



COUNCIL WORK SESSION

Tuesday, November 18, 2014

6:30 p.m.

Coon Rapids City Center

Conference Room 1

Call to Order

Pursuant to Minnesota Statute 13D.04, subd. 2, the City Council will meet in work session to discuss the following:

1. Discuss Sand Creek Park Concessions.
2. Discuss Donation and Advertisement Policies for City Parks.

Other Business

Adjourn



City Council Work Session

1.

Meeting Date: 11/18/2014

Subject: Discuss Sand Creek Park Concessions

From: Tim Himmer, Public Works Director

INTRODUCTION

With the pending redevelopment of Sand Creek Park, staff is looking for direction from the City Council on how best to handle concessions at the new facility.

DISCUSSION

Plan preparation for the Sand Creek Park project is at approximately 50%, and design of the concession building has to be determined based upon the potential user(s) and desired offerings. The attached memo and draft agreement have been prepared for Council consideration and input.

RECOMMENDATION

Staff recommends working with a vendor to provide concessions, but is seeking direction from the Council on the preferred process to chose said vendor and the potential terms for such an agreement.

Attachments

Staff Memo

Draft Agreement



TO: Mayor, City Councilmembers
Steve Gatlin City Manager
Tim Himmer Public Works Director

FROM: Ryan Gunderson
Recreation Coordinator

RE: Sand Creek Concessions Stand

DATE: 11/3/14

Introduction

The concession stand at Sand Creek has been in service for approximately 30 years. The building was build and donated to the City by the Coon Rapids Athletic Association (CRAA). The first agreement was signed in 1984, with an extension in 1987 and the last signed agreement was in 1989. The 1989 agreement expired in 1994.

The agreement allowed CRAA to rent the Concession stand for \$100 per year for operating concessions in conjunction with CRAA sponsored activities or by other organizations with permission of the CRAA with written consent of the City. CRAA was responsible for all utilities and was not allowed to sub-let the facility. Over time no formal agreement was followed and no fees were collected for use.

Over the last five years the Coon Rapids North Star Lions have expanded their involvement with the concessions operations in Coon Rapids. The Club has provided food sales and preparation at a number of events and tournaments throughout the City. Recently the Club has provided service to private rentals, Coon Rapids Fastpitch Association events, CRAA events, the 4th of July Celebration, Movies in the Park, and the Summer Concert Series.

Discussion

As the City embarks on the redevelopment of Sand Creek Park and a new concessions building structure, it is important to set proper policies and agreements in place for the future operations of the park. There are a number of options to consider in planning for the future.

- Have a third party operate and lease the space
- Have City operated concession stand
- Build a bare bones stand for groups to reserve

Recommendation

Staff recommends working with a third party to provide the most robust concession stand at Sand Creek. This will minimize the City's liability and resources while allowing the tenant to provide a quality concessions program for park visitors.

**AGREEMENT BETWEEN THE CITY OF COON RAPIDS AND
_____ TO PROVIDE CONCESSION SERVICES**

This Agreement is entered into this _____ day of _____,
between the City of Coon Rapids (hereinafter, the "City") and
_____(hereinafter, the "Contractor").

RECITALS

WHEREAS, the City desires to make available food concessions at Sand Creek Complex; and

WHEREAS, the City desires to offer to patrons of those facilities beverages, hot dogs, popcorn, candy and other refreshments; and

WHEREAS, the Contractor submitted a proposal representing that he possessed the ability to provide said services, and the City desires to enter into a contract with the Contractor to provide concession services at Sand Creek Complex;

NOW, THEREFORE, the City and Contractor hereto mutually agree to the conditions and covenants set forth below.

ARTICLE I.

CONTRACT DURATION

This Agreement shall be in effect from the date of execution of this Agreement through December 31, 2017.

ARTICLE II.

