

17-1127

**AGREEMENT TO FUNDRAISE FOR PHASE TWO OF THE SKATE PARK**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Kris Kouba and the non-incorporated Friends of the Manitowoc Skate Park, and the City of Manitowoc, a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

**RECITALS**

**WHEREAS**, the skate park within Miracles Park, a City of Manitowoc facility, constructed in 2005, attracts citizens and tourists for recreational activity; and,

**WHEREAS**, the Friends of the Manitowoc Skate Park (hereinafter "Friends") wish to construct Phase Two of the Skate Park, which includes ramps to donate to the City of Manitowoc to improve the recreational opportunities available at Miracles Park; and,

**WHEREAS**, the City will match funds raised by the Friends up to \$44,500 to construct Phase Two of the Skate Park.

**NOW, THEREFORE**, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. **Recitals**. The above recitals are deemed to be true and correct.
2. **Fund Control**. The Friends agree that all funds raised shall be donated to the City of Manitowoc immediately, by having checks made out to the City of Manitowoc with the specific purpose of improving the Skate Park, which the City shall deposit in a segregated account for Skate Park improvements and maintenance.
3. **Release of Funds**. The Friends will fundraise \$44,500 or more to fund Phase Two of the Skate Park. Once \$44,500 has been deposited in the segregated account, the City will match those funds with a transfer from the Parkland Dedication Fund, pursuant to the Parkland Dedication Fund Policy approved by the Mayor and Common Council. The Friends group may continue to fundraise for maintenance or additional improvements, and said funds will be kept in a segregated account until used. In the event that the Friends group fails to raise \$44,500 by December 1, 2018, the City will hold the funds in the segregated account until such time construction is possible.
4. **Construction**. Once the fundraising goal is reached, the City shall be responsible for all public bidding and construction, including design and scope of the project.
5. **Termination**. Either party may terminate this Agreement with ten days written notice to the other party.
6. **Notice and Demands**. A notice, demand or other communication under this Contract by any party to the other party shall be sufficiently given or delivered if it is sent by certified mail or personally delivered to:

**Friends:**  
Kris Kouba  
1233 South 16th Street  
Manitowoc, WI 54220

**CITY:**  
City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220

*Finance  
11-20-17*

Notice and demand given shall be effective only if and when received by the party intended and acknowledged by receipt. The above addresses may be changed at any time by any party by giving written notice in the manner provided above.

7. **Choice of Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

**City of Manitowoc**

**Friends of the Manitowoc Skate  
Park**

By: \_\_\_\_\_  
Mayor Justin M. Nickels

\_\_\_\_\_  
Kris Kouba, Director

By: \_\_\_\_\_  
City Clerk Deborah Neuser

STATE OF WISCONSIN )  
) ss.  
MANITOWOC COUNTY )

Personally came before me, this \_\_\_\_\_ day of November, 2017, the above named Kris Kouba, and acknowledge they executed the foregoing instrument.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public Manitowoc County, WI  
My commission (expires)(is)\_\_\_\_\_.

STATE OF WISCONSIN )  
) ss.  
MANITOWOC COUNTY )

Personally came before me this \_\_\_\_\_ day of November, 2017, the above signed Justin M. Nickels, Mayor, and Deborah Neuser, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
Manitowoc County, Wisconsin  
My commission (expires) (is): \_\_\_\_\_