

MUNICIPAL FACILITIES COMMITTEE AGENDA

May 23, 2013 - North Conference Room

21630 11th Avenue South – Des Moines 98198

6:00P – 6:50P

1. Call to order
2. Approve minutes 4/25/2013 meeting
3. Update Beach Park Capital Projects based on State Funding Outcomes
(Staff to provide update on the State Capital Budget if adopted – informational only)
4. Update Marina District Sculpture Project Installation and Dedication
(Staff to provide update on artwork, installation and dedication details – informational only)
5. Update City Hall/Courthouse Planning
(Staff to provide on preliminary space planning to accommodate the possibility of expanded Court services to the City of Burien – informational only)
6. Marina Development RFQ Update
(Staff to provide update on the RFQ – informational only)
7. Naming Rights Policy Discussion
(Informational only discussion)

Des Moines City Council Municipal Facilities Committee Minutes – 04/25/2013

Meeting called to order: 5:15 PM on April 25, 2013, in North Conference Room @ 21630 11th Avenue S, Des Moines WA 98198.

Council Members

Melissa Musser - Chair
Carmen Scott

Other City Staff

Tony Piasecki – City Manager
Patrice Thorell – Parks, Rec & Sr Serv Director
Joe Dusenbury – Harbormaster
Dan Brewer – Acting Public Works Director
Denise Lathrop – Acting Community Dev Director
Grant Fredricks – Special Projects Consultant
Marion Yoshino – Economic Dev Manager
Peggy Volin – Admin Asst II

AGENDA:

1. Approve minutes of 3/28/2013 meeting
2. Marina Development RFQ
3. Beach Park Buildings
4. Marina & Beach Park Site Management Plan (Parking & Security)

MEETING:

1. Minutes from March 22, 2013, were unanimously approved.
2. Marina Development RFQ: Joe Dusenbury informed the Committee that the RFQ was sent out on April 19, 2013. There will be an informational meeting held on May 8, for all interested parties to come and meet with staff and walk the site. The RFQ's must be received back by the City by May 31, 2013 to be considered.

A committee to review the applications will include the Municipal Facility Committee members, Tony Hettler, former Chair of the Citizens Advisory Committee for the Marina & Beach Park Development Plan and a City staff member to be determined.

3. Beach Park Buildings: Patrice Thorell provided a memo to the Committee on the preliminary permitting and costs for demolition of the five (5) Beach Park Buildings per the Council's request. The memo was broken down into three areas: Assumptions, Permits/Reviews/Fees and Special Studies. She included a demolition cost estimate sheet and a copy of the Rules and Procedures of the City of Des Moines Landmarks Commission with highlighted areas that pertained to this project. Permits/Reviews/Fees are estimated at \$13,875; Special Studies estimated at \$25,000 and Demolition Costs are estimated at \$78,214 bringing the total estimated cost for building removal to \$163,925.

Staff was directed to refine the demolition numbers and prepare the information to take to the Council in June, or July as a topic for study session.

4. Marina & Beach Park Site Management Plan (Parking & Security): Joe Dusenbury updated the Committee on the status of the marina parking survey concluding that they now have eight (8) months of survey completed – August through March. They have recorded over 75,000 vehicle hours of parking and plan to continue on with the survey for several more months in order to determine traffic and parking patterns in the Marina and Beach Park and how they relate to the way the facilities are used. The data will also be used to develop revenue estimates for the proposal to charge for parking in the Marina and Beach Park.

Adjourned 5:58 PM

Minutes submitted by:

Peggy Volin

Administrative Assistant II

City of Des Moines Arts Commission

Art on Poverty Bay Sculpture Outdoor Gallery Project

Opening Celebration at Des Moines Marina at 1:00 p.m. on June 1, 2013

Artist, Artwork Materials, Dimensions, Insurance Values, Price, Location and Sponsor

Contact: Patrice Thorell 206-870-6529

Artist: Gretchen Daiber



Title: "Yakutat"

Materials: Bronze on Granite Edition # 1/15

Dimensions: 9"h x 18"w x 17"d

Insurance Value: \$5,800

Purchase Price: \$7,250

Installation Location: Des Moines Marina

Sponsor: Des Moines Marina

Artist: Puget Sound Skills Center Welding Class



Title: "Graduated Progression", 2013

Materials: Stainless Steel, Steel

Dimensions: 11.5'h x 16"w x 16"d

Insurance Value: \$2,000

Purchase Value: Not For Sale

Installation Location: ROW at the corner of S. 227th Street and Marine View Drive S.
Des Moines, WA

Sponsor: Rotary Club of Des Moines

Artist: Lin McJunkin



Title: "Shorebirds", 2013

Materials: Fused Glass, Steel

Dimensions: 7'h x 32"w x 32"d

Insurance Value: \$5,000

Purchase Price: \$5,000

Installation Location: South Marina Park, Des Moines Marina

Sponsor: Des Moines Legacy Foundation

Artist: George C. Scott

No Photo - Artwork Construction Underway

Title: TBD, 2013

Materials: Cast Glass, Steel

Dimensions: TBD

Insurance Value: TBD (Under \$25,000)

Purchase Price: TBD

Installation Location: ROW at the corner of s. 216th Street and Marine View Drive S. Des Moines, WA

Sponsor: Law Offices of Gehrke, Wegener and Doull

Artist: Leo Osborne



“Illuminated One”

Materials: Limited Bronze Edition of 24

Dimensions: 48'h x 10"w x 10"d

Insurance Value: \$10,100

Purchase Price: \$10,100

Installation Location: Des Moines Marina

Sponsor: Des Moines Marina

Memorandum

Date: May 16, 2013

To: Municipal Facilities Committee Members

From: Tim George, Legal
Patrice Thorell, Parks and Recreation Director

Re: Policies Naming Public Facilities and Parks

At the April 2013 City Council Budget Retreat, Council directed staff to research potential policies related to sponsorships and naming of public facilities and parks. Staff has reviewed a number of different policies from different jurisdictions and attached three that allow for naming rights and recognition for sponsors and donors. Attached please find the policies related to naming public facilities for:

1. City of Spokane Policy
2. Spokane County Policy
3. King County Ordinance

Sponsorship programs have increasingly become an attractive option for government agencies to raise money in order to continue to provide important public services. Having a clear sponsorship and naming policy is important to prevent potential conflict and to ensure that sponsorships are consistent with the agencies mission. Additionally a number of legal issues can arise relating to freedom of speech and equal protection.

In general, a good policy will contain a purpose statement, a clear and concise policy statement detailing criteria, and a procedure for sponsors, approvals, and administration.

RECEIVED
August 24, 2011
CITY CLERK'S OFFICE
SPOKANE, WA

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 1400-11-07 LGL 2011-0031
TITLE: SPONSORSHIPS, DONATIONS, NAMING RECOGNITION OF PARKS AND RECREATION AREAS OR FACILITIES	
EFFECTIVE DATE: JULY 14, 2011	
REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

- 1.1 Spokane Parks and Recreation is a department of the City of Spokane whose services are primarily funded from the City's general fund. In recent years demands upon these funds have increased, a trend that is expected to continue.

To maintain and enhance the City's park and recreation system, Spokane Parks and Recreation is actively seeking to establish revenue streams and resources that will increase its ability to deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the City's general fund.