DUTIES OF THE CONTRACTOR

Section 1. Food Concessions Services

The Contractor agrees to provide management services for food concessions from the time this contract is executed through October 31, 2017 at the following City-owned facility:

Sand Creek Complex, located at 1008 Northdale Boulevard.

Section 2. Inventory Requirements

The Contractor agrees to purchase and maintain an inventory of food and to provide such food as concession sale items. The Contractor agrees further to provide other supplies as necessary for proper concession operations.

Section 3. Specific Food Concessions to be Provided

The Contractor agrees to provide beverages, hot dogs, popcorn, candy, and other refreshments for sale to the general public at the locations listed in Section 1 above. The Contractor shall submit a list of food and drink items to be provided and a price list for approval by the City of Coon Rapids Public Works Director.

Section 4. Responsibility for Facilities

The Contractor will be responsible for any damage to the Sand Creek concession building, utilities, equipment, appliances, and other items at the concession building.

Section 5. Times and Dates of Food Concessions Sales

At a minimum, concessions shall be open daily during league play and on the weekends during tournaments and league play, May 1, 2017 and continuing through October 31, 2017 with the exception of inclement weather and the closing of the complex, as determined by the City of Coon Rapids Recreation Coordinator. The Contractor also agrees that governmental fiscal constraints may result in closing prior to the designated closing date. The City shall notify the Contractor of the exact closing date if such closing occurs prior to the designated closing date.

Section 6. Management of Food Concession Operations

The Contractor shall provide an adult manager for concession operations. The Contractor agrees also to hire, train, and supervise all employees. The Contractor agrees that it will be responsible for all concession services and requirements.

Section 7. Goods, Supplies, Additional Equipment, Labor and Prices

The Contractor will supply all concession sales items, supplies and further equipment necessary for the concession operations. The City may review items to be sold and have the right to disallow certain items (e.g., plastic packets of mustard or ketchup, liquid non-dairy creamers, and other items with packaging that may lend to litter problems). Any price changes must be approved by the City of Coon Rapids Public Works Director. The Contractor will supply all labor and food materials necessary for the concession operation.

Section 8. Payments to City

The Contractor agrees to pay the City a facility rental fee of \$500.00 for the 2017 season. The annual rental fee shall be made to the City in two payments, a payment of \$250.00 on or before July 15, 2017 and a payment of \$250.00 on or before October 1, 2017. The Contractor agrees to maintain an internal control system which shall include a cash demand system and a cash report system approved by the City Auditor. Each payment to the City must be accompanied by a cash demand report detailing revenues and explaining any shrinkage.

Section 9. Compliance with Laws

The Contractor agrees to comply with all City Code requirements, including licensing and permit requirements for concession operations, and shall abide by the orders and instructions of the City Inspections Division. The Contractor also agrees to comply

with all local, State, and Federal laws, rules, and regulations that apply to such food concessions, including nondiscrimination provisions. The Contractor shall, at its own expense, obtain and keep in effect all licenses and permits which may be required by law to operate the concession stands.

The Contractor shall, where applicable, comply with the requirements of all federal, state, and local laws, rules and regulations relating to minimum wages, social security, unemployment insurance, and workers compensation. If required, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the appropriate governmental agency setting forth the fact that Contractor is an "Equal Opportunity Employer" and the applicable non-discrimination provisions. Contractor shall require all employees to exercise courtesy and consideration in their relations with the public.

The Contractor shall be responsible for the payment of any sales taxes and/or personal property taxes which may be due as a result of the operation of the concession stands.

Section 10. Records and Reports

The Contractor's records and accounting procedures will be subject to review and approval by the City Auditor prior to the beginning of each session. The Auditor shall have the right to be present at the taking of inventories, and to review invoices and canceled checks or receipts.

Minnesota Statutes, Section 16C.05, Subd. 5 states that the books, records, documents, and accounting procedures and practices of the Contractor relevant to this Contract are subject to examination by the City and either the Legislative or State Auditor as a result of this Contract.

