



Issue: Rotary Playground Upgrade- Memorial Donation/Sponsorship

Date: June 2, 2026

Submitted By: Matt Crouse, Director of Parks and Recreation

The parks department has been approached by the Burrow Family to sponsor the purchase of a new swing set in memory of their son Noah Burrow. The Burrow's celebrated the life of their 17-year-old son Noah in December of last year. Noah had many challenges in life, though non-verbal, he was a radiant young man that lit up the room with his smiles, laughter, and unmistakable zest for life. Among his favorite things to do was swinging, often higher than most would consider comfortable. For this reason, the family thought it would be great to have a swing set in Rotary Park to honor the memory of Noah. Katie has been working with the family to replace the old single bay swing set on the west side of the current play equipment in the big playground in Rotary Park. Once installed the swing set would have a memorial sticker placed on it with information about Noah available via a QR code for people to scan.

The upgrade to the swing set would be welcomed as we continue to upgrade our parks playground equipment. The swing set and swing are pictured in the attachments to this memo.

There are a few steps for us to accomplish with this project. The first step is a budget amendment in the amount of \$6,937.29 to purchase the swing set and installation for this project. This includes a 3% discount for cash with order. This also would require council to authorize the city to pay for the equipment at the time of order, which is outside our current purchasing process. This would help save the family some monies for this purchase with the funds for the project being provided by the Noah Burrow Memorial Fund and will be received by the parks department prior to ordering the swing set. So, there is no direct expense to the city for this, however since funds are not allocated in this year's budget, this amendment will provide the path and tracking necessary to make this purchase.

The next step will be in the form of a resolution for a contract with the playground equipment company, including the installation of the new swing set, and a Memorandum of Understanding with the Burrow family for the project.

This is a commercial playground swing set from the same manufacturer of the equipment at Rotary Park and McCauley Park and will last the community for many years to come. The swings in the new single bay swing set includes a traditional swing and an Expression Swing (see picture attached).



Where I understand there are several steps to this purchase and process of acquiring this sponsorship of playground equipment the department is honored to have the opportunity to provide a memorial swing set that honors the life of Noah, and provides an opportunity for our community to ensure an activity that Noah enjoyed as well. We are requesting council approve this budget amendment including paying for the equipment at the time of order, at the next council meeting and approve the resolution later in this meeting to make this memorial swing set a reality within our park system. This amenity will have a lasting impact on our park system for those who visit our parks for many years to come.

Respectfully,

Matt Crouse
Director, Parks and Recreation

Nixa Parks and Recreation

Design • Build • PLAY!



Colors:
Swing frame: Blue
Expression swing: yellow
plastic/yellow frame

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING THE 2026**
2 **ANNUAL BUDGET IN THE AMOUNT OF \$6,937.29 TO APPROPRIATE FUNDS FOR**
3 **THE SPONSORSHIP, PURCHASE, AND INSTALLATION OF CERTAIN PARK**
4 **EQUIPMENT AT ROTARY PARK AS A MEMORIAL DONATION AND TO EXECUTE A**
5 **MEMORANDUM OF UNDERSTANDING FOR SAID SPONSORSHIP.**
6

7 **WHEREAS** Section 67.040 RSMo. provides that after a budget has been approved
8 no increase in the revenues or expenditures from any fund shall be made unless the
9 governing body adopts a measure setting forth the facts and reasons making the increase
10 necessary and authorizing the increase; and
11

12 **WHEREAS** Section 8.7 of the City Charter authorizes the City Council to amend
13 budgeted revenues and expenditures upon the request of the City Administrator; and
14

15 **WHEREAS** Jena and Joshua Burrow will be donating \$6,937.29 to sponsor the
16 purchase of certain park equipment to be installed at Rotary Park as a memorial tribute
17 to their son; and
18

19 **WHEREAS** ownership of said certain park equipment shall be held by the City;
20 and
21

22 **WHEREAS** the City Administrator has requested a budget amendment in the
23 amount of \$6,937.29, to allocate for said funds after the donation, as reflected in “Council
24 Bill Exhibit A,” for the purposes referenced therein; and
25

26 **WHEREAS** the City Council desires to authorize the City Administrator, or
27 designee, to execute a “Memorandum of Understanding” with Jena and Joshua Burrow
28 regarding their sponsorship of certain park equipment; and
29

30 **WHEREAS** the City Council desires to amend the City’s 2026 budget for the
31 purposes identified herein.
32

33 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
34 **NIXA, AS FOLLOWS, THAT:**
35

36 **SECTION 1:** The City of Nixa’s 2026 Annual Budget is hereby amended in the
37 accounts and the amounts as shown on “Council Bill Exhibit A,” which is attached hereto
38 and incorporated herein by this reference.
39

40 **SECTION 2:** The City Council finds that the budget amendment enacted by this
41 Ordinance has been recommended by the City Administrator. The City Administrator is
42 directed to cause the appropriate accounting entries to be made in the books and records
43 of the City to reflect the budget amendment enacted by this Ordinance.
44

45 **SECTION 3:** The City Council hereby authorizes the City Administrator, or
46 designee, to execute a Memorandum of Understanding with Jena and Joshua Burrow.

