



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Tuesday, August 20, 2013

7:30 AM

Conference Room 2A

Special Meeting

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting of the Grand Rapids City Council was held on Tuesday, August 20, 2013 at 7:37 a.m. in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

13-0487 A Sponsorship Agreement for City Parks

Attachments: [GR Sponsorship Agmt.pdf](#)
[Adopt A Park Brochure \(Read-Only\)](#)

13-0488 Consider a Sponsorship Agreement with Affinity Plus Credit Union for adopting Maplewood Park

ADJOURNMENT

Attest: Tom Pagel, City Administrator



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0487 **Version:** 1 **Name:** Sponsorship Agreement for Parks
Type: Agenda Item **Status:** Held in Council
File created: 8/16/2013 **In control:** City Council
On agenda: 8/20/2013 **Final action:**
Title: A Sponsorship Agreement for City Parks

Sponsors:

Indexes:

Code sections:

Attachments: [GR Sponsorship Agmt.pdf](#)
[Adopt A Park Brochure \(Read-Only\)](#)

Date	Ver.	Action By	Action	Result
8/20/2013	1	City Council	Postponed	

A Sponsorship Agreement for City Parks

Background Information:

Councilor Chandler has developed a sponsorship agreement which would assist in the funding of infrastructure for our City parks. The draft agreement is attached for review. The City also has an adopt a park programs. This program strictly deals with the maintenance of parks, not asset investment with parks. It is also attached for reference.

Staff Recommendation:

City staff is recommending the discussion and possible adoption of the sponsorship agreement.

Requested City Council Action

Discuss and possibly adopt a Sponsorship Agreement for City Parks.

SPONSORSHIP AGREEMENT

This Agreement is made on the ____ day of _____, 20____, between “Sponsor” (as indicated in paragraph 1 of the attached Schedule) and the City of Grand Rapids, Minnesota, a municipal corporation (hereinafter “City”).

RECITALS

The Sponsor is engaged in the business referred to in Paragraph 2 of the attached Schedule (Description of Sponsor’s Business Activities) and, at the request of City, has agreed to provide sponsorship for the purchase of new playground equipment for City’s parks, subject to the terms and conditions of this Agreement and the City’s Standard Operating Procedures.

IT IS AGREED as follows:

1. TERM

- 1.1 The term of the Sponsorship shall be for the term of fifteen (15) years unless otherwise extended or terminated in accordance with this Agreement.
- 1.2 City or the Sponsor may terminate this Agreement at any time upon thirty (30) days written notice to each party.

2. SPONSORSHIP FEE

- 2.1 In consideration of the grant of Sponsorship Rights under this Agreement, the Sponsor shall pay to City, for the term of this Agreement, the sponsorship fee referred to in Paragraph 3 of the Schedule (Sponsorship Fee) at the times and in the manner referred to in that paragraph.
- 2.2 The Sponsorship Fee shall be the entire amount payable or provided to City under this Agreement.
- 2.3 City shall only use the Sponsorship Fee for the purchase of playground equipment; should the Sponsorship Fee not be fully used for the purpose stated herein, City shall immediately notify the Sponsor of the balance of the unused Sponsorship Fee and shall comply with the Sponsor’s directions concerning the use of the unused Sponsorship Fee.

3. SPONSORSHIP RIGHTS

- 3.1 In return for the Sponsorship Fee provided by Sponsor pursuant to this Agreement, City will provide new signage for the parks, reflecting prominent acknowledgement of Sponsor beneath the park name and City logo. All costs associated with signage will be at the expense of City.

4. CITY RIGHTS AND RESPONSIBILITIES

- 4.1 No materials or communications, including, but not limited to, print, video, Internet, broadcast, or display items developed to promote or communicate the sponsorship using City’s name, marks, or logo, may be issued without written approval from the City.
- 4.2 The City shall have the sole right to determine where the signage or business logo shall be placed. The graphics and message must be approved by the City before it is displayed.

- 4.3 The City will be responsible for maintenance and upkeep of its Parks but welcomes the civic involvement of Sponsor. City may remove any sponsorship items that are in poor condition as it determines. Repairs or replacement of the item due to damage caused by wear and tear, weather, vandalism, theft or damage caused by any other reason will be at the City's sole expense.
- 4.4 City reserves the right, on the termination or expiration of this Agreement, to cease using or otherwise referring to the Sponsor's name and/or logo except to the extent otherwise authorized by law or agreement.