Section 11. Clean Up and Area Maintenance

The Contractor agrees to be responsible for policing each of the locations listed in Section 1 above for all concession-related debris. The Contractor shall be responsible for the cleaning of all equipment and the removal of all food and beverage supplies immediately following the close of each of the seasons at the facilities. The Contractor shall be responsible for the timely and prompt clean up of all concession related debris, including liquid spills, located within 100 feet of the concession location.

Section 12. Keys

The Contractor agrees to abide by the Parks Division key policy, as outlined in the attached Exhibit A which is incorporated herein by reference.

ARTICLE III.

DUTIES OF THE CITY

The City will supply the concession buildings at Sand Creek Park with utilities (not including telephone). The building has a three-compartment sink, table and/or counter space, refrigerator, ice machine, and a cash register. The City will be responsible for repair or replacement of existing equipment necessitated by normal use and wear. The Contractor will be responsible for intentional or negligent damage to the concession building, equipment, appliances, and misuse of utilities.

ARTICLE IV.

OPTIONS

The Contractor agrees that, in the case of a need for additional or new equipment to provide concessions, the Contractor will notify the City of such need and the City may purchase such necessary machines, contingent upon the approval of the City Council.

ARTICLE V.

INSURANCE AND INDEMNIFICATION

Section 1. Insurance

During the performance of services, the Contractor shall maintain the following minimum insurance coverage:

A. Comprehensive General Liability Insurance: \$1,000,000 combined single limit with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$1,000,000 for each occurrence.

B. Automobile Liability Insurance: Per Statute.

C. Workers Compensation Insurance in accordance with Minnesota State Laws.

D. Property damage insurance to cover Contractor's property used in connection with its performance under this Agreement in the amount of \$100,000.

E. The Contractor agrees to name the City as additional insured in the Comprehensive General Liability insurance policies and to provide a certificate of all insurance coverages to the city before commencing concession operations.

F. The Contractor agrees to notify the City twenty-five (25) days prior to cancellation or a change in any of the aforementioned policies.

Section 2. Indemnification

The Contractor shall defend, indemnify and hold harmless the City, its officials, agents and employees, from any and all claims, causes of action, lawsuits, damages, losses or expenses, including attorney fees, arising out of or resulting from the Contractor's (including its officials, agents or employees) performance of the duties

required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom and is caused by any negligent act or omission or willful misconduct of the Contractor including its officials, agents or employees.

ARTICLE VI.
MISCELLANEOUS

Section 1. Non Discrimination

In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, the Contractor shall not discriminate against any person on the basis of race, creed, color, ancestry, sex, national origin, religion, familial status, sexual preference, age, disability, or status with regard to public assistance to perform the work to which the employment relates. In addition, the Contractor agrees not to violate the Human Rights Act, Minnesota Statutes, Section 363 in the performance of its duties under this Agreement.

Section 2. ADA Compliance

The Contractor agrees to comply with the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought by third parties alleging a violation of ADA and/or Section 504 by the Contractor. The City of Coon Rapids does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs, or activities. The City has designated coordinators to facilitate compliance with the Americans With Disabilities Act of 1990 (ADA), as required by

Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

Section 3. Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is to be and shall remain as independent contractor with respect to all services performed under this contract. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this contract, and shall not be considered employees of the City, and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contracts or employees, shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitations, tenure rights, medical and hospital care, sick and vacation

leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

Section 4. This Agreement shall be governed by the laws of the State of Minnesota.

Section 5. This Agreement represents the entire Agreement between the Contractor and the City and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

Section 6. The Contractor may not assign or otherwise dispose of this Agreement except with the written consent of the City.

Section 7. Mediation

The City and the Contractor agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this agreement to mediation. The mediation shall be conducted through The Mediation Center, 1536 Hewitt Avenue, St. Paul, Minnesota, 55104. The parties here to shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

Section 8. City Policies

The Contractor agrees, as a condition of being awarded this contract, to require each of its agents, officers and employees to abide by the City of Coon Rapids's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times

while performing duties pursuant to this contract. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Contract and sufficient grounds for immediate termination of the Contract by the City.

