

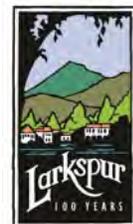
Application Packet for the

City of Larkspur's

Parks Donation

& Memorial Program

as adopted on March 4, 2015
by the City of Larkspur City Council
Resolution No. 10-15





City of Larkspur's Parks Donation & Memorial Program

POLICIES AND GUIDELINES

The intent of the Policies for the Park Donation & Memorial Program (PDMP) is to create a program that is flexible and responsive to the needs of our community's donors, while balancing the need to benefit the City's parks and trail system.

GENERAL TERMS & CONDITIONS

1. If the Donor has a desired installation location for the donated Park Furnishing (benches, picnic tables, or refuse-recycle receptacle), the City will work with the Donor to accommodate the request. The final decision, however, regarding location and placement must be consistent with the Piper Park Master Plan and the Mini-Parks Action Plan and as approved by the Parks and Recreation Commission.
2. The City shall maintain or replace a damaged or stolen Park Furnishing for a ten (10) year period. The donation amount shall be updated periodically to keep pace with inflation and to cover actual maintenance and repair costs. Damaged or stolen Park Furnishings will be replaced only once in the ten year period. Additional replacements of a Park Furnishing or plaque, or replacement beyond the ten year period, will be subject to a subsequent donation, or the damaged Park Furnishing and plaque will be removed.
3. At the ninth year, a notice will be sent to the Donor at the address provided on this Agreement. The Donor will be informed of the expiration date and the renewal procedure. If the Donor does not respond by the end of the tenth year, or if the letter is returned, the plaque will be removed and stored for one year at the Public Works Department. If the Donor contacts the City after the ten year period has expired and the plaque has been removed, the City will have no obligation to honor the Park Furnishing as a memorial and/or return the plaque.
4. Should the Donor want a second term for the memorial Park Furnishing and the site is still available, or the 10-year term has not yet expired, the Donor will be required to initiate a new Agreement from the initial step. The cost to the Donor for this second term will be the same minus the cost of the existing plaque.
5. Unless otherwise agreed to in writing by the City, all commemorative benches and plaques that have been installed prior to March 4, 2015 shall be maintained for a ten-year period commencing March 4, 2015.
6. The Public Works Director and the Donor will complete and sign the PDMP program Donation and Maintenance Agreement (starting on page 3).

PLAQUES

7. Commemorative plaques installed on Park Furnishings must be for an individual or a purpose that is non-controversial with text that is appropriate for display in a public place, and approved by the Director of Public Works. Text that in any way markets a product or service shall not be permitted.

DONOR RESPONSIBILITY

8. It is the responsibility of the Donor to notify the Public Works Department of current contact information (i.e. change of address, phone, or email) during the ten-year Bench Agreement period.

CITY RESPONSIBILITY

9. Park Furnishing donations received by the City shall be placed in a revenue and expenditure account reserved for the PDMP program. All purchases and expenditures for Park Furnishings and plaques shall be made from this account. At the end of each year, the funds that are not used for this program will be carried over into the next budget year to cover any maintenance, repair, or replacement required by the PDMP program.
10. The Public Works Department will inventory, date, and maintain a listing of commemorative site furnishings and plaques.

DISPUTES

11. Any disputes regarding the operation of the PDMP program will be resolved by the Public Works Director.
12. The City Manager will be the final source of appeal for any disputes regarding this program, and any additional appeal or complaint process, whether in court or otherwise, is expressly waived by Donor.