This policy will provide opportunities for the private sector to invest back into the community.

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2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy and procedure shall apply to the Spokane Parks and Recreation Department.

3.0 REFERENCES

City Charter – Section 48. Park Board – Powers
Park Board Rules – Section 14. General Operating Policies and Procedures,
Ruling and Appeals

4.0 DEFINITIONS

For the purpose of this policy, the following definitions apply:

- 4.1 "Advertising" – a form of marketing that is paid for by an individual or organization to attract the public's attention to a particular product or service.
- 4.2 "Corporate Slogan" – a word or phrase that may be attached to a corporate name or logo, e.g., Spokane--Near Nature, Near Perfect.
- 4.3 "Department" – Spokane Parks and Recreation Department.
- 4.4 "Division Managers" – senior Parks and Recreation Department management directly under the Director of Parks and Recreation who have responsibility for parks recreation facilities and services.
- 4.5 "Gifts and Donations" – the provision of in-kind goods and/or money for which no benefits are sought.
- 4.6 "Geographic Significance" - pertains to landowners that owned or lived on properties within the present or historic Spokane boundaries.
- 4.7 "Historical / Prominent Individuals / Families/Groups" - individuals, families or groups that have a historical connection to the City's heritage or have in some way made significant contributions to the Spokane community.
- 4.8 "Interpretive Sign" – a sign within a park that interprets natural, historic, and/or cultural features or athletic field.
- 4.9 "Logo" – a symbol or name that is used to brand an organization.
- 4.10 "Marketing" – all forms of promotional efforts to attract the public's attention to a particular product or service.
- 4.11 "Marketing Committee" - led by Communications Coordinator.
- 4.12 "Memorial Cenotaph(s)" - individuals whose names are listed on war memorials who have given their lives on behalf of their country.

- 4.13 "Memorials and tributes" – plaques designed to honor an individual and/or in recognition of a contribution to parks and recreation areas.
- 4.14 "Park facilities" – buildings, outdoor fields, recreation, sports or entertainment facilities in which structured and unstructured activities are provided.
- 4.15 "Plaque" – a flat memorial plate containing information that is either engraved or in bold relief that may be affixed to a park asset or displayed in a public place as a form of recognition.
- 4.16 "Proposer" - individual or organization proposing a sponsorship, donation, memorial or naming rights opportunity to the Department.
- 4.17 "Recognition benefits" – opportunities given to the sponsor to have its name/logo appear on park property or materials for a specified period of time.
- 4.18 "Resident" - an individual or family that lived or lives in the City of Spokane.
- 4.19 "Sign" – a structure that is used to identify a specific park, to convey directions to park users, and/or to inform them of the relevant regulations and other pertinent information.
- 4.20 "Significant Donation" – a large donation providing over sixty percent (60%) of total cost of a project.
- 4.21 "Sponsorship" – financial or in-kind support from an individual or corporation for a specific service, program, facility, park or event in return for certain benefits.
- 4.22 "Sponsorship or Donation Agreement" – the legal instrument that sets out the terms and conditions agreed upon by the parties.
- 4.23 "Temporary Sign" – a sign that is erected for a known period of time, usually not exceeding twelve (12) to eighteen (18) months.

5.0 POLICY

- 5.1 It is the policy of Spokane Parks and Recreation Department to actively seek sponsorships, charge fees for advertising and to accept donations and gifts where appropriate, for its events, services, parks, equipment and facilities. The purpose of such is to increase the Department's ability to

deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the City's general fund.

5.2 In appreciation of this support, it is the policy of the Department to provide suitable acknowledgement of these contributions. The recognition shall adhere to the aesthetic values and purpose of the Department's parks, facilities, and services.

5.3 The recognition shall not detract from the visitors' experience or expectation, nor shall it impair the visual qualities of the site or be perceived as creating a proprietary interest.

6.0 PROCEDURE

6.1 Sponsorships, Gifts and Donations.

6.1.1 The following principles and guidelines form the basis of the Department's consideration of sponsorships, gifts and donations; and have been established to ensure all considerations are treated equitable.

6.1.2 Sponsorship, gift and donation proposals:

- a. must directly relate to the intent of the facility or subject park, and its master plan.
- b. can not be made conditional on Department performance.
- c. will not be accepted from organizations whose mission conflicts with the mission of the Department.
- d. will provide a positive and desirable image to the community.
- e. will provide benefits commensurate with the relative value of the sponsorship.
- f. can not exceed ten percent (10%) of the operating costs associated with the proposal and of the overall lifetime value unless an endowment is included.
- g. can not limit the Department's ability to seek other sponsors.
- h. will not compromise the design standards and visual integrity of the park or facility offered.

- i. will be evaluated individually and shall include, but not be limited to:
 - products / services offered;
 - sponsor's record of involvement in environmental stewardship and social responsibility;
 - principles of the sponsor;
 - sponsor's rationale for its interest in the Department;
 - sponsor's expectations; and
 - sponsor's timeliness and/or readiness to enter into an agreement

6.1.3 Proposals that exceed the Director of Parks and Recreation's authority will be approved by the Park Board. The Director's authority level is established by the then current City minor contract threshold and adjusted annually according to the Consumer Price Index.

6.1.4 Categories for the following broad types of activities:

- a. Events – financial or in-kind support for an event organized by the Department on park property.
- b. Park Facility – financial or in-kind support associated with the design, construction and/or on-going maintenance and operation of a particular park or recreational, sport, entertainment or cultural facility.
- c. Program Delivery – financial or in-kind support that facilitates the ongoing delivery of a particular citywide or site-specific program.
- d. Equipment — identified in the Department's catalogue of specifications

6.2 Recognitions.

Recognition will be based on the following principles:

6.2.1 In recognition of a contribution, preference will be given to providing a form of recognition that is not displayed within parks.

- 6.2.2 Recognition shall not suggest in any way the endorsement of the sponsor's goods or services by the Department, or any proprietary interest of the sponsor in the Department.
- 6.2.3 Any physical form of on-site recognition shall not interfere with visitor use or routine recreation or sports facility or park operations.
- 6.2.4 The form of any on-site recognition shall be of an appropriate size and color and shall not detract from the park surroundings or any interpretive message.
- 6.2.5 All sponsorship, donation or naming rights agreements will be for defined period of time having regard to the value and the life of the asset involved.
- 6.2.6 Naming of facilities within a park facility is permitted providing it follows the following procedures and guidelines have been established to ensure all are treated in an equitable and appropriate manner and that in recognizing support, the values and purpose of a particular park facility is not diminished.
- 6.2.7 Benefits will be provided at a level of recognition and will specify costs commensurate with the contribution.
- 6.2.8 Acknowledgement of support preferences will be given to off-site forms of recognition that may include one or more of the following:
- a. A thank you letter.
 - b. Publicity through the Department website, newsletters, and/or media releases, and through the sponsor's corporate newsletter, annual report, and/or website.
 - c. Events such as a press conference, photo opportunity, ground breaking or ribbon cutting ceremony.
 - d. Mayor and/or Park Board President acknowledgement at civic functions.
 - e. Commemorative items such as a framed picture or plaque.
 - f. Acknowledgement on printed materials such as recreational program catalogs.
 - g. On-site recognition to be provided, types of recognition may include:

- Temporary signs, which may include the use of logos, acknowledging a sponsor during the construction or restoration of a particular facility, park or an event.
- Interpretive sign, which may include the use of logos.
- Permanent plaque or sign (permanency is limited to the life of the asset).

