisions of this Agreement shall remain in effect until terminated in writing by either party, said notice being provided not less than 120 days in advance of the date of termination.

5. Modification and Termination.

- a. Any and all amendments or modifications to this Agreement shall be made in writing and must be agreed to and executed by the parties before becoming effective.
- b. If funding for the Improvements at either is reduced or deleted by City, District and City shall have the option to either cancel this Agreement with no liability occurring to City, or offer an Agreement amendment to District to reflect the reduced funding of City.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOFF, City and District have entered into this agreement on the day and year first written above:

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

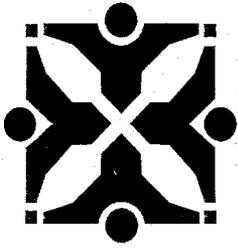
CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

John Blattel, Director of Finance

COLUMBIA PUBLIC SCHOOL DISTRICT

By: _____
Dr. Chris Belcher, Superintendent

ATTEST:



Source: Parks and Recreation *MS*

Agenda Item No:

To: City Council
From: City Manager and Staff *MM*

Council Meeting Date: May 20, 2013

Re: Partnership with Columbia Public School District on Elementary School Gyms

EXECUTIVE SUMMARY:

The Parks and Recreation Department is requesting a Council ordinance authorizing the City Manager to enter into a partnership agreement with the Columbia Public School District (District) where the City will contribute \$150,000 each towards gym expansion at the next two planned new elementary schools. In exchange for the City's contribution, the gyms will be larger, contain bleachers for spectator seating and consist of a flooring material that is suitable for various athletic games and practices for P&R leagues. Total cost of this agreement is \$300,000 with funding coming from the 2010 Park Sales Tax. Council will also need to appropriate the funds as part of the agreement, however payment to the District will be made upon substantial completion of the first gym in 2014 and the second in 2015. The District is currently working on bid documents for the school and require the agreement in order to insure that the funds are available.

DISCUSSION:

At the February 4, 2013 Council meeting, staff presented a report to Council regarding a partnership with the Columbia Public School District (District) that would increase the size of gyms in the next two planned elementary schools. Council unanimously directed staff to proceed with an agreement and return for official authorization.

The District is currently preparing building specifications for the construction of two new elementary schools, one near Battle High School and one at a site to be determined. Staff from Parks & Recreation Department have met with representatives from the District regarding the size and related amenities of the two gyms that are being planned for the new elementary schools. Typical elementary gyms are smaller than regulation size with economical flooring such as carpet or vinyl composition tile. Usually the gyms are too small for P&R youth leagues and the flooring is not suitable for organized games. In exchange for larger gyms with suitable flooring for athletic events, the Parks and Recreation Department is proposing to contribute \$300,000 towards the construction of gyms at the two new schools. Both would feature a 45 x 70 ft. court, retractable bleachers for spectator seating and rubber composite flooring suitable for athletic events. Parks and Recreation would have priority scheduling for youth sports games and practices during non-school hours.

It is anticipated that the elementary school near Battle High School will open in time for the 2015-2016 academic year. Payment of the City's contribution would be made in 2014 once the gym construction is substantially completed. The second elementary school is scheduled to open in time for the 2016-2017 academic year with an anticipated gym payment sometime in mid-late 2015.

The District is currently working on final specifications and bid documents for the two schools so the agreement insures that the City will provide the required funding for the larger gyms. To enter into an agreement, the funds have to be appropriated even though payment to the district will not be made until late 2014 and again in 2015.

FISCAL IMPACT:

Total funds required for this partnership is \$300,000 and is funded by 2010 Park Sales Tax. There is no ongoing maintenance as the District is responsible for the maintenance of the buildings. Parks and Recreation will pay an hourly rate for school staff members to monitor the gym during P&R use. This is the same agreement that the City has with the District for all of the other school gyms.

