



COUNCIL WORK SESSION

Tuesday, June 9, 2015

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. Event Stage Discussion
2. Recreation Programs
3. Facility Policies
4. Park Policies and Ordinances

Other Business

Adjourn



City Council Work Session

1.

Meeting Date: 06/09/2015

Subject: Event Stage Discussion

Submitted For: Tim Himmer, Public Works Director

From: Ryan Gunderson, Recreation Coordinator

INTRODUCTION

With the update of the park system and multiple venues for community events, the supporting volunteer groups of these events would like to discuss the need and potential purchase of a portable stage.

DISCUSSION

Members of the Coon Rapids North Star Lions and Community Strength Foundation will present the need and use of a portable stage system. This stage would serve events that take place at the Coon Rapids Ice Center, Sand Creek Park, and other community event locations. Purchase of a stage system would affect future park development and potential need for a amphitheater.

RECOMMENDATION

Staff seeks direction in moving forward with City involvement in potential need of a stage system.



City Council Work Session

2.

Meeting Date: 06/09/2015

Subject: Recreation Programs

Submitted For: Ryan Gunderson, Recreation Coordinator

From: Ryan Gunderson, Recreation Coordinator

INTRODUCTION

Introduction

With the current redevelopment of parks and trails ongoing staff has been evaluating for future use and promotion of the park facilities.

DISCUSSION

Community Engagement through Parks and Recreation

Parks and recreation can provide avenues for community engagement across diverse groups and generations. Currently the City has little engagement with the users of park facilities and young families in the City. The City has relied on sports associations and community education to provide activities for public consumption. The only direct engagement the City has is through the “Learn to Skate” and “Safety Camp” programs. Staff believes there are opportunities for the City to take on a larger role in programming at City facilities and/or in collaborating with existing groups to enhance recreational opportunities. The purpose of this topic is not to have Council make any specific decisions regarding recreational programming, but rather it is intended to gauge the types of new recreational and programming opportunities the Council would be open to considering in the future.

Anoka-Hennepin Community Education

The City has worked with A-H Community Education, last updated in 1992. The current funding request for the school 2016 budget year is \$96,805. This includes \$81,115 for youth programs at seven Coon Rapids elementary schools and \$15,690 for Teen Programs. A memo from Sandra, Bengtson, Community Education Supervisor, is included in the packet and representatives from Community Education will be in attendance for any questions Council may have with regards to the programs offered by the Community Education in Coon Rapids.

2016 Playground Program

Staff is researching and developing a summer playground program for Riverview in 2016 and adding Sand Creek Park in 2017. This popular program for young children and families is a way to engage the Community in our park system. The program would offer a morning preschool and afternoon elementary age programming. These programs will offer entry into the park system and can filter children to the City teen center over time. Staff would be comprised of seasonal part-time recreation employees.

Pickleball

A number of residents have expressed concern with the current pickleball court offering in Coon Rapids at Moor

Park. With budget constraints at Sand Creek Park, tennis and/or pickleball courts were eliminated from the project. Staff is researching the need and potential location of future courts. A site should have off-street parking and running water restrooms. Locations to consider include Crooked Lake, Sand Creek, and Riverwind Parks. Currently organizers report around 100 people are part of the area group that utilize courts in Ramsey and Coon Rapids.

RECOMMENDATION

Staff seeks discussion around future recreation programming in the City and direction on how Council would like us to proceed.

Attachments

AHCEagreement

Community EducationMemo

Rec Data

JOINT POWERS AGREEMENT

FOR THE COMMUNITY SCHOOL PROGRAM AND FACILITY USE

(Final Draft - School Board Approved 12/9/91)

THIS AGREEMENT, made and entered into this 28th day of January, 1992, by and between the Anoka-Hennepin Independent School District No. 11 (hereinafter called School District and the Municipality of Coon Rapids (hereinafter called the Municipality) who are parties hereto.