6.3 Decision Process on Type of Recognition.

6.3.1 Financial or in-kind sponsorship levels.

- a. Levels under \$10,000 shall be made by the Communications Coordinator and the Division Manager overseeing the location where the recognition will be placed.
- b. Levels up to the Director's limit, approval shall be made by the Director, unless it involves naming of a park facility in which case the naming recognition procedures will apply. In determining the type and extent of recognition benefits, current market research data will be used to determine the value for each tangible and intangible benefit offered to the sponsor.
- c. Levels over the Director's approval limit approval shall be made by the Park Board, unless it involves naming recognition within a park facility in which case, the naming procedures will apply. In determining the type and extent of recognition benefits, current market research data will be used to determine the value for each tangible and intangible benefit offered to the sponsor.

6.4 Determining Design Standards for Various Types of Recognition.

6.4.1 Signs and Plaques.

- a. Recognition shall be permitted on either a temporary sign or a sign that is of a directional, informative or interpretive nature. In such circumstances the sponsor's name and/or logo shall be designed so that it does not dominate the sign in terms of scale or color.
- b. The Marketing Committee shall determine approval of a sponsor's name and/or logo on signs. Likewise, the

Marketing Committee shall also approve the design and content of plaques.

- c. The placement of temporary signs and plaques shall be determined between the Marketing Committee and the appropriate Division Manager.
- d. In the event of consensus not being reached, the Director's decision shall be final.

6.4.2 Standards for design and information requirements for website will be established by the Marketing Committee, in consultation with the Web Manager, and shall determine the design and information to be posted on the Department's website as it relates to sponsor recognition.

6.5 Process For Recognition of Sponsorships, Gifts and Donations.

6.5.1 All sponsorship, gift and donation, opportunities shall be developed under the guidance of the Marketing Committee.

6.5.2 The Marketing Committee, in consultation with all Division Managers, shall develop an on-going accrual plan that includes a prioritized sponsorship opportunities list for the purpose of solicitation.

6.5.3 This list shall be approved by the Department senior management team and subsequently communicated to the Spokane Parks Foundation by the Director to facilitate an integrated approach to the procurement and management of sponsorships and gifts / donations by the two organizations.

6.5.4 All unsolicited sponsorship proposals shall be referred to the Marketing Committee who shall be responsible for their evaluation and the provision of a recommendation to the appropriate authority level as outlined below as to whether the proposal should be accepted or rejected.

6.5.5 Proposals less than \$10,000.

- a. Shall be handled by Division Managers in consultation with the Communications Coordinator. To ensure a consistent and coordinated approach, prior to approaching a potential sponsor, the Division Managers shall:

- Consult with the Marketing Committee as to the content and layout of the proposal document, recognition benefits to be offered, and the organizations, companies, and/or individuals to be approached.
- Submit the sponsorship proposal to the appropriate Division Manager for approval.
- Division Managers will liaise with the Communications Coordinator to execute the necessary sponsorship agreement and benefit recognition provisions.
- Ongoing administration of the sponsorship agreement and the management of the sponsor's relationship shall be the responsibility of the relevant Division Manager.

6.5.6 Proposals over \$10,000 – Director's Limit.

- a. Proposals over \$10,000 up to the Director's limit shall be the responsibility of the Communications Coordinator, who shall be responsible for preparing, evaluating, and managing sponsor relations for these sponsorships.
- b. Accepted sponsorship, gift and donation, offers shall be the subject of a sponsorship agreement..
- c. The Department reserves the right to terminate any contractual relationship should conditions arise during the life of the agreement result in a conflict with this policy or if the agreement is no longer in the best interests of the Department. Decisions to terminate an agreement shall be made by the Director.

6.5.7 Ethical Considerations.

- a. Sponsorships, gifts and donations may come with unintended consequences and need to receive careful consideration.
- b. On occasion, the Department may need to reject an offer under circumstances including, but not limited to, the following:
 - The potential sponsor seeks to secure a contract, permit or lease.

- The potential sponsor seeks to impose conditions that are inconsistent with the Department's mission, values, policies, and/or planning documents.
- Acceptance of a potential sponsorship would create a conflict of interest or policy (e.g., sponsorship from a tobacco company, political organization).
- The potential sponsor is in litigation with the City of Spokane.

6.5.8 Monitoring and Performance Reporting.

Fundamental to improving the management and performance of the Department's sponsorship activities is the need for an effective program of review and reporting. Accordingly, the following performance indicators have been established and will be reported upon annually to the Park Board:

- a. Number of active sponsorships; and
- b. Dollar value of active sponsorships.

6.6 Memorials and Plaques.

The following principles form the basis for the Department's consideration of memorial, plaque or tribute proposals and to help prevent proliferation of memorials, plaques and tributes:

6.6.1 Memorials, plaques or tributes should benefit the general public as a first priority with the benefit to the donor or honoree as a secondary goal.

6.6.2 An agreement will be consummated to include responsibilities related to the memorial or plaque including but not limited to:

- a. Installation costs including on-going upkeep; and
- b. Replacement or repair costs.

6.6.3 Acceptable proposals of memorials, plaques or tributes in parks and recreation areas are:

- a. New trees or tree replacement;
- b. New or replacement park furniture as outlined in the Gift Catalogue; and

c. New or replacement of facilities.

6.6.4 Accepted proposals will adhere to all other relevant guidelines and procedures as previously outlined.

6.7 Process For Memorials and Plaques.

6.7.1 All memorial and plaque requests must be in writing and shall be referred to the appropriate Division Manager.

6.7.2 The Division Manager is responsible for evaluation of requests and the provision of a recommendation to the Director as to whether the proposal should be accepted or rejected.

6.7.3 Division Managers will liaise with the Communications Coordinator to execute the necessary agreement and benefit recognition provisions.

6.7.4 The Department reserves the right to terminate any contractual relationship should conditions arise during the life of the agreement result in a conflict with this policy or if the agreement is no longer in the best interests of the Department. Decisions to terminate an agreement shall be made by the Director. Circumstances include but may not be limited to the following:

a. The sponsor seeks to impose conditions that are inconsistent with the Department's mission, values, policies, and/or planning documents.

b. A conflict of interest or policy arises during the agreement period.

c. The potential sponsor is in litigation with the City of Spokane.

6.8 Naming Parks and Facilities.

The following principles form the basis of the Department's consideration of naming or re-naming Parks and facilities:

6.8.1 The Director's recommendations for parks and facilities names will be based on and chosen from the following criteria:

a. Historical / prominent individuals / families / groups.

- To have a name eligible for nomination an individual or family must have been a resident of the City of

Spokane and the individual must have been deceased for at least one (1) calendar year.

- Families or individuals will be informed of the Department's desire to commemorate them in the particular manner.
 - The duplication or repeat use of names will be avoided, where possible.
 - Staff will not place names of living nominees on an eligibility list.
 - Names of living nominees must be nominated or recommended in writing by a member of the Park Board.
 - Living political nominees must be retired from political life for at least five (5) years.
 - Other living nominees must have been deemed by Park Board and the community to have made an outstanding contribution to the City of Spokane.
- b. Geographic or historical significance of the specific location. A suitable program or community related name which denotes an appropriate linkage to its function.
- c. In recognition of a significant donation where a sponsorship agreement covers the majority (over sixty percent (60%)) of the cost of the particular facility or structure.

