

Jim.
6-19-17

17-0640

**AGREEMENT FOR CONTRIBUTION OF FUNDS AND
MAINTENANCE, REPAIRS AND REPLACEMENTS AT
CITIZEN PARK TENNIS AND SPORT COURTS**

**between
CITY OF MANITOWOC
and
MANITOWOC PUBLIC UTILITIES**

THIS AGREEMENT made and entered into on this _____ day of _____, 2017, is by and between the City of Manitowoc ("City") and Manitowoc Public Utilities ("MPU") for purposes of MPU contributing toward specific improvements to the tennis and sport court areas (the "Courts") at Citizen Park in the City of Manitowoc and for establishing maintenance responsibilities between the City and MPU.

WITNESSETH

WHEREAS, City owns property known as Citizen Park located within the city limits of Manitowoc, Wisconsin, which contains a number of facilities for public recreation including an aquatic center, miniature golf course, baseball complex, and the Courts; and,

WHEREAS, MPU owns a reservoir located entirely within Citizen Park underneath the Courts area; and

WHEREAS, City is working with a private organization to upgrade the Courts to provide for better recreational opportunities for its citizens; and

WHEREAS, MPU wishes to contribute up to \$35,000 toward specific costs of this project to assist the City in providing better recreational opportunities for its citizens and MPU ratepayers.

NOW, THEREFORE, City and MPU agree as follows:

1. MPU will contribute up to \$35,000 toward the improvements of the Courts in a time and manner as previously communicated to the City by MPU.
2. MPU will continue to own and bear responsibility for maintenance of the reservoir and for the pump station within Citizen Park, in accordance with prudent utility practices.
3. City will continue to own and bear all responsibility and liability for the maintenance, repair and replacement of the Courts, the park shelters and all other amenities located in Citizen Park upon completion of the improvements.
4. Should MPU need to access its reservoir, in MPU's reasonable discretion, for purposes including, without limitation, maintenance, repair or replacement, or termination of the reservoir, MPU will make reasonable efforts not to damage the Courts and related improvements. Notwithstanding, MPU shall in no way be responsible for any damage,

accelerated deterioration to or destruction of the Courts or other related improvements arising from MPU's actions contemplated herein. The City shall bear all costs and expenses associated with repairing any such damage or replacing all or any portion of the Courts, shelters and other improvements arising from such access by MPU.

5. This Agreement shall remain in effect until the City demolishes and removes the Courts and related improvements.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

MANITOWOC PUBLIC UTILITIES

CITY OF MANITOWOC

By: _____
Nilaksh Kothari, General Manager

By: _____
Justin M. Nickels, Mayor

By: _____
Jennifer Hudon,
City Clerk, Dep. Treas.

Date: _____

Date: _____