WITNESSETH:

WHEREAS, pursuant to the authority granted by M.S. 471.59 and M.S. 121.85 to 121.88 (Subd. 1-5), the School District and several municipalities within said district entered into a Joint Powers Agreement on January 28, 1992, to implement a Community School program within the participating communities, in order to provide recreational, educational and social services to the citizens, and

WHEREAS, the School District is committed to provide a basic level of service for a Community School program for all residents of the school district regardless of municipality of residence, which may include, but is not limited to, the delivery and administration of youth, teen, and adult programs, facility use, and school and community involvement, and

WHEREAS, the school district encourages each Municipality to provide supplemental funds for optional services, which may include, but are not limited to, the delivery and administration of increased levels of basic services, summer program, key communicator, and joint use of school and municipal facilities, and

WHEREAS, the parties thereto desire to make certain changes in said previous agreement, and

WHEREAS, the parties agree that all previous Joint Powers Agreements between the municipality and Anoka-Hennepin District #11 for Community Education are superceded by this agreement, and

NOW, THEREFORE, the Community School program, as one part of the District 11 Community Education program, shall be administered by the Community Education department of the school district with all rights and responsibilities pertaining thereto, except as provided within this agreement and any optional service agreements, and

BE IT FURTHER AGREED, by and between the parties as follows:

Advisory Committee Responsibilities

- A. The Community School Advisory Committee shall perform an advisory function to the Anoka-Hennepin Community Education Advisory Council. Its major

responsibility shall be, but not limited to, the following :

1. Give direction and recommend policy, to the overall development of the Community School program as it relates to District No. 11.
 2. Recommend an annual budget for community school programs and service levels as part of the districtwide budget setting process.
- B. Meetings shall be as needed, but no less than two times a year, and otherwise as specified in rules and procedures.
- C. The Advisory Committee shall have no taxing power.

Community School Advisory Committee Membership

- A. One member shall be appointed by the governing body of each participating municipal governmental unit (Anoka, Coon Rapids, Andover, Champlin, Blaine, Ramsey, Dayton, Brooklyn Park and Ham Lake).
- B. One member each representing Elementary and Secondary Principals.
- C. Additional at-large members as agreed upon by the membership.
- D. The Director of Community Education shall be an Ex Officio member.
- E. The term of members and officers shall be for the calendar year. Members shall be eligible for reappointment. The Advisory Committee shall elect its own officers, in addition, shall adopt its own rules and procedures that are consistent with the terms of the agreement.

Budget Development

- A. The Community School budget shall set forth the proposed program of activities to be provided on a districtwide basis, and within each of the participating municipalities and shall be reviewed annually.
- B. The Director of Community Education shall recommend the Community School program budget to the Community School Advisory Committee, which will then make recommendation to the Anoka-Hennepin Community Education Advisory Council. The Advisory Council will incorporate the Community School budget into the overall Community Education budget, and make recommendation to the school board.
- C. The Director of Community Education shall submit, no later than June, the proposed basic services for the following calendar year to each participating municipality along with a proposed agreement for optional services to be purchased by the municipality.
- D. The municipality shall act upon the proposed agreement for optional services for the following year no later than December.
- E. Upon approval of the agreement for optional services, the municipality will be billed for one half of the approved amount payable to the School District in

June, and the final payment shall be billed and payable in January not to exceed the approved amount.

- F. The Director of Community Education shall prepare an annual report, and/or additional reports, as agreed upon with individual municipalities. These reports shall include a summary of programs and services, participation and enrollment data, and other pertinent financial data.

Rights and Responsibilities

A. School District

1. The school district, through the Director of Community Education, or his/her designee, shall administer the Community School program including the basic services and optional services purchased by the municipalities. All personnel under the Community School program shall be considered to be employees of the School District and shall come under the school district's terms and conditions of employment.
2. The school district shall fund 100% of the basic services.
3. The school district shall appoint two principals to the Community School Advisory Committee.

B. Municipality

1. The municipality shall fund 100% of the optional services.
2. The municipality shall appoint one representative to the Community School Advisory Committee.
3. Future employment or transfer of a Community School Coordinator or Assistant Coordinator shall be done in consultation with the governmental body within which the school is located and the Building Principal.
4. Specific personnel issues raised by the Municipality should be given to the Community Education Director in writing for resolution within established school district policies and procedures. The Director shall make his/her best effort to bring the issue to resolution with the Municipality.