6.8.2 Renaming of a Park or Recreation Facility

No park or facility shall be renamed. Additional names may be added to the original name in accordance with the eligibility criteria set forth in this policy.

6.9 Process For Naming Parks.

6.9.1 Anyone wishing to propose a name for a park or facility must submit a written request to the Director.

6.9.2 All naming opportunities shall be developed under the guidance of the Marketing Committee.

- 6.9.3 The Communications Coordinator may meet with neighborhood representatives, other City government organizations (e.g. Historic Preservation, Planning Services), or organizations concerned with parks and/or park facilities in order to prepare a recommendation.
- 6.9.4 The Marketing Committee, in consultation with the Director and appropriate Division Manager shall forward naming recommendations to the chairperson of the appropriate Park Board committee and for action to the full Park Board.
- 6.9.5 Accepted proposals will adhere to all other relevant guidelines and procedures as previously outlined.
- 6.9.6 The Department reserves the right to terminate any contractual relationship should conditions arise during the life of the agreement result in a conflict with this policy or if the agreement is no longer in the best interests of the Department. Decisions to terminate an agreement shall be made by the Director. Circumstances include, but may not be limited to, the following:
 - a. The sponsor seeks to impose conditions that are inconsistent with the Department's mission, values, policies, and/or planning documents.
 - b. A conflict of interest or policy arises during the agreement period.

7.0 RESPONSIBILITIES

The Director of Parks and Recreation shall administer this policy.

8.0 APPENDICES

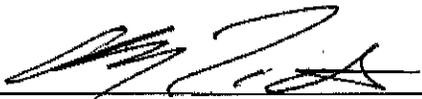
None

APPROVED BY:



City Attorney (Asst)

8-17-11
Date



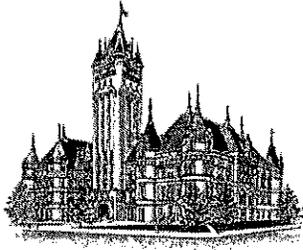
Director
Parks and Recreation

7/14/11
Date



Park Board Resident

7/14/11
Date



SPOKANE COUNTY

Parks & Recreation Sponsorship Program

I. PURPOSE

Spokane County Parks and Recreation Department(SCPRD) Mission Statement; “The Parks and Recreation Department is dedicated to providing the public a variety of recreational opportunities by maintaining, enhancing and acquiring parks, natural areas and facilities with a vision of excellence for generations to come”.

In the furtherance of this mission, SCPRD is faced, more frequently as time passes, with the need for additional funds for assistance with enhancement, maintenance and operations of SCPRD facilities and programs. In a time of shrinking public dollars, SCPRD seeks outside funding through sponsorships in order to maintain valuable and important SCPRD programs and facilities, within specific boundaries and with built-in safeguards against misuse of this tool.

SCPRD has designed a sponsorship program that will enhance SCPRD’s ability to deliver parks and recreation services as long as the services and products of those businesses are consistent with and appropriate to SCPRD mission and lines of business.

This policy sets out guidelines for entering into sponsorship agreements. Sponsorships are not to be confused with corporate donations or gifts for which there is no recognition or compensation. This policy is not applicable to gifts, grants or unsolicited donations in which no benefits are granted to the corporation and where no business relationship exists.

This policy seeks to provide a benefit to everyone in our community, without diminishing the public image of SCPRD facilities and programs.

The purposes of this policy are to:

- (1) Clearly state that these sponsorships do not constitute a public forum for communication and debate. The rights granted by the sponsorships are established and retained at SCPRD discretion. SCPRD reserves the right to amend these policies and standards at any time. Any revisions or amendments to this policy will be in writing and supplied to all advertising contractors.
- (2) To outline the guidelines and procedures for entering into sponsorship agreements consistent with SCPRD’s mission

(3) To recognize that sponsorships provide an effective means of generating new revenues and alternative resources to support SCPRD facilities and programs.

II. DEFINITIONS

A. "County" means Spokane County, a political subdivision of the State of Washington.

B. "Director" is the Director of the Spokane County Parks and Recreation Department, or his or her designee.

C. "Sponsorship Packages" Sponsorship packages have been created for purposes of providing guidance and direction for potential sponsors, sponsorship contractor, and Spokane County. It is understood and expected that minor adjustments may be made as necessary to meet County's and Sponsor's specific needs subject to conformity with restrictions, standards and guidelines set forth in this policy. Sponsorship Packages include:

1. Naming Rights to Northside Family Aquatic Center subject to the terms and conditions as set forth in Exhibit A, which is attached hereto and incorporated by this reference.

2. Naming Rights to Southside Family Aquatic Center, subject to the terms and conditions as set forth in Exhibit B, which is attached hereto and incorporated by this reference.

3. Naming Rights to Plante's Ferry Park Softball Fields, subject to the terms and conditions as set forth in Exhibit C, which is attached hereto and incorporated by this reference.

4. Naming Rights to Linwood Park Softball Field, subject to the terms and conditions as set forth in Exhibit D, which is attached hereto and incorporated by this reference.

5. Naming Rights to Orchard Avenue Park Softball Field, subject to the terms and conditions as set forth in Exhibit E, which is attached hereto and incorporated by this reference.

6. Naming Rights to Liberty Lake Picnic Shelter, subject to the terms and conditions as set forth in Exhibit F, which is attached hereto and incorporated by this reference.

III. POLICY

A. **Intent.** It is the intent of SCPRD to encourage sponsorships that encourage a family friendly image / environment. It is the policy of Spokane County Parks and Recreation Department that sponsorship agreements will exist in accordance with guidelines, criteria and procedures set forth in this policy.

B. Sponsorship Restrictions, Standards and Guidelines. In addition to the terms and conditions set forth in each Sponsorship Package, the following restrictions, standards and guidelines shall apply:

1. Prohibited Industries and Products. In general, the following industries and products are not eligible for sponsorships with SCPRD:

- a. Police-regulated businesses
- b. Companies whose business is substantially derived from the sale of alcohol, tobacco, firearms or pornography.
- c. Adult night club sponsors
- d. Religious and political organizations
- e. Sponsors that do not portray a PG or G rated image.

2. Message Content. Sponsorships on County property are maintained as a nonpublic forum. The County intends to preserve its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages. The County may make distinctions on the appropriateness of sponsors on the basis of subject matter of a potential sponsorship recognition message. The County will not deny sponsorship opportunities on the basis of the potential sponsor's viewpoint.

3. Permissible Recognition Messages. Sponsorship recognition messages may identify the sponsor but should not promote or endorse the organization or its products or services. Statements that advocate, contain price information or an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services, or organizations will not be accepted. Only the following content will be deemed appropriate:

- a. The legally recognized name of the advertising organization.
- b. The advertiser's organizational slogan if it identifies rather than promotes the organization or its products or services.
- c. The advertiser's product or service line, described in brief, generic, objective terms. Generally, only one product or service line may be identified.
- d. Brief contact information for the advertiser's organization, such as phone number, address, or Internet website.
- e. Contact information must be stated in a manner that avoids an implication of urging the reader to action.
- f. Spokane County will not make any statements that directly or indirectly advocate or endorse a sponsor's organization, products, or services.

g. No materials or communications, including, but not limited to, print, video, Internet, broadcast, or display items developed to promote or communicate the sponsorship using Spokane County's name, marks, or logo, may be issued without written approval from the Spokane County Director and County Legal.

h. All signs will comply with the rules set forth in Chapter 14.804 *Signage Standards* of the Spokane County Zoning Code.