5. BREACH AND TERMINATION

- 5.1 If either party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defaulting party within thirty (30) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.
- 5.2 City may terminate the Agreement immediately if any of the following events occur:
- (a) The Sponsor is wound up or dissolved, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in the respect of the Sponsor.
 - (b) The Sponsor's business operations or the business or activities of any associated company are contrary to any City Standard Operating Procedures.
 - (c) City determines that for whatever reason it should no longer use the Sponsorship Fee or be associated with the Sponsor.
- 5.3 If this Agreement is terminated, the Sponsor shall not be required to pay any unpaid installments of the Sponsorship Fee.

6. NOTICES

- 6.1 Unless otherwise directed in writing, notices, reports, and payments shall be mailed to City at the following address:
- City of Grand Rapids Finance Dept.
420 No. Pokegama Ave.
Grand Rapids, MN 55744
- And to the Sponsor at the address and fax number referred to in Item 2 of the attached Schedule.
- 6.2 A notice forwarded by fax shall be deemed to be received by the addressee when recorded on the transmission result as being a complete transmission.

7. AMENDMENTS TO AGREEMENT

- 7.1 Any amendment to this Agreement shall only be valid if the amendment is in writing and signed by both parties.

8. ASSIGNMENT

- 8.1 Neither party shall transfer, change or purport to assign, transfer or change this Agreement or any of its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld.

9. EQUITY OF TREATMENT

9.1 The Sponsor shall conduct its business in a manner which assures fair, equal, and non-discriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sexual orientation, gender, age, or national origin.

10. ENTIRE AGREEMENT

10.1 This Agreement constitutes the entire Agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter herein.

11. INDEMNIFICATION AND INSURANCE

11.1 The City of Grand Rapids will assume responsibility for all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of a claim at any facility where donated equipment may be located.

12. GOVERNING LAW

12.1 This Agreement shall be construed and governed in accordance with the laws of the State of Minnesota and any dispute arising hereunder shall be resolved in a court of competent jurisdiction in the State of Minnesota.

13. FORCE MAJEURE

13.1 If either party is unable to perform any obligation hereunder by reason of any event beyond such party's reasonable control, including but not limited to fire, flood, epidemic, earthquake, explosion, act of God or public enemy, riot or civil disturbance, strike, lockout or labor dispute, war (declared or undeclared), terrorist threat or activity, or federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within either party's control (each "Force Majeure" event or occurrence), such party shall be excused from performance and may terminate this Agreement upon written notice to the other party.

EXECUTED by the parties on the date first written above this Agreement.

CITY OF GRAND RAPIDS

SPONSOR:

By: _____

By: _____

SCHEDULE

1. NAME AND ADDRESS OF SPONSOR

2. DESCRIPTION OF SPONSOR'S BUSINESS ACTIVITIES

3. DETAILS OF SPONSORSHIP

(a) Sponsorship Fee

(b) Payment Terms

City of Grand Rapids Recreation & Parks Department Adopt-A-Park Program

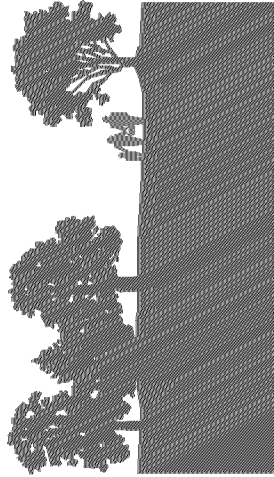
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The Grand Rapids Recreation and Park Advisory Board has established a program called: Adopt-A-Park.



The Mission Statement:

To empower the community to take ownership of & develop partnerships for the preservation of its Natural

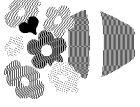


Objectives of the Program

- ❖ Beautification.
- ❖ Decrease the effects of vandalism.
- ❖ Maintain safety and avoid dangerous situations.
- ❖ Community ownership (pride) and involvement.
- ❖ Public education (environmental, financial, recreational and legal).
- ❖ Assist the City maintenance crews with clean up activities.

General Duties (Minimum)

- * Litter pick up.
- * Sweeping.
- * Dusting.
- * Spring clean up.
- * Weeding.
- * Water Flowers.
- * Graffiti (notify us, paint).
- * General Park Observation (broken glass, user behavior, lights and etc.).
- * Check play equipment for obvious safety concerns.
- * Return sand from play areas to original locations.
- * Clean out Barbecue Grills as necessary.



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General Equipment Needs

City will provide garbage bags, safety vests & paint through the Public Works Dept.

Adopting group will provide rakes, shovels, work gloves, eye wear, brooms, rags (as duties require) & a first aid kit.

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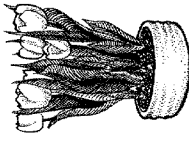
Program Information

The group shall provide one individual as a contact person with the City.

Groups and/or individuals will adopt a park area for a 2 year minimum. If the adopting party does not fulfill the duties as agreed, the City reserves the right to assign another group to that area.