School and Park Facilities

- A. Use of school facilities shall be in accordance with the administrative handbook of the School District. Use of municipal facilities shall conform to policies established by each governmental body.
- B. Each governing body shall be responsible for the maintenance and repair of their facilities. The Director of Community Education shall bring to the attention of the appropriate municipal or school official items in need of repair or maintenance and a suggested time when the maintenance might be performed so as not to disrupt programmed activities.

C. The construction of any new facilities shall be the prerogative and responsibility of each governmental body.

D. In order to minimize duplication and thereby reduce costs, the parties are encouraged to enter into supplementary maintenance agreements for each project or facilities jointly used, taking into consideration sharing of staff and equipment, rental of equipment, joint purchase of equipment, etc., for park development and maintenance purposes.

Liability: Each party shall assume sole responsibility for injuries to users by its facilities while the facilities are being used. Each party shall secure proper liability insurance to provide for any such claim.

Length of Agreement and Termination: This agreement shall take effect upon approval by the School District and the participating governmental bodies. It may be terminated as it pertains to any of the parties by providing at least one hundred eighty (180) days written notice to the Community School Advisory Committee. City councils shall review the program annually and may increase or decrease their individual budgets for the Community School program.

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective the day and year first above written.

ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT NO. 11

By

Jan Stul
Chairperson

Maurice Galsan
Clerk

MUNICIPALITY

BY

William J. Thompson
Mayor

Betty Backes, CMC
Clerk

MEMO

Date: May 21, 2015
To: Matt Stemwedel, Coon Rapids Assistant City Manager
From: Sandra Bengtson, Community Education Supervisor
Re: Community School Budget Proposal 2015

I am requesting the support of the City of Coon Rapids for the Community School program during the 2016 budget year. Please contact me at 763-506-1263 or Sandra.Bengtson@anoka.k12.mn.us if you have questions. I would welcome a meeting to discuss this service and funding request in more detail.

Services Provided With Joint School District/City Funding

- 1) Youth Programs and activities – 30 per building per quarter at the seven Coon Rapids elementary schools
- 2) Teen Program subsidy at Northdale and Coon Rapids Middle School

Cost of Services – City of Coon Rapids Share

Youth Program \$81,115.00 (Reflects increase due to salary and health benefit increases)
Teen Program Subsidy \$15,690.00 (No change)
Summer Program \$00,000.00 (Funding was cut last year)
TOTAL \$96,805.00

Note: In the past the city has provided funding for summer programming. We would be happy to provide summer programming again if funds were made available.

Information For City Workload Measures

	2013 Actual	2014 Projected	2014 Actual	2015 Projected	2016 Projected
Number of enrollments: Summer	1,890	2,000	1,410	0	0
Average number of youth programs per building per quarter	34	30	30	30	30
Number of enrollments: Youth	8,723	8,500	6,051*	8,500	8,500
Number of enrollments: Teen	18,835	21,000	18,844	20,000	20,000

* Not all numbers have been reported. An updated report will be sent in October, as was the case last year. The 2014 June report of 5,323 was updated to 8,723.

	City	Population	Rec Dept.	Community Ed	FT Emp	Rev	Expenses	Recovery	Give CE\$	Communicate	Cost Goal
1	Minneapolis	400,079									
2	St. Paul	294,873									
3	Rochester City	110,731									
4	Bloomington	86,321	X	Blend	6	875,000	1,370,000	64%	No	X	No
5	Duluth City	86,125	X	X	10	2,680,000	2,680,000	100%	No	X	
6	Brooklyn Park	78,373	X	Blend	17	1,600,000	3,240,000	49%	No	X	
7	Plymouth	73,987	X	Blend	8	1,820,000	1,820,000	100%	No	X	25-40%
8	Woodbury	65,659	X	Blend	8	914,500	1,480,000	62%	No	X	60%
9	Eagan	65,453	X	Blend	13	701,700	2,200,000	32%	No	X	No
10	Maple Grove City	65,406	X	Blend	13	1,430,000	3,220,000	44%	NO	X	
11	Eden Prairie	62,164	X	X	7	2,470,000	2,470,000	100%	No	X	Yes
12	Coon Rapids	61,843		X	3	180,600	370,233	49%	Yes	X	No
13	Burnsville	61,052	X	Blend	6	676,000	1,410,000	48%	No	X	
14	Blaine City	59,340	X	Blend	6	366,750	1,010,000	36%	No	X	No
15	Lakeville	57,487	X	Blend	5	321,685	608,476	53%	No	X	in dev.
16	St. Cloud City	52,678	X	X	7	292,000	1,320,000	22%	No	X	No
17	Minnnetonka	51,028	X	Blend	10	1,330,000	2,890,000	46%	No	X	
18	Apple Valley	49,996	X	Blend	7	954,000	891,250	107%	No	X	informal