C. Sponsorship Criteria. At a minimum, the following criteria when evaluating a corporate sponsorship proposal shall be taken into consideration in determining compatibility for a sponsorship; in all cases, the Director and/or the Board of Spokane County Commissioners as outlined herein (Procedures section) will have the prerogative to accept or reject a proposal:

1. The compatibility of the corporation's products, customers and promotional goals with SCPRD mission;
2. The corporation's past record of involvement in community and County projects;
3. The desirability of association – the image;
4. The timeliness or readiness of the corporation to enter an agreement; and
5. The actual value in cash, or in-kind goods or services, of the proposal in relation to the benefit to the corporation.
6. Community support for, or opposition to, the proposal
7. The operating and maintenance costs associated with the proposal.
8. The corporation's record of responsible environmental stewardship.

D . Process of selling sponsorships. The following process shall be followed in selling sponsorships:

1. The cost of each Sponsorship Package will be based on the value of the exposure and the amount of benefits that are received by the potential sponsor for each sponsorship (see proposed sponsorship packages)
2. All details involved with a Sponsorship Package will be approved by the Director and others as outlined herein,
4. All billing for the sponsorship fees will be processed through SCPRD

E. Sponsorship Program and Administration.

1. **Administration.** SCPRD selected Genesis Marketing to be the "Sponsorship Contractor" who shall be responsible for the daily administration of SCPRD sponsorship

program, in a manner consistent with these guidelines. The Director shall be designated as the primary contact for SCPRD.

2. **Procedure.** The Sponsorship Contractor shall review each potential sponsor to determine whether the Sponsor falls within the adopted standards and guidelines. Depending upon the annual value of the sponsorship, the following steps shall then commence:

a. Single Sponsor seeking to enter into agreement for sponsorship(s) with an individual or accumulative annual value of not more than \$15,000 shall commence as follows:

- i. The Sponsorship Contractor shall make recommendation to the Director for approval based on compatibility with the adopted restrictions, standards and guidelines set forth in this policy.
- ii. The Director will review the sponsorship proposal to confirm/determine whether the Sponsor meets the adopted restrictions, standards and guidelines set forth in this policy.
- iii. If adopted standards and guidelines appear to be met, the Director shall seek participation from a Sponsorship Sub-Committee, comprised of three-members of the Spokane County Parks Advisory Committee. The Director and the Sponsorship Sub-Committee shall take special time and care to include compatibility criteria as part of the final review and consideration of the proposal.
- iv. Ultimately, both the Director and the Sponsorship Sub-Committee shall each render a final decision to deny or approve the sponsor providing a brief statement of finding(s) in support of decision rendered. The Sponsorship shall not commence in the event that either the Director or the Sponsorship Sub-Committee (2 of 3 members) render a decision to deny the Sponsorship.

b. Single Sponsor seeking to enter into agreement for sponsorship(s) with an individual or accumulative annual value of greater than \$15,000 shall commence as outlined in above Section E. (2) And are subject to approval of the Board of Spokane County Commissioners as outlined in Section F. Approval, Board of Spokane County Commissioners as follows:

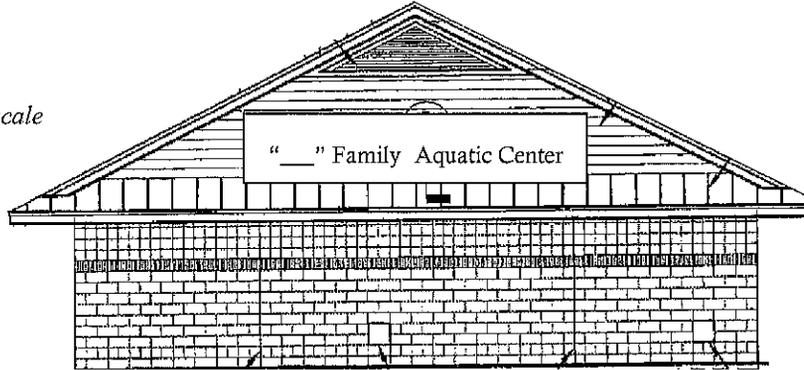
F. Approval, Board of Spokane County Commissioners. Upon joint review and compatibility approval of both the Director and the Sponsorship Sub-Committee, the Director shall prepare and present said findings in the form of a recommendation to the Board of Spokane County Commissioners for consideration. Specifically, the Director shall seek authorization /approval by resolution of the Board of Spokane County Commissioners to enter into said sponsorship agreement on behalf of Spokane County. Upon the approval of the Board of County Commissioners, the Director shall commence with entering into a

formal agreement with the sponsor, consistent with the Sponsorship Program, Spokane County Code and Guidelines as specified, on behalf of Spokane County.

Exhibit A & Exhibit B

NORTHSIDE & SOUTHSIDE AQUACTIC CENTER SPONSORSHIP

Signage not to scale



The North Side Family Aquatic Center is located at 18120 N. Hatch Rd. To get to the Aquatic Center drive 2 miles North on Highway 395 from Wandermere Mall and take the Hatch Road exit, turn right at stop sign then go 1.5 miles North on Hatch Road. Northside Family Aquatic facility is located on right side up on a hillside.

The South Side Family Aquatic Center is located at 3724 E. 61st Ave, Spokane WA 99223. This facility is currently in the later stages of construction and will open mid June, 2008.

THE GOALS OF THE SPONSORSHIP:

- Provide a fun and safe environment for families
- Ability for sponsor to reach guests of the Aquatic Centers in a fun and friendly setting with sponsor's sales offer
- Establish sponsor's contribution is a significant factor in making the Aquatic Centers available to the public; granting the sponsor the identity of being a STRONG community supporter

BENEFITS GIVEN TO THE SPONSOR:

- Naming rights of both Aquatic Centers, this will include website and signage,* see specifics outlined below:

~Southside Aquatics Center:

-One permanent sign on the sponsor's choice of Building wall not to exceed 20 square feet in size.

-Two temporary banners (each banner not to exceed 20 square feet in size) to be displayed in a location mutually determined by Sponsor & Spokane County Parks and Recreation Department during the aquatic season.

**Spokane County Parks and Recreation Department reserves final approval on anything pertaining to the sponsorship, including, but not limited to all signage design/color, placement and material. All signs will comply with the rules set forth in Chapter 14.804 Signage Standards of the Spokane County Zoning Code*

Exhibit A & Exhibit B

~Northside Aquatics Center:

- One permanent sign on the sponsor's choice of Building wall not to exceed 20 square feet in size.
- Two temporary banners (each banner not to exceed 20 square feet in size) to be displayed in a location mutually determined by Sponsor & Spokane County Parks and Recreation Department during the aquatic season.

