

- Memorandum of Understanding and Commitment -

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Batting Cage and Storage Building for Central Park, an Agreement Between Anoka Ramsey Athletic Association and the City of Ramsey

The purpose of this memorandum and agreement is to identify the roles and responsibilities of the City of Ramsey, hereafter referred to as the City, and the Anoka Ramsey Athletic Association, hereafter referred to as ARAA.

ARAA desires to fund, construct, and thereafter donate to the City a 20' x 32' foot Building, for ARAA's use as identified and specified in the attached 4 - page Site Plan with Elevation(s) and Layout. The following summarizes the terms and conditions.

FOR AND IN CONSIDERATION of the mutual undertakings set out, the parties agree as follows:

1. **Central Park Area.** Whereas, ARAA desires to erect a storage Building, at its expense, in Central Park in the area between ballfields #2 and #4.
2. **Appropriate Facility.** Whereas, the City finds that the proposed structure is appropriate within a City park, and meets all aesthetic concerns, building code and setbacks; and
3. **Park Grading.** Whereas, the Building requires minimal earth work and grading within the park prior to, and during its construction; and
4. **Restoration.** Whereas, ARAA shall be responsible for all restoration in the spring of 2012, with seeding in low traffic areas, and sod in areas of more significant foot traffic; and
5. **General Maintenance.** Whereas, the City maintains the Park including the Building area, and will continue to do so except as specifically excepted herein; and
6. **Building Maintenance and Operations.** Whereas, ARAA has identified the need for the Building, and proposed its construction and shall be responsible for indoor and exterior maintenance, including addressing vandalism, short term and long term repairs and maintenance; and
7. **Building Access.** Whereas, the Building's primary purpose shall be for, and remain to serve ARAA's storage and support needs, the City shall be afforded

access at all times, and shall determine the appropriate uses and condition of premises; and

8. **Storage Containers.** Whereas, it is understood that more than one of ARAA's sports divisions has contributed to the Building project, and that outside storage containers shall no longer be needed in the park.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement the parties agree as follows:

A. **Grant to Construct.** The City grants to ARAA the right to construct, maintain, and upon completion of the structure, donate to the City the Building for public purposes; *provided ARAA warrants that sufficient funds have been secured to construct the full facility, including the amount anticipated to be done with volunteer labor.*

B. **Building Permit Fees.** The City Council will *waive/not waive* Building Permit Fees in the amount of \$569.51, and not waive the State of Minnesota surcharge of \$9.75. These costs are based upon the minimum estimated value determined by the square footage as identified by the State of Minnesota of a Building valuation of \$19,502.

C. **Performance Bond, Surety and Escrow.** City Council *requires/does not require a Performance Bond, Surety and Escrow.*

D. **Failure to Construct, and Continuous Progress.** The grant to construct the Building shall expire if ARAA has not commenced and substantially completed construction of the project on or before December 31, 2012. Additionally, once the construction commences, the progress shall be continuous (barring inclement weather), and the site shall be inspected the end of each work shift for site security with added attention to public safety in a park known to host unattended children.

D. **Condition of Premises not Warranted.** The City does not warranty any aspect of the project and ARAA assumes all risk with respect to the construction and maintenance of the Building. More specifically, the City shall have no responsibility with regard to any failure of or damage to ARAA's improvements within the park; before or after donation of the Building.

E. **Maintenance.** ARAA at its expense shall be entirely responsible for maintenance of the Building and its on-going operation.

F. **Construction, Licensure and Insurance.** ARAA' contractors or vendors working on city property shall be licensed or permitted to work in the city; and they

shall be properly insured with the city receiving a certificate of insurance before any work is performed. Further, and separate from the construction process and period, both the City and ARAA shall maintain appropriate insurance consistent with past practices.

G. **PreConstruction Meeting and Inspections.** ARAA shall be responsible for scheduling a preconstruction meeting at the site with appropriate trades and the City, and also responsible for the scheduling of inspections by the City as needed or required.

H. **Building 'Upgrades'.** In the event ARAA desires 'upgrades' or improvements to the Building, it shall be responsible to install at its expense these changes or improvements upon approval by the City.

I. **Indemnification.** ARAA shall defend, indemnify and hold harmless the City and its officers, employees and agents from and against any and all claims, demands, actions, and causes of action, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, arising out of or related to ARAA's construction and maintenance of the Building within Central Park, including, but limited to mechanic's liens.

J. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota, and Code and Charter of the City of Ramsey.

K. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

L. **Modification of Agreement.** Any modification of this Agreement shall be binding only if evidenced in writing signed by both parties.

M. **Recording.** This Agreement may be recorded with the Anoka County Recorder by either party at the expense of that party.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first above mentioned.

CITY OF RAMSEY

ANOKA RAMSEY ATHLETIC ASSOCIATION

By: _____
Its Mayor

By: _____
Its President

By: _____
Its City Administrator

By: _____
Its Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____, 2011, by Bob Ramsey, as Mayor and by Kurt Ulrich as City Administrator of the City of Ramsey, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____, 2011, Lisa Muller, as President and by _____ as Secretary of the Anoka Ramsey Athletic Association.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Notary Public