City Council Work Session

3.

Meeting Date: 06/09/2015

Subject: Facility Policies

Submitted For: Ryan Gunderson, Recreation Coordinator

From: Ryan Gunderson, Recreation Coordinator

INTRODUCTION

The City offers and maintains many park and recreational facilities for public consumption. It is important to have sound policies in place for guiding use of public property. Current City ordinances, policies, and agreements help accomplish this mission.

DISCUSSION

Affiliation Agreements

The City currently has Affiliation Agreements with a number of local athletic associations. These agreements were executed in 2008 and need some updating. Leadership has changed with most groups and some have merged operations. The intent is to notify the associations of the need to meet with each group and update the agreements. Specifically there is a need to memorialize tournament requests, league schedules, and maintenance procedures. The City intends to meet with groups following the summer season and have agreements ready for approval late this Fall.

Special Use & Exclusive Use of Parks

Currently the City has a one page permit for special and exclusive use of City facilities. Requests for these uses have become more cumbersome for staff to execute based on size of events. Additionally, there is little understanding of the true budget impact for staff time in coordinating and executing these events. With the addition of the Ice Center site, there are no fees or structure in place for the operation of special events. Staff plans to update the permit procedures to accomplish a more smooth process and better show true costs to events.

Picnic Shelter Reservation Policy

The City has a number of new picnic shelters throughout the park system. These newer shelters have electricity and accompany many new park playgrounds. Requests for these facilities have been on the rise, however continue to be used only on first come, first served basis. Lions Park and Crooked Lake Park are the only parks requiring a permit for guaranteed use. Riverview Park is planned to be added in 2016. According to Ordinance (10-412) shelters should not be used without a permit. Staff plans to update ordinances and policies for 2016.

RECOMMENDATION

Staff seeks comments or concerns in moving forward with policy updates.

Attachments

Affiliation Agreement

Exclusive Use permit

**AGREEMENT FOR YOUTH SPORTS ASSOCIATION AFFILIATION
WITH THE CITY OF COON RAPIDS**

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the CITY OF COON RAPIDS, a municipal corporation and political subdivision of the State of Minnesota, hereinafter referred to as "CITY", and _____, hereinafter referred to as "ASSOCIATION"; and

WITNESSETH:

WHEREAS, the CITY has constructed, operates and maintains facilities within its Parks and Recreation System which are available for a multitude of active and passive recreation and education activities; and

WHEREAS, the CITY expends significant public funds on its Parks and Recreation System to benefit the Citizens of the City of Coon Rapids; and

WHEREAS, the ASSOCIATION is a Minnesota non-profit corporation that provides sports-related activities to Coon Rapids citizens and non-city participants utilizing the services of numerous volunteers; and

WHEREAS, the ASSOCIATION is a significant user of city-owned and maintained recreational facilities; and

WHEREAS, it is determined to be in the best interests of the CITY to work cooperatively with the ASSOCIATION to provide sports-related activities in an efficient and effective manner to benefit the citizens of the CITY.

