



MEMORANDUM
OF
UNDERSTANDING
11/04/25

This Memorandum of Understanding (MOU) defines the relationship between the MidTown, Inc, and the Columbus Consolidated Government, acting by and through its Department of Parks and Recreation (hereinafter, City) with respect to the Children’s Bicycle Park donated by MidTown and installed at Dinglewood Park (hereinafter, “the Bike Park”).

A. COVERED FACILITIES

Dinglewood Park (1660 13th Street, Columbus, GA)

Dinglewood is classified as a neighborhood park. The 15.7-acre park has amenities such as grills and picnic areas. The Bike Park will be installed in accordance with the map and specifications set forth in Exhibit A.

The Bike Park donated by MidTown, Inc. and accepted by Council on _____ is the property and facility to which the terms of the MOU apply.

B. RESPONSIBILITIES OF THE PARTIES

1. Responsibilities of MidTown, Inc.: Midtown, Inc. shall fully fund the cost to design, develop, and implement a children’s bike playground at Dinglewood Park in accordance with the specifications set forth in Exhibit A. MidTown , Inc. will oversee the construction and provide proof, satisfactory to the Director of Finance that any vendor working on City property has provided adequate liability insurance to cover the project and adequate worker’s compensation coverage of any workers on the construction site. MidTown, Inc. will also be responsible for complying with any state and local laws regarding permitting. Fees for permits which are in the discretion of the City will be waived.

In addition, Midtown shall pay for the continuing maintenance and repair of the bike playground for the life of the bike playground as shown in Exhibit A. MidTown, Inc. will conduct routine inspections at least annually to assure the condition of the Bike Park.

2. Responsibilities of the City: The City shall provide routine maintenance (i.e., cutting of grass, removal of trash, etc.) at Dinglewood Park and permit Midtown to carry out the responsibilities outlined in Exhibit A at Dinglewood Park.

C. LIMITATION OF LIABILITY

Midtown agrees to hold the City harmless from any and all claims for damages, personal injury, property damage or death which may arise from, or which may occur as a result of MidTown's installation or maintenance of the donated property

By entering into this agreement, neither City nor Midtown, Inc. waives any sovereign, governmental, municipal, or any other immunity or defense provided by federal or Georgia law.

D. PUBLIC ACCESS

Once complete and accepted by the City, it is the intention of both parties that the Bike Park will be available to the public for appropriate recreational use. No party to this MOU will collect fees from any member of the public for use of the Project's amenities, and members of the public using the Project will do so at their own risk and bear responsibility for their own physical safety, security, and cycling equipment.

Provided, however; bookings to reserve the Bike Park exclusively for a special event held by a member of the public or an organization will be handled by the Department of Parks and Recreation, and they will be authorized to charge all customary rental, permitting or clean up fees that apply generally to City Parks they administer. The City will endeavor to notify MidTown, Inc at the conclusion of any such special event in order to allow them to inspect the property after the event.

E. TERM OF AGREEMENT

This MOU will expire automatically on November 4, 2026, if construction of the Project has not been completed. If the Project has been completed and accepted as satisfactory by the City, this MOU will automatically renew, on November 4, 2027, for one additional five-year term unless a written notice of termination is sent from either party prior to November 4, 2027. Subsequent renewals of this agreement may be enacted by mutual agreement subject to the approval of the Columbus Council. Any party may terminate this MOU at any given time by giving the other parties thirty (30) days' advance written notice, effective upon transmission by hand delivery or U.S. Postal Service registered mail.

E. GOVERNING LAW

This MOU will be governed in accordance with the laws of the State of Georgia.

COLUMBUS CONSOLIDATED GOVERNMENT

_____ Date _____

Mayor

_____ Date _____

Director, Parks & Recreation

MIDTOWN, INC.

_____ Date _____

Executive Director