ARTICLE VII.
TERMINATION AND NON-PERFORMANCE

The contract may be terminated by the City with or without cause at any time upon written notice to the Contractor. If the Contractor fails to perform its duties as listed in article II, it shall be notified in writing by the City that it is in default and shall pay the city liquidated damages in the amount of 20% of all gross revenues generated to the date of the default unless the default is cured within 10 days. If the City terminates the agreement early, the rental rate will be prorated per the days utilized. The Contractor waives the right to cancel the agreement during the operational months of May-October. The Contractor may cancel the agreement, during the remaining months, if submitted in writing before November 30th of the current contract year.

If the Contractor refuses or fails to furnish goods or services in accordance with the requirements of the contract, the City may contract with another Contractor to provide such goods or services.

CITY OF COON RAPIDS

By: _____
Steven Gatlin
Its City Manager

Reviewed and approved by the
City Attorney.

City Attorney

CONCESSIONS

By: _____
Its: President



City Council Work Session

2.

Meeting Date: 11/18/2014

Subject: Discuss Donation and Advertisement Policies for City Parks

From: Tim Himmer, Public Works Director

INTRODUCTION

Staff is looking for direction from the City Council on whether they are interested in further developing advertisement and donation policies within City parks.

DISCUSSION

Staff and Council previously met in work session to discuss many aspects of the park bond referendum. At that meeting, there were already requests being submitted to staff for advertising and donation opportunities in the parks planned for redevelopment. Attached is a staff memo and draft policies/contracts for Council consideration and input.

RECOMMENDATION

Staff is seeking direction from the Council on whether there is support for further development of these draft policies/contracts.

Attachments

Staff Memo

Draft Donation Policy

Draft Advertising Contract



TO: Mayor, City Councilmembers
Steve Gatlin City Manager
Tim Himmer Public Works Director

FROM: Ryan Gunderson
Recreation Coordinator

RE: Park Advertizing and Donations

DATE: 11/5/14

Introduction

At an earlier Council Work Session discussing the parks bond projects, advertizing, donations, and naming for parks was mentioned. Staff has developed a general draft of an advertisement contract, which parallels that of the Coon Rapids Ice Center, and a donation policy for Council to review.

Discussion

Parks and Recreation facilities are spaces open to the general public. From time to time interest is expressed in donating to the park system for memorial and improvement reasons. Most donations have been in the form of trees and benches in parks and along trails. However, with the passing of the parks bond referendum there has been interest in donations and naming of parks. The Council packet includes a sample draft of a donation policy for review and comment at a later date.

The packet also includes a sample of an advertizing contract for potential advertizing revenues at Athletic Complexes in the City. Discussions will need to happen around pursuing the allowance of advertizing in public space and under what parameters. Currently advertizing is allowed in the Coon Rapids Ice Center and at Aspen Park, home of Coon Rapids Central Little League.

Recommendation

Staff is seeking direction on the above Park Policy formation. Please review and react to the included documents to further this discussion.

CITY OF COON RAPIDS PARK PHYSICAL IMPROVEMENT DONATION POLICY

(INTRODUCED AT 11/18/14 COUNCIL WORK-SESSION)

INTRODUCTION

For many years, the City has allowed private individuals and organizations to dedicate improvements in Coon Rapids parks. The vast majority of these installations have been simple park benches (with a small donor recognition plaque) and trees (typically without any donor recognition plaque). Occasionally, more elaborate improvements were installed with support of local athletic and civic groups. This policy defines the types of allowable park physical improvement donations, the procedures to approve them, and the conditions and timeline under which they are allowed to remain.