The goal is to provide non-illuminated, spectacular, professional signage without jeopardizing the architectural layout of the building and aesthetics associated with a park setting. All costs associated with signage will be at the expense of Spokane County Park and Recreation.

- All flyers, brochures, paperwork of any kind that is used in the Aquatic Centers will utilize the sponsor's name. Anything printed on behalf of the Aquatic Centers will be done at the expense of Spokane County Park and Recreation.
- Visors and staff uniforms (shirts) will include sponsor's logo on them, as the "Sponsor" Family Aquatic Center.
- All receipts from the cashier stands at the Aquatic Centers will include sponsors name.
- Within the confines of the sponsorship program, the sponsor will have the ability to have a portable display onsite at both Aquatic Centers promoting the sponsor's business. The costs associated with setting this display up will be at the expense of the sponsor. It will be the responsibility of the sponsor to maintain and clean this display.
- Sponsor will receive 500 (\$2,500 value) tickets each season for promotional or for employee benefits.
- A portion of the sponsorship dollars will be designated to the Spokane Park Foundation providing swim lessons at South Side Center (\$1,000) and swim suits (\$500) for children of low-income families. Sponsor donation would be acknowledged onsite, as well as through literature and on the website.

SPONSOR INVESTMENT:

Option 1: Northside A.C.

2008: \$24,000
2009: \$24,000
2010: \$25,000
2011: \$25,900
2012: \$25,900
(\$124,800)

Option 2: Southside A.C.

2008: \$36,800
2009: \$36,800
2010: \$38,800
2011: \$40,800
2012: \$40,800
(\$194,000)

Option 3: Combined Sponsorship:

2008: \$52,000
2009: \$52,000
2010: \$52,000
2011: \$52,000
2012: \$52,000
(\$260,000)

**Spokane County Parks and Recreation Department reserves final approval on anything pertaining to the sponsorship, including, but not limited to all signage design/color, placement and material. All signs will comply with the rules set forth in Chapter 14.804 Signage Standards of the Spokane County Zoning Code*



Spokane County

PLANTE'S FERRY REGIONAL SPORTS STADIUM SPONSORSHIP



Spokane County

PLANTE'S FERRY PARK

Located at East 12308 Upriver Drive, Plante's Ferry Regional Sports Stadium offers 90.7 acres, 600 parking spaces, restrooms, beach access, drinking fountains, a shelter, pathways, irrigated lawn, picnic area, shop buildings, playgrounds, softball fields and soccer fields.

Overlooking the Spokane River, Plante's Ferry Sports Stadium is located in Spokane Valley along the north bank of the Spokane River. The park is one of the areas richest historical sites. It was once a principle river crossing for the Spokane Indian Tribe. Fur trader Antoine Plante built the first permanent residence in Spokane Valley here in 1849. He established the first ferry service across the river in 1851. In 1855, Territorial Governor Isaac Stevens negotiated a peace treaty with the Indians at this location. Captain John Mullan later chose the area as a key link in the Mullan Trail. The site is commemorated with a monument erected by the Spokane County Pioneer Society in 1938.

Spokane County acquired the main portion of the park in 1952 from the Inland Empire Paper Company. Improvements began with the construction of a water system, restrooms and a footbridge across a ravine separating the park from the access road. Spokane Valley Junior Women's Club donated funds over a period of years for picnic tables, fireplaces, and the original shelter.

In 1991, Spokane County purchased an additional 70 acres adjacent to the east of the park using matching Interagency Committee for Outdoor Recreation (IAC) grant funds. The County also, entered into an agreement with Spokane Valley Junior Soccer Association regarding joint development of soccer facilities. In 1997, Spokane County secured another IAC grant for development of 13 (thirteen) soccer fields as well as 5 (five) softball fields, additional restrooms, playground equipment, two picnic areas, ADA pathways, concession facility and a new parking lot.

SOFTBALL FIELD SPONSORSHIP PACKAGES

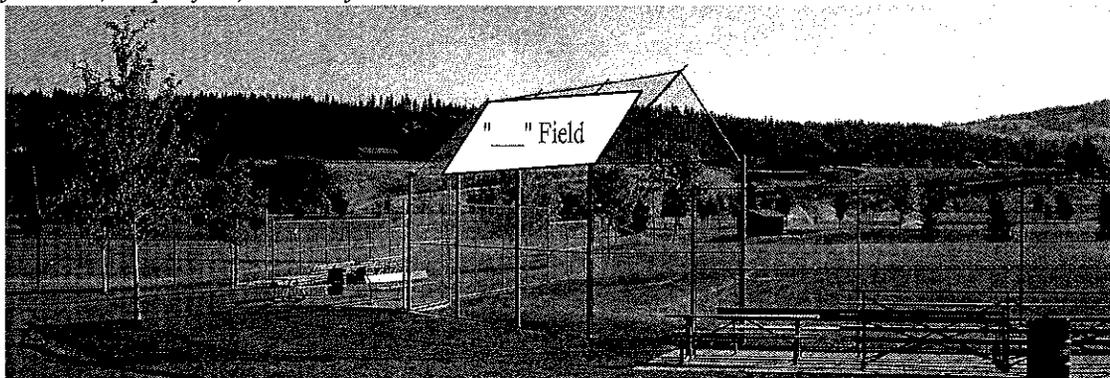
Softball field sign sponsors will not only be exposed to the traffic of softball players and spectators, but also to the estimated 500,000 Sports Stadium visitors each year. Annual estimate of visitors was reported by the Spokane Valley Junior Soccer Overview on October 1, 2007.

Option 1: Sponsorship of one softball field, which includes one double sided, full color, 4' x 5' Dibond Sign* that is displayed on the backstop for spectators and players alike to see.

Sponsor fee is \$3,500 per year, with a 3 year commitment.

Option 2: Sponsorship of all 5 ball fields, each includes one double sided, full color, 4' x 5' Dibond Sign* per ball field (5 total) to be displayed on the backstop for spectators and players alike to see.

Sponsor fee is \$12,000 per year, with a 3 year commitment.



Signage shown is not to scale

**Spokane County Parks and Recreation Department reserves final approval on all signage design / color, placement and material. All signs will comply with the rules set forth in Chapter 14.804 Signage Standards of the Spokane County Zoning Code*



SPOKANE COUNTY

LINWOOD PARK BALL FIELD SPONSORSHIP



SPOKANE COUNTY

LINWOOD PARK

Located at West 100 Eastmont, Linwood Park features 5.9 acres, 33 parking spaces, a basketball court, playground equipment, a tennis courts, softball field, picnic area, shelter, irrigation, and a drinking fountain. Restrooms are available.

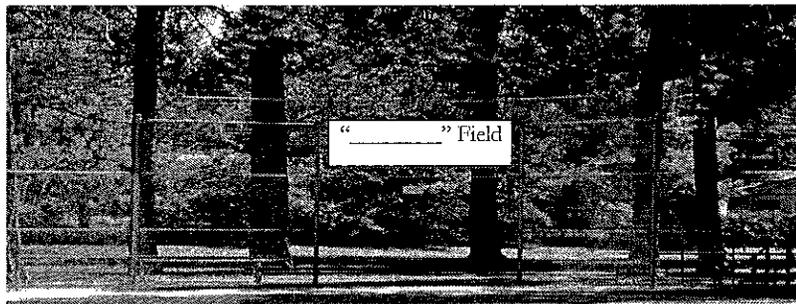
Linwood Park is located in the suburban north Spokane County on the east side of Country Homes Boulevard in the Town and Country area. The park is surrounded on three sides by single-family residences.

