

FYI

MEMORANDUM OF UNDERSTANDING

DEWEY STREET PARK MIRACLE FIELD DESIGN AND CONSTRUCTION

I. THE PARTIES

- 1.01 The City of Manitowoc, a Wisconsin municipal corporation, doing business at 900 Quay Street, Manitowoc, Wisconsin ("City").
- 1.02 The Miracle League of the Lakeshore, a Wisconsin unincorporated non-profit association ("MLL"), operating as a program of Goodwill Industries of North Central Wisconsin, Inc., a Wisconsin nonstock nonprofit corporation ("Goodwill NCW") and successor associations thereof.

II. THE RECITALS

WHEREAS,

- 2.01 The City owns and maintains parkland, intended for recreational purposes, and known as Dewey Street Park.
- 2.02 The MLL has identified a need for a baseball diamond facility that is accessible to, and useable by, persons with special needs and physical limitations. This type of facility is known as a Miracle League Field.
- 2.03 The Manitowoc Common Council on 6-17-13 approved Dewey Street Park as an appropriate location for a Miracle League Field.
- 2.04 The MLL will be raising funds to finance all aspects of the construction of the Miracle League Field and associated amenities. These funds will be maintained in, and disbursed through a separate general ledger Miracle League account by Goodwill NCW ("Account"). All contributions will be tracked in Goodwill's donor database and reconciled monthly to the general ledger.
- 2.05 MLL anticipates completing the Miracle League Field facility in three (3) phases. At the time of this Agreement, the total cost for each phase is estimated to be:

Phase 1: \$ 425,000	Miracle League Field and initial principal amount of Endowment also referred to a "Maintenance Fund".
Phase 2: \$ 150,000	Accessible playground
Phase 3: \$ 80,000	Bathroom addition/renovation

- 2.06 MLL and the City acknowledge that there will be future maintenance costs and accordingly, sufficient funds will need to be raised to create and support a long-term maintenance fund.
- 2.07 The City will support MLL's efforts to create the Miracle League Field subject to MLL meeting each of the various terms and conditions of this Agreement.

III. THE AGREEMENT

NOW, THEREFORE,

- 3.01 The recitals are hereby made a part of the Agreement.
- 3.02 The MLL shall provide to the City a copy of its Letter of Agreement with Goodwill Industries of North Central Wisconsin, Inc.
- 3.03 The MLL shall submit fund raising and recognition guidelines to the City of Manitowoc before the fundraising campaign begins.
- 3.04 The MLL shall provide to the City, on at least a monthly basis, reports of the MLL's progress, including but not limited to, minutes of Committee meetings and updated accountings of the funds maintained at Goodwill Industries.
- 3.05 MLL shall submit, for approval by the City, a detailed project plan that includes, but is not necessarily limited to, proposed designs for the project, project specifications and material, labor, administrative costs. Additionally, MLL shall also submit a long term maintenance plan detailing scheduled maintenance of the resilient ball diamond surface as well as providing contingency plans for unanticipated repairs and maintenance resulting from vandalism, accidental damage or other unforeseen circumstances. This long term plan shall account for estimated costs for routine, scheduled maintenance as well as contingency funds for other repairs and maintenance that may develop over time. The City reserves the right to request supplemental information, supporting documentation or any other information it deems necessary to evaluate these plans.
 - 3.05.1 MLL shall provide the City with copies of all costs, invoices, as-built drawings, labor costs, contract documents and specifications, inspection and design documentation and all contract administration supporting documentation and an itemized list of all expenses and any estimates for the value of in-kind services for the design, development and installation of the Miracle League Field and any appurtenances thereto within thirty (30) days of completion of each phase.
- 3.06 The City shall have exclusive control and decision making authority regarding all aspects of the Miracle League Field and all associated amenities, including but not limited to, final site location, design, preparation requirements, materials used (including playground equipment), construction schedule, on-site recognition devices, signage and the like.

- 3.07 Parties have generally agreed that Goodwill NCW will bear all responsibility for sufficient funding for each phase of the project. For purposes hereof, "sufficient funding" shall be an amount equal to the total cost of each component phase of the Miracle League Field and all associated amenities contained in the final proposal submitted to the MLL by a general contractor that has an approved current "Bidders Proof of Responsibility" on file with the City Clerk and with the approval of the City of Manitowoc, plus the reserve for maintenance established in Section 3.08, below. The MLL agrees to provide promptly any and all estimates and proposals received from general contractors to the City.
- 3.08 Parties have generally agreed that from the funds collected twenty-five thousand dollars (\$ 25,000) shall be held in a separate fund for the purpose of covering major maintenance or upgrade costs to the Miracle League Field and associated amenities. The terms and conditions of such fund shall be specifically set forth in a separate agreement.
- 3.09 Upon meeting the various conditions of this Agreement and before construction activity is allowed to commence, the information required herein shall be presented to the City of Manitowoc Parks and Recreation Committee ("Committee") and Common Council ("Council") for final review and approval of the proposed project and designs. Upon final approval of the Council, MLL shall be notified that it may proceed.
- 3.10 MLL shall not withhold payments to the City for any reason.
- 3.11 MLL shall provide the City with copies of lien waivers for all contractors, subcontractors and suppliers involved in the construction. Upon completion of construction, and upon being free and clear of all liens, encumbrances and the like, ownership of the facility, equipment, fixtures and the like shall be transferred, in writing, to the City.
- 3.12 MLL shall provide a Certificate of Insurance prior to any construction to the Clerk of the City of Manitowoc subject to approval by the City Attorney.

