



---

## **Raymore Park Board Work Session Agenda**

**Tuesday, May 9, 2017  
6:00PM - City Hall  
100 Municipal Circle  
Raymore, Missouri 64083**

### **1. Public Art MOU**

- a. The Parks and Recreation Board and the Arts Commission will review the Public Art MOU as presented by staff.

### **2. Centerview Rental Policy**

- a. Parks and Recreation staff will present the policy for rental procedures at Centerview for Park Board review.
  - i. Other materials will be provided

### **3. Other**

### **4. Adjournment**

## **PUBLIC ART COOPERATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING**

THIS PUBLIC ART COOPERATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City Manager of the City of Raymore, Missouri, and agent and official of the City of Raymore, Missouri appointed and serving pursuant to Articles V of the Charter of the City of Raymore, Missouri and the Parks and Recreation Board of the City of Raymore, Missouri, an administrative board and agency of the City of Raymore, Missouri established and existing pursuant to Sections 90.500 through 90.570 of the Revised Statutes of Missouri, as amended, and Article VIII of the Charter of the City of Raymore, Missouri.

### **ARTICLE I DEFINITIONS**

For purposes of this Public Art Cooperation Agreement and Memorandum of Understanding the following terms shall have, and be defined, according to following definitions:

A. Arts Commission. When used within this Public Art Cooperation Agreement and Memorandum of Understanding, the term “Arts Commission” shall refer to, and be defined as, the duly constituted and appointed Raymore Public Arts Commission.

B. Charter. When used within this Public Art Cooperation Agreement and Memorandum of Understanding, the term “Charter” shall refer to, and be defined as, the Charter of the City of Raymore, as currently adopted.

C. City. When used within this Public Art Cooperation Agreement and Memorandum of Understanding, the term “City” shall refer to, and be defined as, the City of Raymore, Missouri a charter city within Cass County, Missouri.

D. City Council. When used within this Public Art Cooperation Agreement and Memorandum of Understanding, the term “City Council” shall refer to, and be defined as, the City Council for the City.

E. City Manager. When used within this Public Art Cooperation Agreement and Memorandum of Understanding, the term “City Manager” shall refer to, and be defined as, the current acting city manager for the City.

F. MOU. When used within this Public Art Cooperation Agreement and Memorandum of Understanding, the term “MOU” shall refer to, and be defined as, this agreement which is being created for the purposes of identifying and outlining the details and arrangement for installation, maintenance and funding of public artwork within the City.

G. Original Memorandum. When used within this MOU, the term “Original

Memorandum” shall refer to, and be defined as, the Cooperation Agreement and Memorandum of Understanding governing the operation of the City Manager and the Park Board dated February 26<sup>th</sup>, 2001 which is and remains in full force and effect.

F. Park Board. When used within this MOU, the term “Park Board” shall refer to and be defined as, the duly appointed and constituted Parks and Recreation Board of the City.

G. Public Art. When used within this MOU, the term “Public Art” shall refer to, and be defined as, art in any media that has been planned and executed with the intention of being staged in the physical public domain, usually outside and accessible for viewing and observance by all.

## ARTICLE II RECITALS

A. Pursuant to Article VIII of the Charter, the Park Board enjoys such authority as is conferred by Section 90.500 through 90.570 of the Revised Statutes of Missouri, as amended, including without limitation the supervision and custody of the City’s parks.

B. Pursuant to Article V of the Charter, the City Manager serves as the chief administrative officer of the City and exercises various powers and duties in the areas of administration of City departments and agencies, personnel supervision, budgetary matters, financial supervision, and contractual authority.

C. On February 26<sup>th</sup>, 2001, the Park Board and the then-acting City Manager, with approval of the City Council, entered into the Original Memorandum to recognize and clarify understandings, procedures, relationships and duties governing the efficient provision of services and the satisfaction of their respective duties and areas of responsibility under the Charter and applicable law and to memorialize the same.

D. Since the establishment of the Original Memorandum the City has continued to expand the services and amenities for its citizenry including the creation of new parks, public lands and public facilities which the parties agree will be benefitted by Public Art.

E. In contemplation of the Original Memorandum, the City Manager and Park Board desire to establish this MOU seeking to recognize and clarify understandings, procedures, relationships and duties governing the commissioning, installation and maintenance of Public Art on the new parks, public lands and public facilities maintained by the Park Board.