The major portion of the Linwood site was purchased by Spokane County in 1959, with an additional .78 acres added a few months after the initial purchase.

In 1960, a group of neighbors interested in developing the park organized as the Linwood Community Association. This group raised money and donated significant labor in helping to build the ball field, tennis court, basketball court, picnic facilities, and to purchase play equipment. In 1984 when the development of the park was complete, the Association was dissolved. The 1988 Park Bond improvements included irrigation, replacing the restroom and constructing a new structural play system. The shelter was remodeled and new playground equipment was added in 1993, with accessibility for the handicapped provided. The roof on the shelter was replaced and repairs were made to the sidewalk around the restroom in 2001.

SPONSORSHIP PACKAGE

Ball Field Sponsorship: Year round signage* on ball field. One sign that is double sided, full color, 4' x 5' Dibond Sign that is displayed on the backstop for spectators and players alike to see.
Sponsor fee is \$2,500 per year with a 3 year commitment.



Signage shown is not to scale

**Spokane County Parks and Recreation Department reserves final approval on all signage design / color, placement and material. All signs will comply with the rules set forth in Chapter 14.804 Signage Standards of the Spokane County Zoning Code*



ORCHARD AVENUE PARK SPORTS FIELD SPONSORSHIP



SPOKANE COUNTY

SPOKANE COUNTY

ORCHARD AVENUE PARK

Located at North 3300 Park Road, Orchard Avenue Park features 3.8 acres, 50 parking spaces, a restroom, playground equipment, irrigated lawn, picnic area, informal sports field, 2 gravel parking lots, and a drinking fountain.

Orchard Avenue Park property is owned by the City of Spokane and Felts Field Airport, and has been leased to Spokane County Parks through a series of lease agreements. The site borders the east side of the airport next to established older single-family residential neighborhoods.

The land for the park was originally leased to the Parks Department in 1960 and was supported by the Orchard Avenue Community Club. A ball diamond was built and the sponsoring group provided the backstop and fencing.

In 1983 a new lease was signed that added an additional 11 acres for a proposal to build a sports complex that contained 4 soccer fields for the Spokane Youth Soccer Association. However, limited funding and concerns by local neighborhoods regarding its impact prevented the project from being developed. In 1992 a new lease was agreed to with the Airport Authority that limited the park to its current single ball diamond.

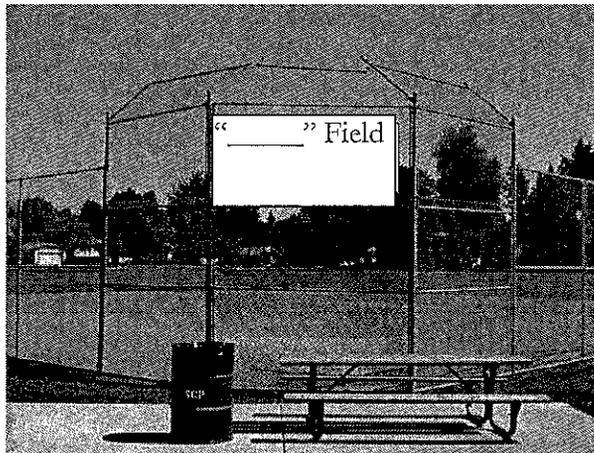
Local neighborhood participation has helped fund recent park improvements including an irrigation system and backstop being relocated to make room for the new playground equipment in 1993. In 1996, new playground equipment was added to the park and new trees were donated in 1998.

The park receives steady use and is supported by the neighborhood and several private benefactors.

SPONSORSHIP PACKAGE

Sports Field Sponsorship: Year round signage* on sports field. One sign that is double sided, full color, 4' x 5' Dibond Sign that is displayed on the backstop for spectators and players alike to see.

Sponsor fee is \$2,500 per year with a 3 year commitment.



Signage shown is not to scale

**Spokane County Parks and Recreation Department reserves final approval on all signage design / color, placement and material. All signs will comply with the rules set forth in Chapter 14.804 Signage Standards of the Spokane County Zoning Code*



LIBERTY LAKE REGIONAL PARK SHELTER & CAMPGROUND SPONSORSHIP



LIBERTY LAKE

Located at South 3707 Zephyr Road, Liberty Lake Regional Park offers 2,757.6 acres, 200 parking spaces, restrooms, volleyball, campsites, pump/pump house, dock, swimming, lifeguards, observation area, shelter, drinking fountains, irrigated lawn, 10-miles hiking/equestrian trails, picnic area bridges, amphitheater, and BBQ's.

Liberty Lake Regional Park/Natural Area is one of the northwest's largest County parks and is located southwest of Liberty Lake, between the southeast shore of the lake and Mica Peak's north slope. Elevation varies from 2,100 feet to approximately 4,600 feet. The diverse topography includes meadow areas, upper and lower story forests, a sand beach, and a marsh bordering the Liberty Lake shoreline. The forested areas, which compromise the majority of the site, are mostly Ponderosa Pine, with some area of Douglas Fir and occasional pockets of Red Cedar. Liberty Creek is the principle waterway that drains the hillside and feeds Liberty Lake.

The park originally was a thriving resort area at the turn of the century for city and local residents. The Miller family purchased much of the land in this area and became known as the Miller Ranch providing meals and overnight lodging to visitors. Spokane County purchased the property from the family in 1966 using County funds along with Federal and State matching grants.

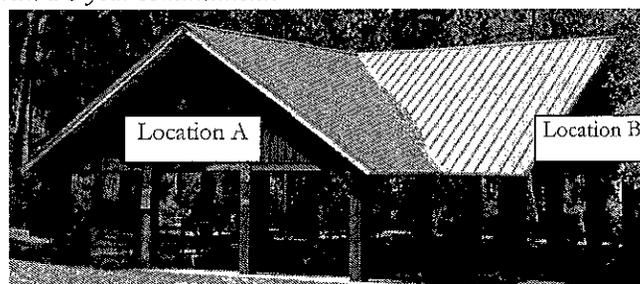
Most of the park improvements were made in 1972. Beach facilities were upgraded and a large timber form play area was installed, along with picnic facilities, restrooms, landscaping and trails. A shelter, and outdoor amphitheater, and an environment interpretive area with observation deck were added. New play equipment was installed in 1985 and removed for safety reasons in 2007. The shelter was rebuilt in 1987. The observation decking received some improvements in 1993. The park has RV and tent camping available on a limited basis and has a sewage dump station. The park was connected to the area's public sewer system in 1996. The park received many repairs to existing facilities in 2001, including the re-roofing of 7 structures, upgrades to the water system, grooming of trails, re-surfing of the swing set area and swim beach, repairs to picnic tables, fire pits and directional signs and observation decking.

The majority of the park is a natural area and has been developed only for pedestrian and horse trails. The park serves as an important protection feature for the watershed into Liberty Lake. In 2002 Liberty Lake Regional Park received the following improvements; reconstruction of the wetland observation deck and platform and a new hiking/equestrian parking lot.