PURPOSE OF PARK PHYSICAL IMPROVEMENT DONATIONS

Coon Rapid's parks are developed, maintained and operated for the benefit of the general public. As with other public infrastructure, resources needed to run the park system are limited and donations from private entities, sometimes in the form of memorials, offer a way to make improvements that may not be implemented with existing resources. Park physical improvement donations often have two components:

- 1) Park Physical Improvement
- 2) Donor Recognition Component

The "Donor Recognition Component" of a park physical improvement donation should be incidental to the "Park Physical Improvement". The "Park Physical Improvement" should fulfill an identified need in our park system while the "Donor Recognition Component" should not detract from the public enjoyment of the installation or surrounding park. As delineated in this policy, opportunities for physical improvement donations may be limited in a given park and the physical improvement like other park infrastructure, have a limited useful life. Therefore, it may not be possible to accept physical improvement donations in some locations and it is understood that approved installations will be removed when they are no longer serviceable or conflict with other park system needs.

POLICY

For purposes of this policy, park physical improvement donations have been divided into three categories: *Standard Benches and Trees*, *Other Park Physical Improvement Donations* and *Park Donation Recognition Areas*. The policy governing each category follows.

Standard Benches and Trees

- Under the direction of the City Manager, staff will establish a standard model of bench and donor recognition plaque which suits the needs of the park system and is readily available.
- Staff, specific to each park, shall identify allowable locations and numbers of standard park bench locations to insure that only benches needed to enhance the park are installed and that they do not detract from the intended park experience.
- Allowable tree species and locations shall be consistent with the nature of the specific park and shall be in a location where the tree will thrive.
- As delegated by the City Manager, the Assistant Maintenance Superintendent has approval authority for standard benches and trees as outlined in this policy.
- Donors will be given a copy of this policy prior to submitting a donation application to the City.
- The donor shall make application to the Maintenance Division for either a standard bench or tree.
 - Standard bench – the donor shall be responsible for the delivered cost of the bench as well as the concrete slab under the bench. The donation application will include payment to the City for the cost of the concrete slab installation. Once the application is approved by staff, the donor will purchase the bench directly from the City-approved vendor, and the bench will be delivered to the City. The City will then coordinate the installation of the bench and concrete slab under the bench.
 - Tree – the donor shall be responsible for the delivered cost of the tree. The donation application will include payment to the City for the delivered cost of the tree. Once the application is approved by staff, the City will purchase the tree and cover all costs associated with planting the tree.
- For standard benches, the donor shall be responsible for engraving the standard recognition plaque. The City will install the plaque once engraved.
- Photos, pictures or depictions of the recognition subject are prohibited on the bench recognition plaque.
- Logos, symbols or graphics are limited to no more than 50% of the total space on the bench recognition plaque.
- Language included on the bench recognition plaque is subject to the following restrictions:
 - Shall not directly or indirectly endorse or promote unlawful activity.
 - Shall not directly or indirectly endorse or promote age-restricted products such as alcohol or tobacco products, or other products generally considered detrimental to the health, welfare or safety of children.
 - Shall not directly or indirectly endorse or promote sexually explicit signs or graphics, including signs that describe sexual conduct in a patently offensive manner.
 - Shall not directly advertise market or promote a business, organization or cause by including a sales pitch, phone number, website address, social media address or QR code.

- All plaques are intended to recognize a person, or a group of people or an event, and the language/engraving on the plaque shall reflect that intent. All other types of proposed park physical improvement donations will be reviewed on an individual basis (see Other Park physical improvement donations section below). No plaques will be placed at tree installations.
- The City will take normal care to protect and maintain benches and trees. Benches and trees will be removed if they conflict with other needed park improvements, if they are vandalized beyond reasonable repair, or if they have exceeded their useful service life.
- The City will attempt to contact the donor to inform them of the pending removal of their donated bench or tree. If it is determined to be in the best interests of the park system, the donor may be afforded the opportunity to repair or replace the bench or tree at the donor's expense. The City is not obligated to repair or replace the bench or tree.
- The donation will be formally accepted by the City Council.
- Thank you letters will be sent to donors.
- Upon installation, the bench or tree becomes the property of the City.
- Occasionally, members of the public will donate small to medium sized amenities or fixtures such as wood duck houses, chimney swift houses, assorted Eagle Scout projects, etc. The acceptance of these donations shall follow the same policy guidelines as listed above for Standard Benches and Trees.
- Park physical improvement donations that were installed prior to the approval date of this updated policy that do not comply with the policy shall be "grandfathered in" and may remain in the park as a non-conforming physical improvement donation. At such time that the non-conforming park physical improvement donations, in the sole discretion of the City, have exceeded their useful life, are vandalized beyond reasonable repair, or conflict with other park improvements, the donated improvements will be removed. Any "grandfathered in" improvements that are requested to be refurbished, modified or replaced, must comply with the current Park Physical Improvement Donation Policy.