NOW THEREFORE, in consideration of the foregoing recitals and of the mutual promises and understandings set forth herein, the parties hereby agree as follows:

ARTICLE III  
AGREEMENT TERMS

A. City Council Responsibilities. As to the commissioning, installation, maintenance and upkeep of Public Art within the park lands and facilities of the City, the City Council shall have the following control, supervision, improvement, care, custody and responsibilities:

1. The City Council shall provide for the creation, acquisition and installation of Public Art on land and in facilities owned by the Park Board. In the acquisition of Public Art, the City Council may utilize the assistance of the duly constituted and appointed Raymore Art Commission or direct donations of Public Art. In the purchase of Public Art, the City Council may, but is not limited to the utilization of the following funds sources (“Funding Sources”);

- (a) Funds allocated and budgeted by the City,
- (b) Direct donations of funds and Public Art from private citizens,
- (c) Endowed funds acquired by the Raymore Art Commission, and/or
- (d) Funds from grants (including matching grant funds) acquired through governmental and private entities, as may be available.

2. The City Council shall provide for all maintenance and upkeep of any Public Art acquired and installed in park lands and/or facilities owned by the Park Board and may utilize the Funding Sources identified above, in addition to any other funding that may be identified and/or obtained for the same.

3. The City Council shall provide funding, using the Funding Sources for all of the materials and labor required to install the Public Art within the park lands and/or facilities of the City maintained by the Park Board.

4. The City Council shall retain full and complete creative control over the acquisition and installation of the Public Art through the Arts Commission and its established processes at the approved locations identified by the Park Board as provided for in Section B (6) & (7) below.

B. Park Board and Director of the Raymore Parks and Recreation Department Responsibilities. As to the installation, maintenance and upkeep of Public Art within the park lands and facilities of the City, the Park Board and the Director of the Raymore Parks and Recreation Department shall have the following control, supervision and responsibilities:

1. The Director of the Raymore Parks and Recreation Department, shall be responsible to notify the Park Board in writing within thirty (30) days of a Request for Qualifications and/or Call for Artists being issued by the Arts Commission for Public Art,

including dates for public hearings on the selection of Public Art.

2. The Parks Board, by and through the Raymore Parks and Recreation Department shall provide in-kind labor to assist in the site preparation and support for the installation process of approved Public Art acquired by the City.

3. The Parks Board shall provide for the general maintenance and upkeep of the property around the installation of the Public Art within the park lands and/or facilities maintained by the Park Board including the replacement and maintenance of lighting included as part of the Public Art installation.

4. The Parks Board and Director of the Raymore Parks and Recreation Department shall monitor the status of all Public Art installed within the park lands and/or facilities maintained by the Park Board and shall be responsible for notifying the City Manager, and/or his designee, of any vandalism, weather damage or natural decay requiring that the Public Art be repaired, removed or replaced. If removed and replaced, any new Public Art shall be replaced using the established process for approval and installation.

5. The Park Board agrees that it shall not interfere with, nor deny, the placement of any Public Art that has been approved by the City Council through the established selection process for Public Art at the approved locations identified by the Park Board.

6. The Park Board shall be responsible for identifying approved locations within the parks system for placement of Public Art and shall institute procedures for the inclusion of the same in its park planning processes.

7. The Director of the Raymore Parks and Recreation Department shall notify the City Manager, or their designee, in writing at least thirty (30) days in advance of any park planning meetings by the Park Board that would include identification of approved locations for Public Art within the park lands and/or facilities maintained by the Park Board.

C. Title to Public Art. Unless otherwise determined by written agreement between the City and a commissioned artist, or between the City and the Park Board, the City shall retain full right, authority ownership and control over any Public Art installed within park lands or facilities operated by the Park Board.

D. Annual Report. On or before the second Monday in June, the Park Board shall prepare and present an annual report to the City Council stating:

1. The condition as of the first day of May of that year of the Public Art located within the parks properties and facilities as shall be from time to time entrusted to the Park Board;

2. The necessity for any maintenance and upkeep requirements for Public Art located within the park properties and facilities as shall be from time to time entrusted to the Park Board;

3. Any suggestions for additional park lands and/or facilities where Public Art may be suggested to better enhance the quality of life for the citizens and guests of the City; and

4. Such other statistics, information and suggestions as the Park Board may deem of general interest as it relates to Public Art within the park lands and/or facilities.

E. Conflict. Any conflict between the terms of this MOU and the Original Agreement shall be resolved in favor of the Original Agreement.