IV. MIRACLE LEAGUE FIELD USE

- 4.01 MLL agrees to use the facility in a manner consistent and in compliance with all Federal and State laws and administrative codes, City ordinances, City policies, park rules, regulations, and policies.
- 4.02 As consideration for its efforts in establishing and constructing the Miracle League Field, MLL shall have scheduling priority for the Field's use as more particularly set forth in the City of Manitowoc Miracle League Field Reservation Policy. This priority shall run for the life of the Miracle League Endowment or until the MLL disbands, whichever comes first. Additionally, the City will develop and implement policies that promote uses of the Miracle League Field consistent with the facility's construction and program intent.

- 4.03 The terms of this Agreement may only be modified, waived or abandoned by written agreement signed by both parties.

V. SEVERABILITY CLAUSE

- 5.01 In the event that any part of this Agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist.

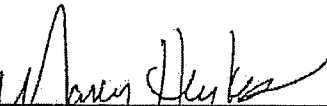
VI. INDEMNIFICATION CLAUSE


- 6.01 The MLL agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs (including attorney fees) arising out of this agreement, caused by the MLL, its officers, officials, employees, agents or anyone for whose acts they may be liable.
- 6.02 The City agrees to indemnify, defend and hold harmless the MLL and its officers, members and agents from and against any and all liability, loss, damage expense, costs (including attorney fees arising out of this Agreement), caused by the City, its officers, officials, employees, agents or anyone for whose acts it may be liable.

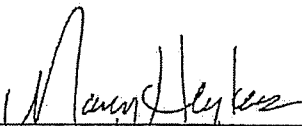
[SIGNATURE PAGE TO FOLLOW]

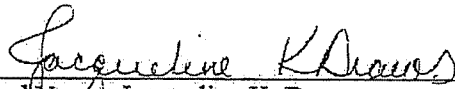
IN WITNESS WHEREOF, the parties have caused the foregoing instrument to be executed in three (3) original counterparts on this 17th day of June, 2013.

The Miracle League of the Lakeshore

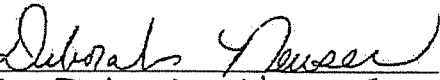
Attest: 
Printed Name: Nancy Heykes

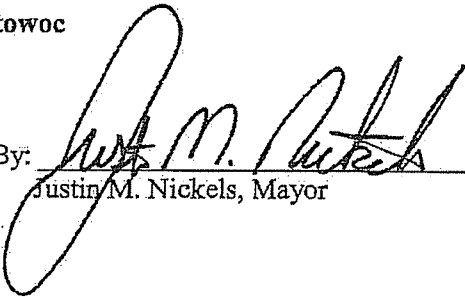
By: 
Printed Name: Robert A. Pedersen
Title: President/CEO

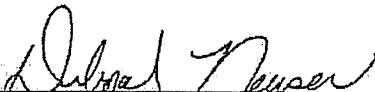
Attest: 
Printed Name: Nancy Heykes

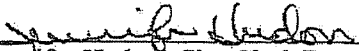
By: 
Printed Name: Jacqueline K. Draws
Title: Senior Vice President, Operations

City of Manitowoc

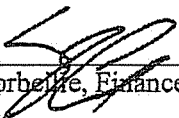
Attest: 
Printed Name: Deborah Neuser


By: 
Justin M. Nickels, Mayor

Attest: 
Printed Name: Deborah Neuser

By: 
Jennifer Hudon, City Clerk/Deputy
Treasurer

~~Provision has been made to pay the liability that will accrue under this contract.~~ ⁶⁻²⁵⁻¹³ **6-25-13**


Steve Corbett, Finance Director

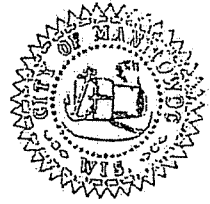
Approved as to form:

Straun W. Boston, City Attorney

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CITY OF MANITOWOC

WISCONSIN, USA
www.manitowoc.org



June 26, 2013

Ms. Nancy Heykes
Goodwill NCW
1800 Appleton Rd.
Menasha, WI 54952

RE: Memorandum of Understanding
Dewey Street Park Miracle Field Design and Construction

Dear Ms. Heykes:

Enclosed is a fully executed Memorandum of Understanding for the above.

This document was acted upon by the Common Council at the meeting of Monday, June 17, 2013, at which time the Council unanimously recommended entering into the Memorandum of Understanding.

If you have any questions, please contact me at 920-686-6950.

Very truly yours,

Jennifer Hudon
City Clerk

JH:dan

Enclosure

cc: City Attorney Straun Boston
Director of Public Infrastructure Dan Koski
Operations Team Leader Kevin Glaeser

Jennifer Hudon, MPA, City Clerk/Deputy Treasurer
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