

# Board of Park Commissioners

## Approval Form

**PROJECT NAME: Reservoir Park Court Mural Agreement**  
**Agreement Approval Request**

**Scope of Work:**

This proposed project is a collaboration between Fort Wayne Parks and Recreation, Fort Wayne Mad Ants, artist Andre Portee, and Fort Financial Bank. The artist, Andre Portee will prepare three designs for painting the Reservoir Park basketball court. These three designs will then be presented to members of the adjacent community for selection of the final design. Fort Financial has generously agreed to fund the entire project, minus court preparation work that Parks has funded out of our 2021 CIP. Fort Financial's commitment includes the project components outlined on the attached budget in the total amount of \$29,400.

**Funding Source:** Donation

**Estimated Start:** February 18th, 2022

**Estimated Completion:** May 30, 2022

**Board Approval:**

We are asking the Board to enter into a Memorandum of Understanding outlining each parties responsibility in successful completion of this project.

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## **Memorandum of Understanding**

This Memorandum of Understanding (the "MOU"), dated Thursday, February 17th, 2022 by and between Fort Financial, City of Fort Wayne Board of Park Commissioners and the Fort Wayne Mad Ants, (Together hereinafter the "Parties", or separately the "Party") for the Fort Wayne Reservoir Court Renovation Project (hereinafter the "Project").

### **1. Parties to the Agreement.**

- a. The Parties wish to enter into a joint project as outlined in this MOU;
- b. The Parties wish to record their understandings and agreements in relation to the proposed project and their various responsibilities for the proposed project.

### **2. Purpose of Agreement and Project.**

This MOU sets out the basic terms upon which the Parties would be prepared to enter into an agreement with each other in order to see the Project to its completion. The purpose of the Project is to provide a newly updated, safe and fun community area that adds value to the neighbors living within the surrounding neighborhoods and our city. All Parties wish to see this as a community project that will make a direct impact where we continue to live, work and play.

### **3. Mutual Understandings.**

It is mutually agreed upon and understood by the Parties that:

- a. The Parties agree to work together and cooperate in good faith and to fully participate to develop the project;
- b. This MOU in no way restricts the ability of the Parties to enter into any agreement with any other third party in relation to either the proposed Project or any other proposed project of a similar nature.

### **4. Responsibilities of City of Fort Wayne Board of Park Commissioners (hereinafter referred to as "BOPC").**

- a. Create a Trust Fund for monies donated by Fort Financial to be received and utilized or distributed appropriately for completion of the Project.
- b. BOPC will coordinate and work with the artist, Andre Portee to ensure initial artwork designs are completed in a timely manner.
  - i. Artist will incorporate Fort Financial "purple" into all designs for the Project.
  - ii. BOPC to introduce Fort Wayne Mad Ants staff to artist for additional video and social media documentation throughout the Project.
- c. BOPC will coordinate and work with the neighborhood basketball committee and Cooper Center kids directly to facilitate voting of each court design in a timely manner. The design with the most votes will be transformed into life size artwork on the Reservoir Park basketball courts (the Project).
- d. BOPC will oversee any and all necessary approvals including but not limited to, Park Board approval, neighborhood approval, and various city contracted work in a timely manner and will distribute funds from the Trust to cover costs of the Project.

City of Fort Wayne Board of Park Commissioners, Fort Financial, Fort Wayne Mad Ants "the Project" MOU, 2022

- e. BOPC will help keep artist on track with the mural installation timeline (all weather dependent).
- f. BOPC promises for Fort Financial logo to be near the entrance of the courts at completion of the Project.

**5. Responsibilities of Fort Financial (hereinafter referred to as “FF”).**

- a. Send all funds for this Project into trust set up exclusively for this project by BOPC.
- b. Send all logo artwork to BOPC in a timely manner.
- c. Continue open and honest communication between all Parties.
- d. FF will participate in the Project’s official Ribbon Cutting at date TBD.

**6. Responsibilities of Fort Wayne Mad Ants (hereinafter referred to as “FWMA”).**

- a. FWMA will assist with communication between BOPC and FF throughout entirety of the Project and will provide open and honest communication with all Parties.
- b. FWMA will coordinate official video and social media documentation of the Project from beginning to end.
- c. FWMA will develop and put out an official Press Release leading up to the completion of the Project, with review and approval by BOPC at date TBD.
- d. FWMA will work with and coordinate local media to be present.
- e. FWMA will assist BOPC with local food trucks and community to celebrate completion of the Project.

**7. Use of Parties’ Intellectual Property.**

- a. BOPC, FF and FWMA agree to allow use of logos only for the promotion and completion of the Project herein this MOU.

**8. General Provisions**

**a. Amendments.**

Any party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties of this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**9. The Project Fees.**

- a. FF to transfer twenty-nine thousand and five hundred dollars net (\$29,400 net) into BOPC Trust Fund. The Project Fee for the Project shall be paid by FF to BOPC in one (1) installment due and payable as follows:

**Net Due FF**

\$29,400

**Date Due**

February 18th, 2022

In Witness Whereof, the Parties hereto have executed this Agreement on the dates set forth following their signatures, with this Agreement effective as of February 18th:

**For City of Fort Wayne Board of Park Commissioners:**

**We, the Board of Park Commissioners, on the date stated do ATTEST,** and sign to the above referenced and attached documents, and approve as presented.

\_\_\_\_\_  
William Zielke, Commissioner

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Justin Shurley, Commissioner

\_\_\_\_\_  
Rick Briley, Commissioner

\_\_\_\_\_  
Cory Miller, Commissioner

**For Fort Financial:**

\_\_\_\_\_  
Signature

**For Fort Wayne Mad Ants:**

\_\_\_\_\_  
Signature

## RESERVOIR PARK COURT MURAL BUDGET

Vendor	Item	Quantity	Cost/Item	Requested Funds
Fort Wayne Parks (contracted)	crack-filling, sealing, striping courts	1	\$ 18,000.00	\$ -
Fort Wayne Parks (contracted)	benches	7	\$ 1,000.00	\$ 7,000.00
Fort Wayne Parks (contracted)	new backboards, rims and nets	4	\$ 1,000.00	\$ 4,000.00
Mobile Mini	storage unit rental	1	\$ 400.00	\$ 400.00
Andre Portee	artist design fee and installation labor	1	\$ 18,000.00	\$ 18,000.00
<b>Total</b>				<b>\$ 29,400.00</b>

Parks will fund