SPONSORSHIP PACKAGE

Shelter and Campground Sponsorship: This includes permanent year round signage* that the Spokane County Parks and Recreation Department will maintain. This signage will be one single sided 4' x 5' full color sign made of Dibond material, to be placed on the sponsor's choice of wall (location A or B).

Sponsor fee: \$4,500 per year with a 3 year commitment.



Signage shown is not to scale

**Spokane County Parks and Recreation Department reserves final approval on all signage design/color, placement and material. All signs will comply with the rules set forth in Chapter 14.804 Signage Standards of the Spokane County Zoning Code*

Title 7
PARKS AND RECREATION

UPDATED: March 8, 2013

Chapters:

- 7.01 DEFINITIONS
- 7.02 GENERAL PROVISIONS
- 7.08 FACILITIES USE CHARGES
- 7.09 PARKING FEE ENFORCEMENT
- 7.12 RULES FOR USE OF FACILITIES
- 7.16 LAND DEDICATIONS
- 7.20 PARK AND RECREATION DISTRICTS
- 7.24 EARTHWORKS

For provisions regarding concession contracts for recreational facilities, see K.C.C. chapter 4.57.

7.01 DEFINITIONS

Sections:

- 7.01.010 Definitions

7.01.010 Definitions. The definitions in this section apply throughout this title and K.C.C. chapter 4.57, unless the context clearly requires otherwise.

A. "Advertising" means promotional activity for the financial gain of those undertaking the activity or causing the activity to be undertaken, including, but not limited to, placing signs, posters, placards or any other display device in publicly visible location within a parks and recreation facility. "Advertising" does not include posting of an announcement on a community bulletin board, consistent with any applicable rules for the use of community bulletin boards.

B. "Aircraft" means any machine or device designed to travel through the air including, but not limited to, airplanes, helicopters, ultra light type planes, gliders, remote-control planes and gliders, hot air balloons, kites and balloons.

C. "Alcoholic beverages" or "liquor" includes the four varieties of liquor defined as alcohol, spirits, wine and beer, all fermented, spirituous, vinous, or malt liquor, and all other intoxicating beverages, and every liquor, solid or semisolid or other substance, patented or not, containing alcohol, spirits, wine or beer; all drinks or drinkable liquids and all preparations or mixtures capable of human consumption. Any liquor, semisolid, solid or other substance that contains more than one percent alcohol by weight shall be conclusively deemed to be intoxicating.

D. "Associated marine area" means any water area within one hundred feet of any parks and recreation facility such as a dock, pier, float, buoy, log boom or other object that is part of a parks and recreation facility, only if the area does not include private property.

E. "Boat" means any contrivance up to sixty-five feet in length overall, used or capable of being used as a means of transportation on water.

F. "Camper" means a motorized vehicle containing either sleeping or housekeeping accommodations, or both, and shall include a pickup truck with camper, a van-type body, a converted bus, or any similar type vehicle.

G. "Camping" means erecting a tent or shelter or arranging bedding or both for the purpose of, or in such a way as will permit remaining overnight, or parking a trailer, camper or other vehicle for the purpose of remaining overnight.

H. "Campsite" means camping sites designated by the director.

I. "Change" a fee means to alter the amount of a fee.

J. "Concession" means the privilege or authority to sell goods or services within parks and recreation facilities or to operate parks and recreation facilities or a portion thereof.

K. "Concession contract" or "concession agreement" means the agreement granting a person a concession with respect to a parks and recreation facility.

L. "Department" means the department of natural resources and parks.

M. "Director" means the director of the department of natural resources and parks or the director's designee.

O. User fees generated under this chapter shall be applied solely to parks and recreation purposes. (Ord. 16553 § 16, 2009; Ord. 14509 § 7, 2002).

7.08.070 Gifts, bequests and donations.

A. Consistent with K.C.C. chapter 3.04, the director may solicit and accept from the general and business communities and all other persons, gifts, bequests and donations to the county of or in support of parks and recreation facilities and programs.

B. All gifts, bequests and donations of money to the county for parks and recreation purposes shall be deposited and credited to the parks trust and contribution fund created under K.C.C. 4.08.095.

C. The director shall assure that expenditures from the gift, bequest or donation are consistent with the terms, if any, requested by the grantor. (Ord. 14509 § 9, 2002).

7.08.080 Advertising, sponsorship and naming rights.

A. The director may negotiate and enter into advertising, sponsorship and naming rights agreements for the purpose of providing financial support for parks and recreation facilities and programs.

B.1. Advertising is prohibited at parks and recreation facilities unless the advertising is under an agreement or permit identified in K.C.C. 7.08.100. Advertising shall be restricted to commercial speech.

2. Agreements authorizing advertising at parks and recreation facilities shall contain provisions to ensure that advertising is consistent with the existing aesthetics of the particular facility. To the extent feasible, agreements shall specify that advertising signs have a consistent look throughout a particular facility, such as similar sizes and background colors, and that the signs are affixed in a way that minimizes wear and tear on parks and recreation facilities. Except for signs associated with lighted scoreboards, the director shall not enter into agreements authorizing neon signs and light boards for outdoor areas at parks and recreation facilities. Unless authorized by ordinance, advertising in regional resource and ecological lands shall not be larger than two feet in either height or width. All sign agreements shall require that the signs be removed at the end of the agreement.

C. Advertisers and sponsors shall agree not to engage in discrimination. Furthermore, an advertising, sponsorship or naming rights agreement may not result in the advertisement of spirits or tobacco products in violation of K.C.C. chapter 12.51.

D. The director may impose additional subject-matter restrictions on advertising, sponsorship and naming rights agreements consistent with applicable law and the use of parks and recreation facilities by citizens of all ages, in particular young children and families.

E. Revenue generated from advertising, sponsorship and naming rights agreements entered into under this section shall be applied solely to parks and recreation purposes. (Ord. 14509 § 10, 2002).

7.08.090 Reporting requirements. The division shall provide a written report to the council, filed with the clerk of the council, at least four times each year, by March 15, June 15, September 15 and December 15, and more frequently as directed by the council by motion, regarding the execution of the division's duties and responsibilities as established in K.C.C. 2.16.045.E. Following transmittal of each written report, the division shall also make an oral presentation to the council. The written reports and oral presentations shall include, but shall not be limited to, information as to the division's efforts in:

A. Meeting revenue targets under K.C.C. 7.08.060;

B. Implementing entrepreneurial strategies including advertising, leasing and concession agreements;

C. Pursuing gifts, bequests and donations, including the value and sources of gifts, bequests and donations received;

D. Developing agreements with other organizations to provide recreation services;

E. Transferring parks and recreation assets within incorporated areas or potential annexation areas to cities; and

F. Community outreach and involvement. (Ord. 14509 § 11, 2002).

7.08.100 Types of agreements and permits. The director may utilize the following types of agreements and permits:

A. An advertising, sponsorship or naming rights agreement in accordance with K.C.C. 7.08.080;

B. A concession contract in accordance with K.C.C. chapter 4.57;

C. A lease, rental or use agreement in accordance with K.C.C. 4.56.150;

D. A permit in accordance with K.C.C. 7.12.040; or

E. A special use permit in accordance with K.C.C. 7.12.050. (Ord. 14509 § 12, 2002).

7.08.110 Improvement or construction in excess of fifty thousand dollars in park - ordinance required. ~~No improvement or construction in any county park with a fair market value in~~