Other Park Physical Improvement Donations

- All other types of proposed park physical improvement donations will be reviewed on an individual basis. The following items will be considered when reviewing such proposals:
 - The extent to which the park function of the donation proposal satisfies identified needs within Coon Rapid's park system.
 - Integration, both visually and functionally, of the donation proposal into the park.
 - Whether the proposed park physical improvement donation is at a site identified in the City's master plan of locations for potential physical improvement donation in selected City parks, which serves as guide to individuals requesting park physical improvement donations
 - The balance between the donor recognition component of the donation and the park physical improvement. To be approved, the donor recognition component must be incidental to the park physical improvement, and should not detract from the public enjoyment of the installation, nor the surrounding park.
 - Physical improvement donations are not to be large or ostentatious, nor of a design that places the focus on the donor recognition component versus the park physical improvement.

- The park physical improvement and associated recognition component shall not give the appearance of an edifice or monument that would typically be found in a cemetery. The following types of park physical improvement donations are not acceptable:
- Polished granite type markers that are similar in style as grave markers, gravestones or other cemetery monuments.
- Photos, pictures or depictions of the recognition subject.
 - In most cases, the donor recognition component of the proposal will be limited to two (2) square feet of area (e.g. 12" x 24" or 17" x 17") and will be placed in a non-visually prominent location within the installation.
 - Graphics on the recognition component must be related to the park or architectural aspects of the donation and will not directly reference or depict the subject of the donation.
 - Logos, symbols or graphics are limited to no more than 50% of the total space on the donor recognition component.
 - Electronic signs and audio/video displays are prohibited.
 - Language included on the physical improvement donation is subject to the following restrictions:
 - Shall not directly or indirectly endorse or promote unlawful activity.
 - Shall not directly or indirectly endorse or promote age-restricted products such as alcohol or tobacco products, or other products generally considered detrimental to the health, welfare or safety of children.
 - Shall not directly or indirectly endorse or promote sexually explicit signs or graphics, including signs that describe sexual conduct in a patently offensive manner.
 - Shall not directly advertise, market or promote a business, organization or cause by including a sales pitch, phone number, website address, Twitter address or QR code.
- Shall be a donation to recognize a person, or a group of people or an event, and the
 - language/engraving on the plaque shall reflect that intent. All other language will be reviewed on an individual basis. All proposals shall be submitted to the Park and Recreation Manager and reviewed by both Park and Recreation and Public Works Maintenance staff.
- An agreement will be drafted between the donor and the City that includes the following:
 - Clear description of the proposed installation.
 - Outline of financial obligations (in most cases, the entire financial burden will lie with the donor).
 - Clarification of maintenance responsibilities (in most cases, any maintenance requirements beyond what is currently provided by the City will be the donor's responsibility).
 - Outlines the conditions and timeframe for the eventual removal of the installation.
- The proposal, along with a report and recommendation from staff, will be presented to the Parks, Arts, and Recreation Commission for review and for their recommendation regarding approval to the City Council.