VISION IMPACT:

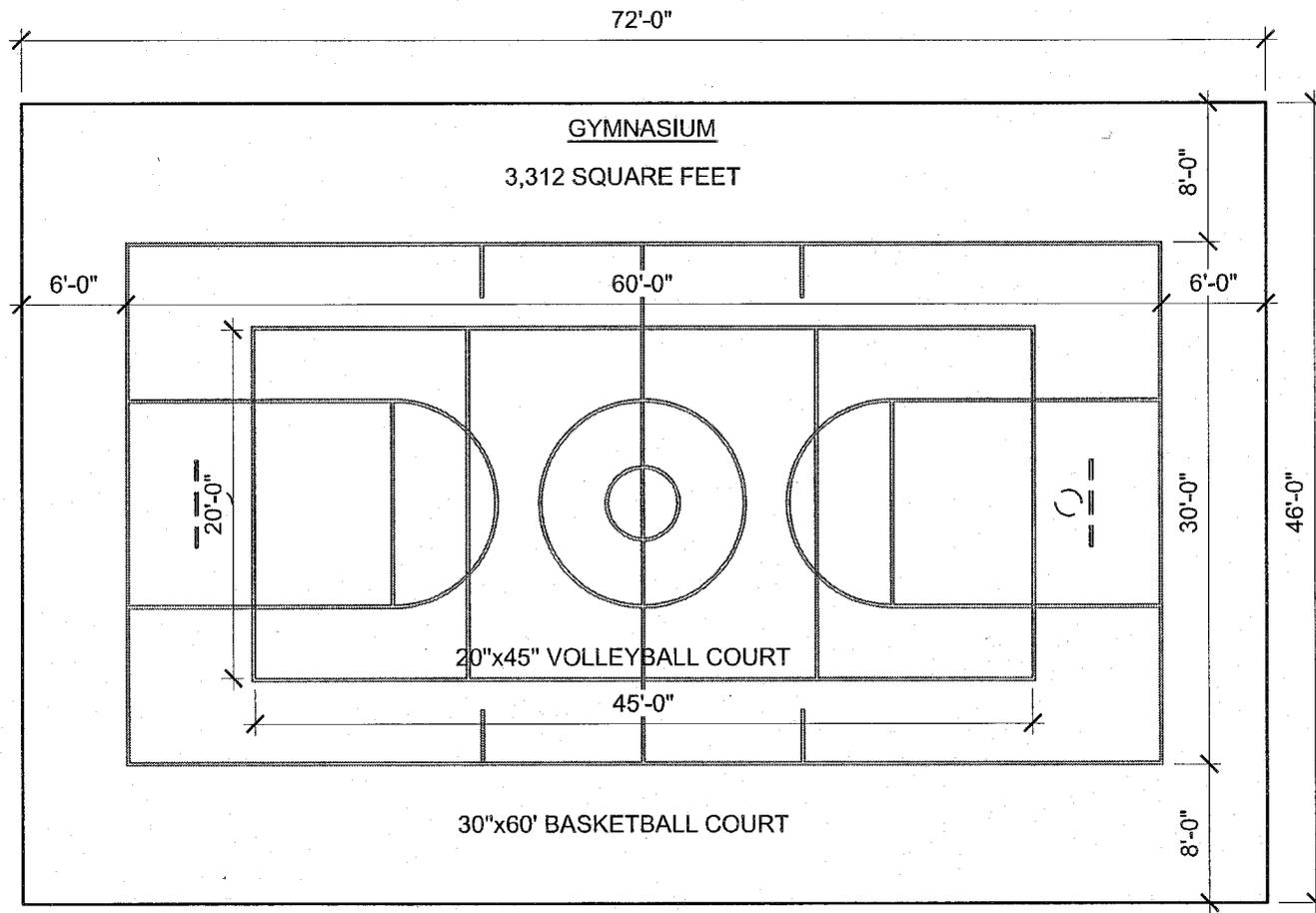
<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

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.

SUGGESTED COUNCIL ACTIONS:

If the Council concurs that the proposed partnership with the School District for enhanced gyms at the two new elementary schools be pursued, Council should approve the motion authorizing the City Manager to enter into the attached agreement with the Columbia Public School District and appropriate the funds.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$300,000.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$300,000.00	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	\$300,000.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	12.2
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	



PWArchitects, Inc.

15 South Tenth Street
Columbia, Missouri 65201
WEB SITE: www.PWArchitects.com

Phone: (573) 449-2683
Fax: (573) 442-6213
pwa@pwarchitects.com

DRAWING NO.