NOW, THEREFORE, it is hereby agreed by and between the CITY and the ASSOCIATION as follows:

1. The CITY will recognize the ASSOCIATION as a designated CITY-affiliated sports association upon the following conditions:
 - a. The ASSOCIATION must be a legally recognized non-profit corporation in Minnesota.
 - b. The ASSOCIATION must have participation guidelines and enforce rules of conduct for fair play.
 - c. The ASSOCIATION must serve the interests of the citizens of the CITY to the best of their ability.
2. The ASSOCIATION will fulfill the following requirements in conducting their day-to-day business:

- a. Develop and submit selection procedures and participation guidelines for competitive programs.
 - b. Conduct background checks on all coaches and assistant coaches and provide the City with verification that such checks have been completed.
 - c. Provide a copy of the Association's articles of incorporation, or other proof of non-profit status and a copy of the Association bylaws to the City.
 - d. Hold an annual meeting to inform participants of the activities of the Association over the past year and plans of the Association over the upcoming year, notifying all participants of date, time and location of meeting. The City shall be notified of meeting location, time, and date.
 - e. Institute and enforce the City parent, coach, and participant code of conduct program.
 - f. Conduct program evaluations and submit a season-end evaluation to the City. The evaluation must include a breakdown of the number of participants who are residents of the City of Coon Rapids versus the number of participants who are non-residents.
 - g. Submit written requests for major facility improvements or additions by May 1 of each calendar year. This information will be considered through the normal City budget process. If an ASSOCIATION wishes to conduct its own facility improvements, it must obtain written permission from the CITY outlining the terms and conditions of the project. All facility improvements once meeting final inspection of the City, become the property of the CITY.
 - i. Attend an annual meeting conducted by the City to discuss association activity and facility use. (Additional meetings may be called as needed.)
 - j. Provide supervision of participants before, during and after activities and take reasonable steps to protect the City facilities from damage and/or vandalism.
 - k. The ASSOCIATION will apply for use of the City's facilities and pay fees as approved by the City Council. The City reserves the right to change fees as needed.
 - l. The ASSOCIATION will use the Maximum solutions software, provided by the City to the ASSOCIATION, to schedule facility use.
3. The CITY will provide certain services to the ASSOCIATION as follows:
- a. The CITY will promote the ASSOCIATION in the CITY newsletter, website, and cable TV.
 - b. The CITY will schedule facility use for associations based on the following priority classifications:
 - i. City sponsored recreation programs

- ii. Organized Coon Rapids athletic associations, teams or clubs that meet the above guidelines and where 75% of participants live in or attend school in Coon Rapids.
 - iii. Coon Rapids School District programs.
 - iv. Other Coon Rapids resident teams, individuals or neighborhood organizations.
 - v. Non-resident teams or other.
- c. The CITY will provide the ASSOCIATION with startup scheduling software and training to enable the ASSOCIATION to schedule facilities and post schedules on the CITY website. In accepting the software, The ASSOCIATION agrees to the terms of the software license agreement and agrees that it will be responsible for its proportionate share of ongoing maintenance, upgrades and updates of the software program. The ASSOCIATION must provide the name of the person responsible for scheduling.
- d. The CITY will provide free meeting space for the ASSOCIATION annual meeting.
- e. The CITY will provide bases, goals and nets. Association will supply corner flags.
- f. The CITY will prepare billing for CITY services.
- g. The CITY will coordinate an annual meeting for all sports association officers.
4. The ASSOCIATION will execute facility use agreements which outline the terms and conditions for use of city-owned facilities and fields.
5. The CITY will provide insurance on CITY facilities pursuant to the terms of this Agreement for fire, windstorm and extended coverage and maintain a policy of general liability insurance coverage for said facilities in accordance with the CITY'S policy for maintaining such insurance on other facilities owned by the CITY.
6. The ASSOCIATION shall conduct their activities so as not to endanger any person lawfully thereon; and shall indemnify, save and hold harmless the CITY and all of its officers, agents, employees, and volunteers from any and all claims, losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts or omissions of the ASSOCIATION, its agents, officers, employees, volunteers, patrons, or any persons associated with or served by the ASSOCIATION.
7. The ASSOCIATION agrees to protect, indemnify and defend the City from any and all claims for injuries, claims or damages occurred or incurred by virtue of the ASSOCIATIONS activities or by the Associations use of City facilities under this agreement. The ASSOCIATION agrees that it will procure, or each of its individual teams will procure, general liability insurance in the minimum amount of \$1,000,000 per occurrence. The certificate of insurance must be provided to the City prior to the Association's use of City facilities, and must name the City of Coon Rapids, its officials, agents, employees, and volunteers as additional insureds. If the Association's teams each procure insurance under this clause the insurance certificate must cover all Association Officers, employees, volunteers and players and must include the Association as an additional insured in

