

~~AGREEMENT FOR DONATION~~**AGREEMENT FOR CONTRIBUTION OF**
~~FUNDS AND ONGOING MAINTENANCE~~
MAINTENANCE, REPAIRS AND REPLACEMENTS AT
CITIZEN PARK TENNIS AND SPORT COURTS
between
CITY OF MANITOWOC
and
MANITOWOC PUBLIC UTILITIES

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

THIS AGREEMENT made and entered into on this ____ day of May, _____, 2017, is by and between the City of Manitowoc (~~"City"~~) and Manitowoc Public Utilities (~~"MPU"~~) for purposes of ~~donation of funds for reconstruction of MPU contributing toward specific improvements to the tennis and sport courts~~ donation of funds for reconstruction of 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 ~~tennis courts~~ the Courts; and,

Formatted: Font: Bold

WHEREAS, MPU owns a reservoir located entirely within Citizen Park underneath the ~~tennis court~~ Courts area; and ~~sport court areas~~; and

WHEREAS, City is working with a private organization to ~~reconstruct~~ upgrade the tennis ~~courts and sport courts~~ Courts to provide for better recreational opportunities for ~~our~~ its citizens; and

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

NOW, THEREFORE, City and MPU agree as follows:

1. MPU will ~~transfer~~ contribute up to \$35,000 to ~~fund~~ toward the ~~construction~~ improvements of the ~~sport court area~~ Courts in a time and manner as previously communicated to the City no later than July 31, 2017 by MPU.
2. MPU will continue to ~~own and~~ bear responsibility for maintenance of the reservoir and for the pump station within Citizen Park, as well as ~~all utilities located in 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 ~~sport court~~ Courts, the park shelters and ~~the~~ all other amenities located in Citizen Park upon completion of the improvements.
4. MPU will make reasonable efforts not to damage the sport courts if it needs to access the reservoir.
5. City will bear the cost for maintenance and repair of the sport court, including if sport courts are damaged during MPU making necessary repairs to the reservoir.
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.

Formatted: Left

[signature page to immediately follow]

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

Formatted: Font: Not Bold
Formatted: Font: Not Bold
Formatted: Indent: Left: 0.38"

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

Formatted: Font: Not Bold
Formatted: Font: Not Bold

Date: _____

Date: _____