

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF MCKINNEY
AND
MCKINNEY SUNRISE ROTARY CLUB

The following will serve as a Memorandum of Understanding (MOU) between the **City of McKinney (the "City")** and **McKinney Sunrise Rotary Club (the "Club")**. The City is enthusiastic about the opportunity that exists for the combination of talents and resources offered by this agreement. We have defined in this MOU the roles of each organization that will govern our working relationship.

The purpose of this memorandum is to develop a cooperative partnership between the City of McKinney and the McKinney Sunrise Rotary defining a process for the design, funding and construction of an All-Inclusive playground (the "Project") to be built at Bonnie Wenk Park. The Project shall be contained within a specific area, and cost for design and construction shall be paid for by the Club. The City shall provide the land for the Project, and assist in the design development process as well as project coordination with Bonnie Wenk Phase II.

The Project site is an approximate 3 acre parcel of land located within the Bonnie Wenk Phase II project site. (See Attachment "A") It is the intent of this agreement, that the Project can be constructed with construction of Bonnie Wenk Phase II, or shortly thereafter. The intent of the Club is to utilize existing funds as needed to pay for design services related to the Project and embark on a fundraising campaign to generate an additional \$500,000 for construction.

Roles and responsibilities of each party are described herein:

The City of McKinney

- Allow use of a portion of the land located at Bonnie Wenk Park and included in Phase II development area as needed for construction of an All-Inclusive Playground Facility (Attachment A).
- Design and construct site amenities, other than those located in the All-Inclusive Playground Area identified in Attachment A, that serve other park purposes including all related parking lots, trails and restroom amenities as reflected in this agreement. (Attachment B).
- Provide civil engineering plans and specifications that serve other park purposes and addresses the required site grading and drainage as needed to construct the Project.
- Coordinate the construction of Bonnie Wenk Phase II as much as possible with the Project and allow the playground facility to be identified on the plans as a project bid alternate.
- Accept ownership responsibilities including all required maintenance, repair or replacement costs as needed.

The Club

- Work with the City as reflected in the attached letter from the Club dated July 23, 2015.
- Initiate a fundraising campaign intended to generate \$500,000 to be utilized for construction of the Project.
- Attempt to generate funds as needed to construct the project with Bonnie Wenk Phase II and as indicated and identified in the project bid alternate.
- Pay for design fees related specifically to the Project except for those civil engineering design services noted above to be paid by the City.
- Utilize the City's design professional, la terra studios, for the design of the Project.
- Be responsible for any additional consultant fees associated with managing the project post Bonnie Wenk Phase II construction, if Project funding is not available at the time of project bidding.

The Project

- It is the intent and goal for the All-Inclusive playground to be constructed as one project and preferably as part of Bonnie Wenk Phase II.
- Shall be designed to fit the brand / theme of Bonnie Wenk Phase II.
- Allow recognition to sponsoring groups in a manner mutually agreed to by the City and the Club.

- Be integrated into the overall park design to allow connectivity, access and cohesive use of all park amenities.

ACCEPTED AND AGREED:

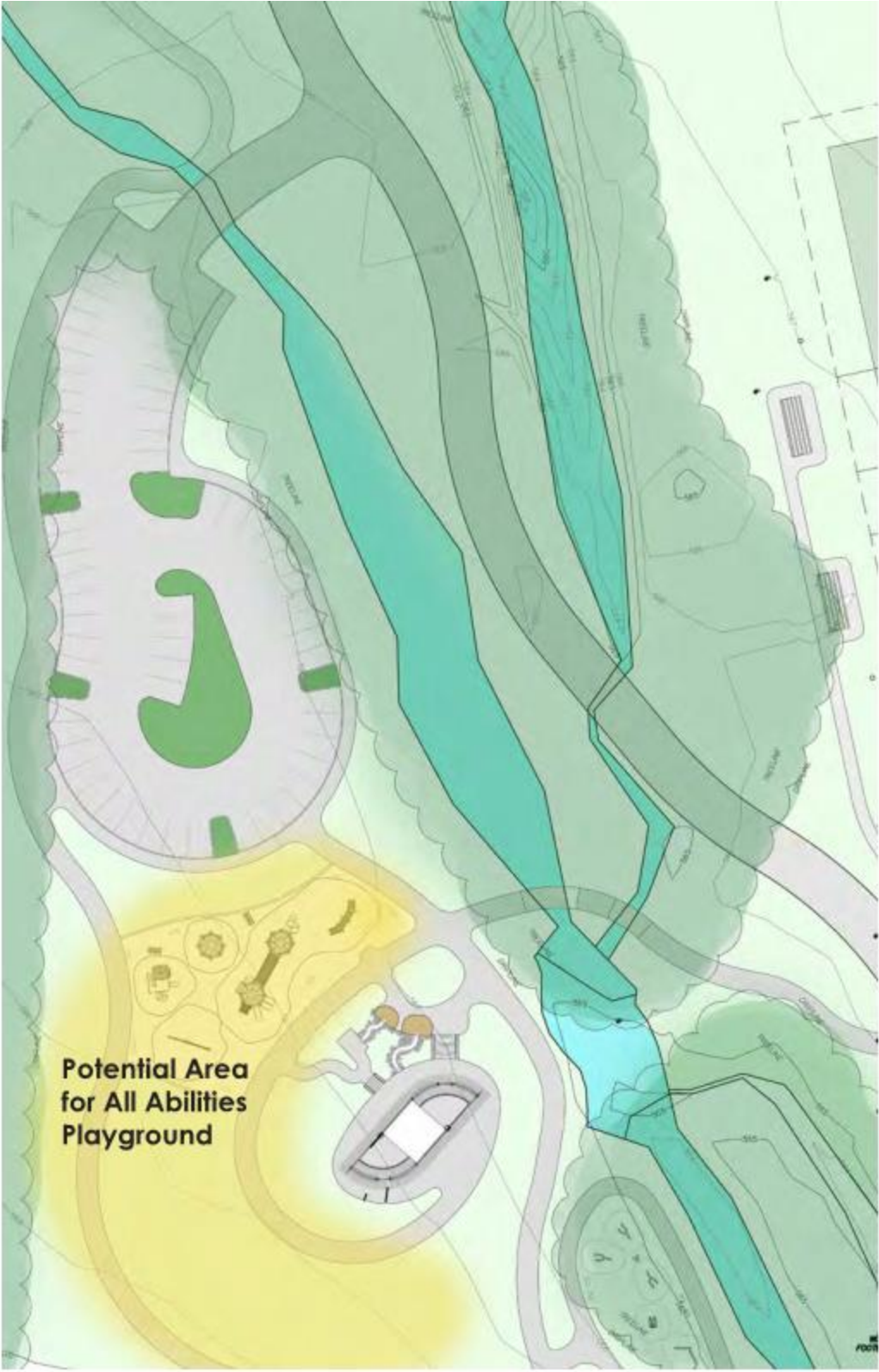
By: _____ Date _____
Tom Muehlenbeck
Interim City Manager

Name: _____ Date _____

Title: _____
McKinney Sunrise Rotary Club Representative

DRAFT

ATTACHMENT A



ATTACHMENT B