- Final approval and acceptance of the park physical improvement donation and the associated agreement by the City Council is required.
- The City will take normal care to protect and maintain park physical improvement donations. Park physical improvement donations will be removed if they conflict with other needed park improvements, if they are vandalized beyond reasonable repair, or if they have exceeded their useful service life.
- The City will attempt to contact the donor to inform them of the pending removal of their park physical improvement donation. If it is determined to be in the best interests of the park system, the donor may be afforded the opportunity to repair, replace or take possession of the memorial at the donor's expense. The City is not obligated to repair or replace the park physical improvement donation. Thank you letters will be sent to donors.
- Upon installation, the memorial becomes the property of the City.
- Park physical improvement donations that were installed prior to the approval date of this updated policy that do not comply with the policy shall be "grandfathered in" and may remain in the park as a non-conforming physical improvement donation. At such time that the non-conforming park physical improvement donations, in the sole discretion of the City, have exceeded their useful life, are vandalized beyond reasonable repair, or conflict with other park improvements, the donated improvements will be removed. Any "grandfathered in" improvements that are requested to be refurbished, modified or replaced, must comply with the current Park Physical Improvement Donation Policy.

Park Donation Recognition Areas

- The City Council may designate a City park or a defined section of a City park as a "park donation recognition area."
- "Park donation recognition areas" shall be intended to recognize a prominent or historic person, a significant event or a notable group of people, such as a veterans' memorial.
- "Park donation recognition areas" are not cemeteries and the remains of humans, pets, etc. are not permitted to be interred in a City park.
- Designated "park donation recognition areas" would permit the installation of large structures, fountains, statues, plazas, flag poles, audio/visual displays, markers and gardens.
- "Park donation recognition areas" shall be public spaces designed and developed primarily by the City's Parks and Recreation Division as a component of the City's parks system.
- While the City may choose to partner with individuals or groups to develop and maintain "park donation recognition areas", these are City park facilities and not privately-donated facilities.
- The City shall have full authority as to the location, design, amenities, operations and maintenance of "park donation recognition areas."

**CITY PARK ADVERTISING CONTRACT
CITY OF COON RAPIDS**

Page 1 of 2

In consideration of \$_____, the City of Coon Rapids (hereinafter referred to as “City” hereby leases to _____, (hereinafter referred to as “Advertiser”) an advertising space at _____ a Coon Rapids City Park (hereinafter referred to as “PARK”) for _____, 2____ through _____, 2_____.

The following terms are desired: (please initial one)

_____ \$500.00 per year for a five year commitment

_____ \$1,000.00 per year for a three year commitment

This contract is made subject to the following conditions:

1. The first payment is due immediately upon execution of this lease and the remaining payment shall be due and owing on or before April 1st, annually per contract length. Payment shall be made to the City of Coon Rapids, 11000 Crooked Lake Blvd. NW, Coon Rapids, MN 55433.

2. The City may remove any advertising for which any payment is delinquent.

3. The Advertiser is responsible for electronically providing required graphics to the Recreation Coordinator for logo production.

4. The Advertiser understands and acknowledges that the logo may be covered for a private exclusive use event. Advertiser will receive a three inch by four inch recreation program ad at no charge should that occur.

5. The City reserves the right to reject any Advertiser or advertising materials which, in the sole opinion of the City, will reflect negatively on the City. The City agrees not to unreasonably reject any advertiser or advertising materials.

**CITY PARK ADVERTISING CONTRACT
CITY OF COON RAPIDS**

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6. Advertiser will receive \$200.00 credit toward the initial cost of creating the advertising logo. Any cost above that \$200.00 amount will be paid in full by the advertiser within 30 days after the logo is displayed. Any modification or replacement of the logo shall be paid in full by the Advertiser.

Dated: _____

CITY OF COON RAPIDS:

ADVERTISER:

By: _____
Ryan Gunderson
Coon Rapids Recreation Coordinator
11000 Crooked Lake Blvd.
Coon Rapids, MN 55433
763-767-6513

Signature of Advertiser

Print Name

Organization

Title

Mailing Address

Telephone