

SHAKOPEE SOCCER ASSOCIATION 17TH AVENUE SPORTS COMPLEX IMPROVEMENT AGREEMENT 2020

This agreement, made and entered into this _____ day of _____, 2020, by and between the City of Shakopee, a Minnesota municipal corporation, located at 485 Gorman Street, Shakopee, in the County of Scott, State of Minnesota (hereinafter referred to as "CITY") and the Shakopee Soccer Association, (hereinafter referred to as "SSA").

WITNESSETH:

Whereas the CITY is desirous of providing safe facilities to patrons of the 17th Avenue Sports Complex; and

Whereas the SSA wishes to provide a fence and netting at 17th Avenue Sports Complex for the safety of youth soccer players; and

Whereas the estimated construction cost of the project is \$30,000.00; and

Whereas the CITY is willing and able to support the SSA through short-term (2 year) financing using the CIP Park Reserve Fund for half of the project cost (\$15,000.00) to complete the project in 2020; and

Whereas the SSA has funds on hand to pay \$15,000.00 at time of construction and can repay the short-term financing (\$15,000.00) over the next two years; and

Now, therefore, in consideration of the promises, terms and conditions stated herein, the parties agree as follows:

I. DUTIES AND RIGHTS OF SSA

- A. The SSA agrees to fully fund construction of fencing and netting at 17th Avenue Sports Complex.
- B. The SSA agrees to coordinate/contract as necessary all labor and materials to complete the fence and netting project in accordance with City and State Code.
- C. The SSA agrees to obtain approval from the City prior to making any repairs, alterations or replacement of the fence and netting.
- D. The SSA agrees to obtain approval from the Shakopee Public Utility Commission for the portion of the project to be constructed on SPUC owned property.
- E. The SSA agrees to pay for all costs to uninstall fencing or netting if requested.

- F. The SSA agrees to repay the CITY for any short-term financing support in two equal payments by September 30th of 2021 and 2022.

II. DUTIES AND RIGHTS OF THE CITY

- A. The CITY agrees to assist the SSA in financing the project up to \$15,000.00 from the CIP Park Reserve Fund (to be repaid by 2022 in two equal payments).
- B. The CITY agrees to assist the SSA with regular day to day maintenance of the fencing and netting.
- C. The CITY agrees to include the fencing and netting in their park asset inventory and insurance coverage.
- D. The CITY agrees to notify the SSA of any needed maintenance, repairs or replacement of the fencing and netting or surrounding spaces that may be affected.

III. TERMS

- A. This Agreement shall commence upon execution by both parties.
- B. This Agreement shall not be assignable except by the written consent of the CITY.
- C. This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers, thereunto duly authorized, as of the day and year first above written.

CITY OF SHAKOPEE

Mayor

City Administrator

SHAKOPEE SOCCER ASSOCIATION

President