

CITY OF WILLOW SPRINGS

BILL NO. 04-23

ORDINANCE NO. 1604

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE OZARKS FAMILY YMCA FOR THE YEAR 2024

WHEREAS, the Ozarks Family YMCA has requested an award of funds from the City of Willow Springs for a public purpose as defined in Ordinance No. 1599;


WHEREAS, the Board of Aldermen of the City of Willow Springs have determined that an award of such funds would serve a public purpose as defined in Ordinance No. 1599

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF WILLOW SPRINGS, MISSOURI, AS FOLLOWS:

Section 1. The City of Willow Springs Board of Aldermen hereby authorize the Mayor to execute an Agreement with the Ozarks Family YMCA for a period of one (1) year beginning on January 1, 2024 and terminating December 31, 2024. A copy of the Agreement is attached to this Ordinance and made a part hereof.

PASSED AND ADOPTED THIS 18th DAY OF DECEMBER 2023.

CITY OF WILLOW SPRINGS

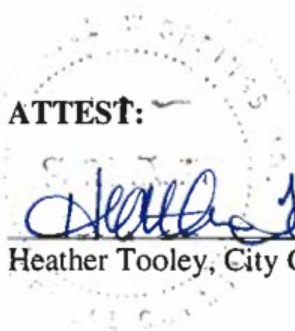


Brooke Fair, Mayor

ATTEST:



Heather Tooley, City Clerk



CONTRACTUAL AGREEMENT

This Agreement made this 18th day of December, 2023, between the City of Willow Springs, Missouri, herein called "CITY" and Ozarks Family YMCA, herein called "YMCA".

WITNESSETH:

WHEREAS, The City of Willow Springs has need for providing services for their citizens dealing with the betterment of wellness, fitness and overall recreational activities.

SECTION I.

THEREFORE, in consideration of the following responsibilities and obligations, City and YMCA mutually agree as follows:

1. This Agreement shall be for a term of one (1) year beginning on January 1, 2024 and terminating at 12:01 A.M. on December 31, 2024.
2. It is mutually understood and agreed that City will pay to YMCA the sum of \$15,000.00 payable in twelve (12) equal monthly installments of \$1,250.00 during the term of this agreement. In addition to this amount, the City will also pay \$1,200.00 in two (2) equal installments of \$600.00 in January and \$600.00 in August to specifically go towards the Spring and Fall Soccer program. In consideration for this support, YMCA agrees to perform the following functions and tasks for City, in the fiscal year of 2024.

SECTION II.

IN CONSIDERATION FOR THIS SUPPORT: The Ozarks Family YMCA agrees, covenants and contracts to provide the following services, functions and tasks for the citizens & City of Willow Springs:

- a. Youth Fall Soccer
- b. Youth Spring Soccer
- c. Youth Basketball... 1st - 6th grades
- d. Y-Winners Basketball... ages 4-kindergarten
- e. Instructional Football
- f. Spring T-Ball & Coach Pitch
- g. Spring & Summer Baseball & Softball
- h. Adult Open Gym Basketball (dependent on gym availability)
- i. Silver Sneakers
- j. Adult Fitness Classes
- k. Active Older Adults Exercise Program
- l. Research & Develop programs where needed
- m. Serve as an Ex-Officio member of the Park Board

3. City and YMCA mutually covenant and agree as follows:

- a. YMCA shall not have the right to permit outside groups to use their name in utilization of City facilities.
- b. YMCA shall not make any changes or alterations or additions to recreational facilities without the consent of the City.
- c. YMCA agrees to keep and preserve the facilities free from nuisance purposes.

- d. City shall not be liable to YMCA or any other party for any loss, damage, injuries, profits or other casualty of whatsoever kind or by whomsoever caused, to person or property of anyone, including YMCA, on or off City Property and arising out of or resulting from YMCA's use or any other party, possession or operation thereof, and YMCA shall indemnify and hold City harmless from any and all claims or liabilities arising there from by any person.

SECTION III.

UNDER THE TERMS OF THIS AGREEMENT:

4. YMCA may terminate this agreement upon thirty (30) days written notice to City, and on such termination and said sum payable to YMCA by City, i.e., \$1,250.00, shall be prorated as of the date this Agreement is terminated. The City may also terminate this agreement upon thirty (30) days written notice to the YMCA.
5. The numbering of the paragraphs and sub-paragraphs are for convenience of reference only and shall not define or limit any of the terms and provisions herein.
6. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired thereby.
7. If at any time YMCA ceases to exist and function as a not-for-profit corporation and ceases to promote those activities and functions as set forth herein, this Agreement shall be null and void at the option of the City.
8. This Agreement is approved by the Board of Aldermen, City of Willow Springs, Missouri, at the regularly scheduled meeting on the 18th day of December, 2023.

IN WITNESS WHEREOF, the parties have hereunto subscribed and executed this Lease/Agreement on the day and year first above written.

CITY:

YMCA:

CITY OF WILLOW SPRINGS, MISSOURI

OZARKS FAMILY YMCA

By:




Brooke Fair, Mayor

By:

Joe Golden, Chairman

(SEAL)

ATTEST:



Second Witness
Heather Tobley, City Clerk

ATTEST:

Derek Fredrick, Vice Chairman