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**Fence replacement, Dugouts, Concrete and
Players Benches 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, fencing, dugouts, players benches and associated concrete work for Central Park, for ARAA's and public use as identified and specified in this 3 page agreement. 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 construct, at its expense, in Central Park for ballfields #1, #2, #3, #4 and also the baseball field sometimes named field #7; and
2. **Appropriate Facility.** Whereas, the City finds that the proposed facilities appropriate within a City park, and meets all aesthetic concerns, building code and setbacks; and
3. **Park Grading.** Whereas, the ballfield work 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 2016, with seeding in low traffic areas, and sod in areas of more significant foot traffic as needed; and
5. **General Maintenance.** Whereas, the City maintains the Park including the ballfield areas, and will continue to do so except as specifically excepted herein;

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, donate to the City the ballfield improvements named herein for public purposes.

B. **Performance Bond, Surety and Escrow.** City Council does not require a Performance Bond, Surety and Escrow.

C. **Failure to Construct, and Continuous Progress.** The grant to construct the improvements shall expire if ARAA has not commenced and substantially completed construction of the project on or before December 31, 2016. 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 of the named improvements. More specifically, the City shall have no special responsibility with regard to any failure of or damage to ARAA's improvements within the park; before or after the donation.

E. **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.

F. **Pre-Construction 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.

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

H. **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 named improvements within Central Park, including, but limited to mechanic's liens.

I. **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.

J. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties, including any detail specifically approved by City Council, 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.

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

L. **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 _____, 2015, by Sarah Strommen, 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 _____, 2015, 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