

MEMORANDUM OF UNDERSTANDING
by and between
Jackson Township and City of Shakopee

This memorandum of understanding (“MOU”) is entered into this ____ day of November, 2023 by and between Jackson Township, a Minnesota municipal corporation (“Jackson”) and the City of Shakopee, a Minnesota municipal corporation (“Shakopee”) relating to the development of Jackson Commons Park.

The purpose of this MOU is to establish the general terms and conditions under which Jackson and Shakopee will enter into a binding Joint Powers Agreement to develop certain park facilities within Jackson.

RECITALS

1. Jackson Township is a municipal corporation organized under the laws of the State of Minnesota.

2. The City of Shakopee is a municipal corporation organized under the laws of the State of Minnesota.

3. Jackson and Shakopee have coordinated efforts relating to the residential development project by DRHorton of Minnesota (“DRH”) in the southwest quadrant of Zumbro Avenue and County Road 78 consisting of 236.89 acres and 601 dwelling units (the “Development”).

4. In lieu of constructing a neighborhood park within the boundaries of the development, Shakopee has required DRH to pay the appropriate Park Dedication Fees to Shakopee.

5. Jackson owns a parcel of property contiguous to the Development consisting of approximately 78 acres and a portion of the site as a Township Park (“Jackson Commons”).

6. DRH has requested Jackson grant a utility easement in favor of Shakopee through Jackson Commons.

7. Jackson and Shakopee desire to develop Jackson Commons into a neighborhood park facility to serve park users in their communities to be known as Jackson Commons Park.

8. Jackson and Shakopee desire to coordinate the design, fund and construct park facilities at Jackson Commons Park.

AGREEMENT

1. Jackson and Shakopee agree to coordinate efforts with DRH to develop the Jackson Commons Master Park Improvement Plan.

2. Jackson and Shakopee agree to enter into a binding Joint Powers Agreement (“Park, JPA”) pursuant to Minnesota Statute Section 471.59 not later than February 29, 2024, conforming to the following elements:

- (a) Shakopee will commit a minimum budget of \$3.0 million from its park fund toward Jackson Commons park improvements between 2024 and 2027.
- (b) To the extent possible, Shakopee will contract with DRH to provide mass grading and trail construction.
- (c) Park elements, priorities and construction schedules will be as set forth in the Park JPA.

GENERAL TERMS

1. Government Data Practices. Jackson and Shakopee must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

2. Notices. Notices shall be sent by email or U.S. Mail to the following:

Jackson: Rose Menke
 Jackson Township
 920 Rosewood Circle
 Shakopee, MN 55379
 mrmenke1@comcast.net

Copy to:

Timothy J. Keane
Kutak Rock LLP
60 South Sixth Street
Minneapolis, MN 55402
Tim.Keane@kutakrock.com

Shakopee: William Reynolds
 City Administrator
 City of Shakopee
 485 Gorman Street
 Shakopee, MN 55379
 BReynolds@ShakopeeMN.gov

Copy to:

James T. Thomson
Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
jthomson@kennedy-graven.com

3. Governing Law. Minnesota law shall govern this MOU and the implementing Park JPA.

4. Facility. Jackson and Shakopee agree each party will be responsible for its own acts and conduct, and shall not be responsible or liable for the acts of others.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed the day and year first above written.

CITY OF SHAKOPEE

JACKSON TOWNSHIP

By: _____
Bill Reynolds
City Administrator

By: _____
Its: _____

By: _____
Matt Lehman
Mayor

By: _____
Lori Hansen
City Clerk