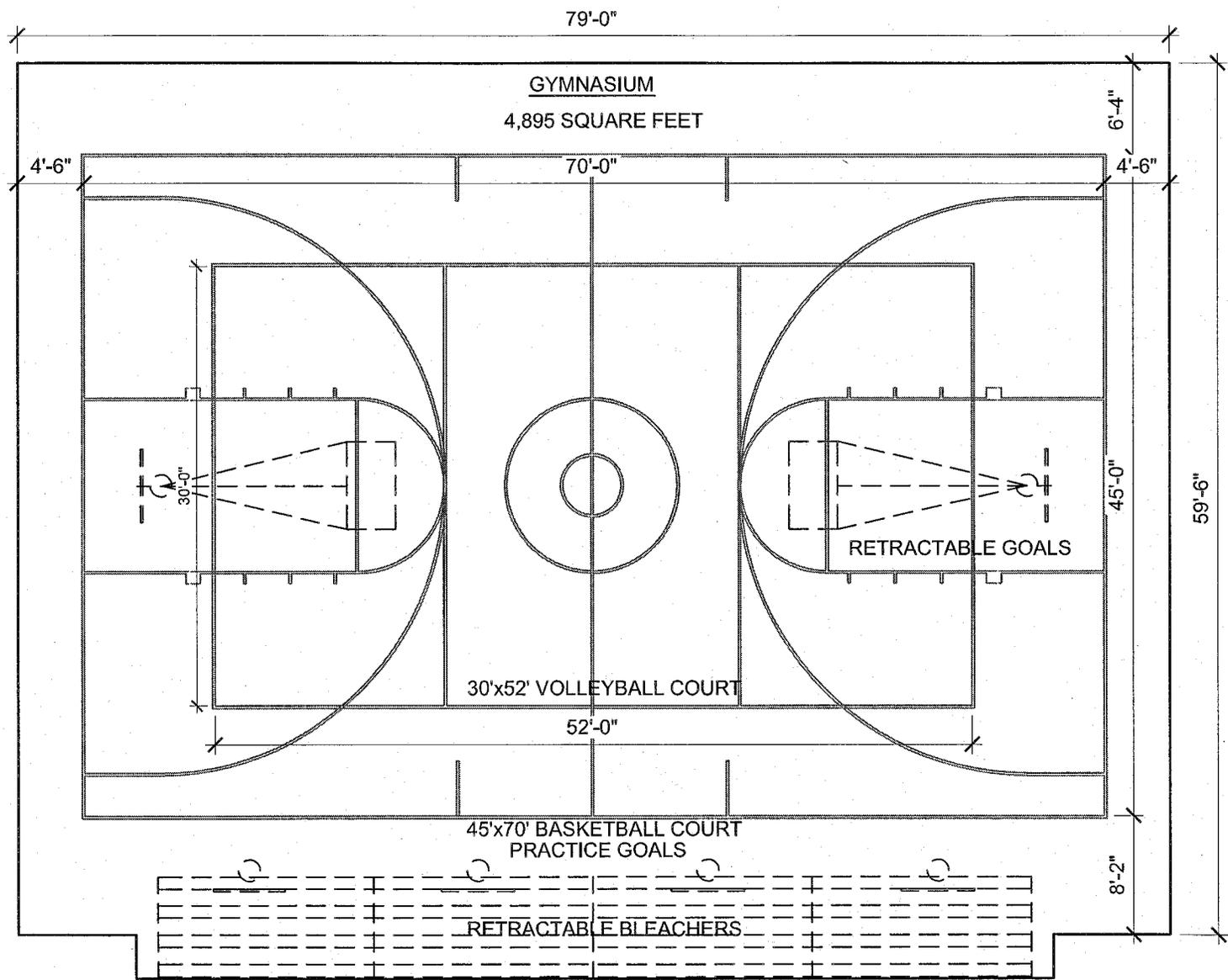
A1

PROJECT: COLUMBIA PUBLIC SCHOOLS - ELEMENTARY MINIMUM GYMNASIUM

DRAWN: LC

CHKD: CD

DATE: 05/06/2013



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 Columbia, Missouri 65201
 WEB SITE: www.PWArchitects.com

Phone: (573) 449-2683
 Fax: (573) 442-6213
pwa@pwarchitects.com

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