F. Term and Amendment.

1. Term. The initial term of this MOU shall commence upon its execution by the parties and shall run for a period of two (2) years from the date thereof. Thereafter, this MOU shall be automatically renewed for successive periods of two (2) years each without further action by the parties unless at least ten (10) days written notice of termination is given by either part to the other.

2. Amendment. This MOU may be amended only by a writing duly authorized and executed by both parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed in their respective names and capacities as of the day and date first above written.

CITY OF RAYMORE, MISSOURI

By:

James Feuerborn, City Manager

CITY OF RAYMORE, MISSOURI  
PARKS AND RECREATION BOARD

By:

William Manson, Chair



## Centerview Rental Policy

This document sets forth the policies and rules that govern the rental and usage of Centerview, 227 Municipal Circle, as approved by the Raymore Parks and Recreation Board.

### **Purpose**

The Centerview policy serves to guide the useage of the facility, its amenities and surrounding property of Centerview. This policy supersedes existing Parks and Recreation policies and only pertains to events, activities and gatherings at 227 Municipal Circle.

### **Requesting and Reserving Use of Centerview**

- a) Use of the facility is subject to its availability. All reservations for use will be made on a first come, first serve basis.
- b) No one under twenty-one (21) years of age may rent Centerview.
- c) The Parks and Recreation Department reserves the right to deny any rental, including denying use based upon past performance of renter(s) and/or rentals for similar purposes.
- d) Reservations for the use of Centerview shall be made with the Parks and Recreation Department.
- e) Reservations may be made up to 18 months in advance.
- f) Multiple or recurring rentals will be allowed from a single renter only if the facility is available, proper rental procedures are followed and appropriate deposits paid.
- g) Centerview reservations held on holidays as listed in the approved schedule of fees will be subject to the holiday rate. Centerview reservations are not available on the following days: Easter Day, Thanksgiving Day, and Christmas Day.
- h) Indoor Facilities are available for reservations in two-hour and four-hour minimum blocks depending on the time of day of the reservation.
- i) All forms must be completed and fees must be paid in full. A reservation will be considered firm only when a Centerview Facility Use Agreement has been received with the appropriate fees and accepted by Parks and Recreation staff. A security deposit will be required at the time of registration.
- j) Depending on the time and type of event, an additional staff fee or public safety fee may be charged.

## Categories of Use

There will be four categories of use by which the rental rate to use Centerview is determined: Resident, Government/Civic, Non-Resident, and Commercial.

Each category shall be defined as follows:

- a) Resident: An individual who maintains a permanent residence within the City and who is using the facility for a non-commercial purpose. A current utility bill (water/sewer, natural gas, or electricity) will be accepted as proof of residency.
- b) Non-resident: An individual who has not provided approved documentation of residency within the city and is using the facility for a non-commercial purpose.
- c) Commercial: Any business or individual using the facility for a business-related purpose.
- d) Government/Civic organizations will be charged 50% of the Residential rate if they are renting in Non-Prime Times and meet the following guidelines of: any state, county or local governmental entity or agency utilizing the facility for the conduct of official business of such entity or agency. The Parks and Recreation Director may waive the applicable fees at their discretion.
  - 1) Government/Civic organizations will be charged the full Commercial rate if holding an event in a prime time slot or the event is categorized as a fundraising activity, awards dinner or any other gathering that is primarily social in nature.
  - 2) Qualifications for Civic rates include meeting the Internal Revenue Service qualifications for 501(c)(3) status and provide proof of good standing as a valid registered non-profit entity with the Missouri Secretary of State. Proof of such organization's civic status shall be provided by the applicant with the application.

## General Facility Use Guidelines

- a) Centerview is a smoke-free facility. If it is discovered that renters or their guests are smoking in any area designated as a non-smoking, the deposit for the rental may be forfeited. Reference: Code of Ordinance Section 270.030 and 270.050 and as defined in section 191.769, RSMo.
- b) The rental start time means the facility will be open for the renter at the time stated on the rental agreement. No renter, guests, and/or vendors are able to enter the rented area until the start time. At the start time the renter and a Parks and Recreation staff member will complete a walkthrough inspection of the facility to verify the facility is set up, cleaned, and ready for use.
- c) The rental ending time means the facility must be empty of all guests and the renters have completed their tear-down/clean up of the event. The renter(s) shall ensure that the rented rooms are cleaned and left in the same state as when renter(s) arrived. A walkthrough inspection will be conducted by a Parks and Recreation employee at the conclusion of the use of the facility. Any additional cleaning or repairs required will be deducted from the deposit and any remaining amount will be charged to the renter(s).
- d) No keys will be given out to renter(s). A Parks and Recreation staff member will provide the necessary procedures to open and close the facility.