Adopt A Park duties shall begin in May and continue through October with adopting party giving a minimum of 1 hour per week.

Program Information Continued:



Prior authorization must be obtained before any development or maintenance project begins.

Each adopting individual or group must sign an Adopt-A-Park agreement as a condition of the adoption.

Recycling of all waste material is encouraged.

Participants must be of sound physical make up and well supervised.

Adopting activities must be performed during daylight hours only and during appropriate weather conditions.

Be aware of your surroundings to ensure your safety and the safety of others.
Be especially careful if you are using tools.

If you are picking up litter, use caution in handling collected items. Do not crush collected items; broken or jagged objects may cause injury.

Do not wear headsets or engage in horseplay or other conduct which could divert your attention from your work or impair your ability to perceive hazards.

If participants are under the age of 18, the adopting group must have written parent / guardian permission on file prior to beginning this program.

**Park Areas Identified
Amenities Include:**

* Riverfront Park:

Pathway, Trash, Receptacles, Benches,
Scenic Overlooks, Marsh Walk,
Shrubbery and Signs.

* Veteran's Memorial Park:

Play Equipment, BBQ Grills, Picnic
Tables, Benches, Pavilions, Volleyball
Court, Portable Rest Rooms, Main-
tenance building, Trash Receptacles,
Water, Electricity & Signs.



* Blandin Beach

Play Equipment, Bike Racks, Picnic
Tables, Trash Receptacles, Fishing Pier,
Guard Ramp, Diving Rafts, Beach
House, (PA System, Rest Rooms,
Telephone), Drinking Fountain,
Shrubbery, Flowers, Aluminum Boat
and Sign.

* Lost Creek Park (Highway #38)

Play Equipment With Accessible Tiles,
Game Table, Benches, Tables, BBQ
Grills, Shrubbery, Flowers, Pathway,
Bike Racks and Sign.

* Grussendorf Park

Play Equipment, Tennis Courts w/Lights,
Drinking Fountain, Bleachers, Ball Field,
Tables, Skating Rink w/ Warming House &
Lights. Parking Lot, Bike Racks, Portable
Rest Rooms, Pathway, Trash Receptacles
and Sign.

* Central School

Tables, Benches, Lights, Electricity,
Shrubbery, Flowers and Sign.

* Grand Rapids Sports Complex

Sports Fields and Play Equipment

ADOPT A PARK

The City of Grand Rapids Recreation and Park

Department acknowledges the fact
that this program can not be successful
without the many hours of dedication
from the people within the Community
that want to make a difference.

If you as an individual or your group
would like further information or you would
like to be involved with the City
of Grand Rapids Recreation and Park
Department Adopt-A-Park Program
here is all you need to do:

Contact the Recreation & Park Department.
Our office is located at the IRA Civic Center.

Office hours are Monday - Friday

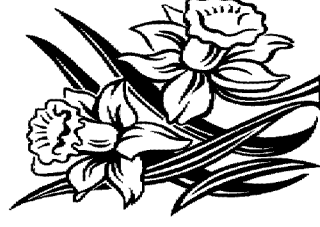
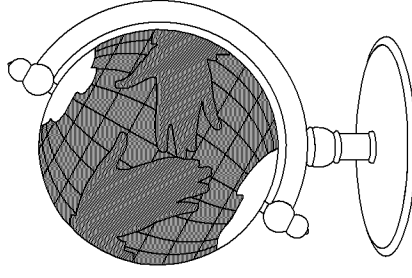
8:00 am to 4:30 pm

Our phone number is 326-2500

City of Grand Rapids

Recreation & Parks Department

ADOPT-A-PARK PROGRAM



**Grand Rapids Recreation
and Park Department
420 North Pokegama Avenue
Grand Rapids MN 55744**

218-326-2500



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0488 **Version:** 1 **Name:** Affinity Plus Sponsorship Agreement
Type: Agenda Item **Status:** Held in Council
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Attachments:

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8/20/2013	1	City Council	Postponed	

Consider a Sponsorship Agreement with Affinity Plus Credit Union for adopting Maplewood Park

Background Information:

Dale Anderson, Jeff Davies, and Mayor Adams, have been working with members of Affinity Plus Credit Union, to discuss financial contributions to replace playground equipment at Maplewood Park. Affinity Plus has agreed to adopt the park and would like to assist in funding equipment as soon as possible.

Staff Recommendation:

City staff is recommending that we consider entering into a sponsorship agreement with Affinity Plus Credit Union to adopt Maplewood Park.

Requested City Council Action

Consider entering into a sponsorship agreement with Affinity Plus Credit Union to adopt Maplewood Park.