

## **Batting Cage for Alpine 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, two (2) double lane batting cages at Alpine Park, for ARAA's use as identified and specified in this 4 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. **Alpine Park Area.** Whereas, ARAA desires to erect batting lanes, at its expense, in Alpine Park in the area between ball fields #1 and #2, and also between #3 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 batting cages 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 2014, 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 Structure area, and will continue to do so except as specifically excepted herein; and
6. **Structure Maintenance and Operations.** Whereas, ARAA has identified the need for the batting lanes, and proposed their construction and shall be responsible for maintenance, including addressing vandalism, short term and long term repairs and maintenance; and

**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 batting cages 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 Structure shall expire if ARAA has not commenced and substantially completed construction of the project on or before December 31, 2015. 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 Structure. 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 Structure.

E. **Maintenance.** ARAA at its expense shall be entirely responsible for maintenance of the Structure 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. **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.

H. **Structure 'Upgrades'.** In the event ARAA desires 'upgrades' or improvements to the Structure, 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,



STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF ANOKA        )

This instrument was acknowledged before me on \_\_\_\_\_, 2014, Lisa Muller, as President and by Randi Nerlien as Secretary of the Anoka Ramsey Athletic Association.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

\_\_\_\_\_  
Notary Public

DRAFT