47 Said Memorandum of Understanding shall be in substantially similar form as “Council Bill
48 Exhibit B,” which is attached hereto and incorporated herein by this reference as though
49 fully set out herein.

50

51 **SECTION 4:** This Ordinance shall be in full force and effect from and after its final
52 passage by the City Council and after its approval by the Mayor, subject to the provisions
53 of section 3.11(g) of the City Charter.

54

55 **[Remainder of page intentionally left blank. Signatures follow on the next page.]**

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93 ADOPTED BY THE COUNCIL THIS _____ DAY OF _____ 2026.

94

95

ATTEST:

96

97

98 _____
PRESIDING OFFICER

CITY CLERK

99

100 APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2026.

101

102

ATTEST:

103

104

105 _____
MAYOR

CITY CLERK

106

107 APPROVED AS TO FORM:

108

109

110 _____
INTERIM CITY ATTORNEY

111

Budget Amendment
City of Nixa, MO

<u>Budget Amendment Amount</u>	<u>Fund</u>	<u>G/L Description</u>	<u>G/L Line #</u>	<u>Revenue Source</u>
\$ 6,937.29	General	Capital - Equipment	11-400-5452000- PK202514	Donation

Explanation: To amend the current budget of the City of Nixa by \$6,937.29 for the purchase of a swing set for Rotary Park. Cost to be reimbursed by the

This proposed Budget Amendment has been approved and requested by the City Administrator, pursuant to City Charter section 8.7.

Jimmy Liles, City Administrator

Authorized by Passage of Ordinance No. _____

Date of Passage: _____

Total Budget Amendments by Department Year to Date:

Electric	\$88,906
Water	\$39,660
Wastewater	
ARPA	
Admin	
Legal	
Economic Development	
Police	\$83,261
Street	
Park	\$121,914
Planning & Development	
TOTAL	<u>\$333,741</u>

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made by and between the City of Nixa, Missouri, (City) and Jena and Joshua Burrow (Family).

WHEREAS this MOU sets forth the terms, conditions, and understanding regarding certain park equipment that shall be installed at Rotary Park as a memorial tribute; and

WHEREAS the site for the equipment shall be at a site approved by the Parks Department Director as set forth in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the memorial equipment shall be funded completely by the Family, and once the installation of said equipment is complete, shall become the property of the City, and

WHEREAS the Family agrees to provide to the City the sum of \$6,937.29, and any other amounts that may arise out of this project; and

WHEREAS the Family agrees to provide a Living Legacy QR Code Plaque. Family agrees to maintain the Living Legacy QR Code Plaque and agrees to disable the QR code at any time requested to do so by the City; and

WHEREAS it shall be the responsibility of the Family to keep their contact information up to date with the City's Parks Department should the Family need to be contacted in regard to the Living Legacy QR Code Plaque; and

WHEREAS No additional memorials, items, signs, or equipment shall be permitted at or near the site; and

WHEREAS the Family shall acquire no rights, titles, or interests to the equipment beyond that expressly identified on this MOU; and

WHEREAS Any dispute relating to this MOU will be resolved at the sole discretion of the City Administrator for the City; and

WHEREAS Family expressly agrees that except as set forth in writing in this MOU, there are no other obligations or duties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Equipment installed at Rotary Park honors the Family's designated memorial. Family covers all equipment, shipping, and installation costs. Equipment becomes sole City property immediately after installation.
2. Family shall pay the City exactly \$6,937.29 before project commencement. Family covers any unforeseen expenses arising during the project.

3. Installation includes one approved Living Legacy QR Code Plaque featuring a QR code link to be provided by the Family. The Family bears sole responsibility for maintaining the active QR code link. The QR code must link only to content directly related to a memorial tribute for Noah Burrow. City Administrator or designee must approve linked content prior to initial installation and as well as any time the QR code link may be updated with new content.
4. Family must disable the QR code immediately upon the City's request. Family must keep current contact details on file with the Parks Department.
5. Parks Department Director retains sole authority over final equipment placement.
6. Family acquires no ownership, title, or interest in the park land or equipment.
7. No further signs, decorations, or structures may be added to the site.
8. Final Authority: The City Administrator holds sole discretion to resolve all MOU disputes.
9. This MOU shall be in full force and effect from the date of execution by the parties and shall last throughout the lifetime of the piece of memorial playground equipment.

Entire Agreement: This document constitutes the entire agreement between the City and the Family.

IN WITNESS WHEREOF, the parties have set their hands on the day and year herein stated.

CITY

Jimmy Liles, City Administrator

Date: _____

ATTEST:

Rebekka Coffey, City Clerk

Approved as to form:

Interim City Attorney

FAMILY

Jena Burrow

Date: _____

Printed Name

Joshua Burrow

Date: _____

Printed Name