addition to the City. The certificate of insurance must also contain a clause that it can not be canceled without first providing 30-day notice to the City.

8. If ASSOCIATION hires employees as part of doing business, the ASSOCIATION shall determine the need for workers' compensation coverage and comply with State and/or Federal Law. Nothing in this agreement is intended to create an employer/employee relationship between the CITY and the ASSOCIATION, nor any member, employee or volunteer of said ASSOCIATION.

9. That while ASSOCIATION is using a CITY facility pursuant to the terms of this Agreement, the ASSOCIATION agrees to comply with the policies for use, operation and supervision of the facility as established by the CITY. Furthermore, that while the ASSOCIATION is using any of the CITY facilities pursuant to the terms of this Agreement, the ASSOCIATION shall be responsible for control of participants and spectators who attend such scheduled events.

10. This Agreement shall be valid through December 31, 2008. This agreement, including any modifications required by the CITY, shall automatically renew on an annual basis upon expiration of the initial term of the agreement, unless dissolved by written 90-day notice by either party.

11. This Agreement shall be interpreted under the laws of the State of Minnesota and the covenants, stipulations and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and may be amended if necessary to comply with statutory or regulatory requirements that may be required of the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presences to be executed the day and year first above written.

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

By: _____
Matthew S. Fulton, City Manager

ASSOCIATION:

Its: _____

Park Reservation/Exclusive Use Permit Application

Applicant Name:		
Organization Name:		
Address:		
Phone Number:		
Email Address:		
Person Responsible for Event:		
Contact Telephone for Responsible Party:		
DESCRIPTION OF EVENT		
Date(s) of Use:	Park Name:	
Hours of Use:	AM/PM	Park Location:
Approximate Number of Attendees:	Is Usage of Facility for Public or Private Use?	Public [<input type="checkbox"/>] Private [<input type="checkbox"/>]
Insurance Carrier:		Type of Insurance:
Phone Number for Insurance Carrier:		Name of Policy Holder:
DESCRIPTION OF PROPOSED USE: (Attach drawing of layout for event if applicable.)		

Applicant's Certification:

I hereby certify that all information on this application is true and correct to the best of my knowledge.

Applicant's Signature Date

REVIEWED AND APPROVED BY:

Director of Public Services _____ Date: _____



City Council Work Session

4.

Meeting Date: 06/09/2015

Subject: Park Policies and Ordinances

Submitted For: Ryan Gunderson, Recreation Coordinator

From: Ryan Gunderson, Recreation Coordinator

INTRODUCTION

With the complete renovation of Sand Creek Park and other parks within the City, staff feels it is a good time to review park policies and update where fit. The policies for discussion include donations, advertisements, and memorials; tobacco and alcohol policies; and the park hours of operation ordinance. Many of the related park ordinances were last updated in 1992.

DISCUSSION

Park Donations, Advertisement, and Memorials

Council was given the attached donation policy at the November 18, 2014 work session. 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 more interest in donations and naming of park facilities.

Tobacco and Alcohol in Parks

Currently the City has a policy for tobacco use in City parks, which is simply a policy lacking enforcement and policed by the general public. Additionally, the current alcohol ordinance (10-416) does not allow any alcoholic beverages in City parks without a permit. Currently permits are only allowed to groups which have exclusive use, i.e. the Lion's Club. Contrary to City ordinance, there is a common practice of adult softball teams bringing beer into Sand Creek and Al Flynn for league play.

10-416 - Alcoholic Beverages.

(1) No person shall bring, have in his possession, or consume alcoholic beverages at any time in any park, except as provided in Subsection 2.

(2) Consumption of 3.2 percent malt beverages is permitted in parks if purchased from a person licensed to sell in such park, pursuant to the provisions of City Code Section 5-209. All sales shall be in individual drinks and shall be served for consumption on the licensed premises.

Park Hours of Operation

City Staff have been discussing the current hours of operation for City Parks, ordinance (10-425). Concerns have been raised with enforcement of hours and vehicles being parked over night. Currently City park hours are:

10-422 - Hours.

Except for unusual and unforeseen emergencies, community parks, athletic complexes and parks with lighted tennis courts shall be open to the public every day of the year during the hours of 5:00 a.m. to 12:00 midnight.

Neighborhood parks shall be open to the public everyday of the year during the hours of 5:00 a.m. to 10:00 p.m. The opening and closing hours for each individual park shall be posted therein for public information. A permit for use of the park during other than the above hours may be obtained in accordance with City Code Section 10-425 through 10-428

RECOMMENDATION

Staff is seeking comments and concerns that Council may have in moving forward with updating the related policies and ordinances. Staff will proceed with Council direction.

Attachments

Donation Policy

Sample Ad Contract

Sample Memorial Policy

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**

Page 2 of 2

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

Memorial Bench Program

Purpose

To provide a program, and establish guidelines, for the public to commemorate the loss of a friend or loved one in a City park or recreation facility.

Policy

The Parks and Recreation Department provides the public with many seating and resting areas where they can view wildlife, natural resources, recreation programs, and activities, or simply to rest and enjoy the outdoors. Providing additional seating and resting areas through private donations benefits park users, reduces costs for the City, and provides the public with opportunities to commemorate the loss of a friend or loved one through a lasting tribute. For this reason it is the policy of the Parks and Recreation Department to accept donations from the public for the installation of memorial benches in designated areas throughout the Parks system.

Procedure

Application Process

Members of the public may submit a request for a Memorial bench by completing and submitting a Parks Support Application to the Parks and Recreation Departments.

Applicants may make a request for a specific park, and/or a general area in within a park. Along with their application the Parks and Recreation Staff will evaluate location requests on a case by case basis to determine if the requested location is suitable for a memorial bench. If the requested location is not suitable, Parks and Recreation Department Staff may suggest alternative appropriate locations.

Parks and Recreation Department Staff will work with the applicant to select a final location, secure plaque or signage wording, and warranty information. Applicant must concur in writing by signing the approval section of the application. The Parks and Recreation Department reserves the right of full editorial control over content, appearance and wording on plaques and signs.

Payment must be made in full by the applicant prior to ordering the bench and plaque/sign.

Fees

Applicants are responsible for the total cost of the bench, plaque, installation, and location fees. Pricing is subject to change in response to labor and material costs.

The location fee structure of the Memorial Bench Program is based on the chosen location of the bench. Due to high demand for key location types, the location of the bench will add an additional fee onto the overall cost of the bench and installation fees.

The location fee structure is as outlined below:

- a) Activity Areas (ball fields, tennis courts, dog parks, playgrounds) - \$\$\$\$
- b) General Open Areas and trails - \$\$\$\$

Other

All benches will be installed and maintained by the Parks and Recreation Department Staff or contractors.

Memorial benches will remain in place for the duration of the structure's lifespan. At the end of this period, the Parks and Recreation Department may at its own discretion replace or remove the bench.

The City of Coon Rapids holds ultimate ownership over all memorial benches and it is prohibited for applicants to decorate, personalize, or add adornment to any bench. Special maintenance requests for specific benches will not be granted except in cases of safety concerns, or damage. If a memorial bench is vandalized or damaged, the Parks and Recreation Department will make every effort to repair the bench within the limits of its available funding. If the bench cannot be repaired or replaced, and if the bench is a hazard or is unsightly, the Parks and Recreation Department may remove the bench. Any memorial plaque or bench which is installed without the approval of the City may be removed at the expense of the party who installed the bench or plaque. The City reserves the right to relocate the bench for safety, environmental, or land management reasons. In the event that this occurs, the donor will be notified of the new location of the bench.