- e) The renter is responsible for the proper conduct of all persons present during the use of the facility. The renter will be financially responsible for any damage done by their guests. The renter or their designee, must be present at the facility at all times during the use of the facility or will risk forfeiting the deposit.
- f) Rental of Centerview shall **only** include setup and takedown of tables and chairs by Parks and Recreation Department staff as specified in the rental agreement. It is up to the renter to adjust the setup if it changes from the agreement. The renter is responsible for all other clean up and taking out of the trash.
  - 1) General cleanup is the renter's responsibility. All decorations, food, gifts and rental equipment must be removed from the facility at the end of the event.
  - 2) All cleaning supplies and trash bags will be provided. Trash must be placed in the appropriate receptacles.
  - 3) A walk through inspection will be conducted by a Parks and Recreation staff member at the conclusion of the use of the facility. Any additional cleaning or repairs required will be deducted from the security deposit and any remaining amount will be charged to the renter.
- g) Inflatables are not permitted at Centerview.
- h) Decorations may be permitted for tabletop and stand alone use only. Nothing can be affixed to the walls, windows, or rafters. The use of open flames - aside from the fire pit on the patio - must be approved by the Parks & Recreation Director.
  - 1) Approval for open flames will be granted for specific dates, times, and locations. Open flame devices must be under constant supervision and shall not unattended while burning. An approved fire extinguisher shall be immediately available in the area and at least one person must know how it operates. Open flame devices shall only be lit during the function. Flames will be immediately extinguished at the conclusion of the function. Open flame devices must be kept in a stationary, securely supported, non-combustible holder. Open flame devices must not be placed on windowsills or other areas that are unstable: or where the flame could come in contact with curtains or other hanging objects. Open flame devices will not be permitted in areas where occupants are standing in aisles or exits. Readily combustible materials, including draperies and curtains, must be secured at least three (3) feet from an open flame. Open flame devices must not be used in close proximity to heat or smoke detectors or sprinkler heads in such a way that the heat or smoke might activate the device.
  - 2) Electric (no flame) candles are recommended for use as opposed to open flame devices and are preferred by the fire marshal when a candle flame effect is desired.

## **Alcohol**

- a) Serving and the sale of alcohol is allowed at Centerview only by approval of the Director of the Parks & Recreation Department.
  - 1) **Renters** must complete the alcohol permit as part of the Centerview Facility

Use Agreement and agree to all terms therein.

- 2) **Vendors** serving alcohol must obtain all necessary City, County and State licenses, permits and show proof of compliance to the Parks and Recreation Department at least 60 days before the scheduled event. Vendors must be able to produce required permits and licenses throughout the duration of the event.
  - 3) **Guests** in attendance must comply with all City, County and State laws regulating the serving and consumption of alcohol.
- b) A \$100 alcohol permit fee is due at the time of application.
  - c) Public safety officers will be required to provide security for any event that will be serving alcohol.
  - d) Alcohol can only be served and consumed during the prime time blocks or listed holidays in the approved schedule of fees. Designated serving times must be specified in the application and approved by the Parks and Recreation Director.

### **Public Safety**

- a) Public Safety Officers are required for any rental during prime time or holiday rentals. Hourly rates and security ratios for public safety officers are provided in the approved schedule of fees.
- b) Parks and Recreation staff will schedule Public Safety Officer(s) for the reservation date.
- c) Cancellation of a public safety officer must be made 10 business days prior to the event. Renter will be responsible for two hours of pay for each scheduled officer if cancellation is made less than 10 business days prior to the event.

### **Fees and Deposits**

- a) A reservation will be considered firm only when a Centerview Facility Use Agreement has been received and accepted by Parks and Recreation staff, and the deposit has been turned in at the Parks and Recreation office.
- b) For each Facility Use Agreement for Centerview, the Renter(s) will be required to submit a refundable security deposit made payable to Raymore Parks and Recreation at the Parks and Recreation Office prior to a firm reservation date being placed on the calendar. The fee will be deposited in the City's bank account and refunded with a City check after the function has concluded (provided the condition of the facility is in the same order it was before the event).
- c) For a recurring event done by the same renter, the renter will be required to pay 30% of the total rental. The deposit will be returned annually if all recurrences are paid in full.
- d) Additional fees may be charged based on the type of event. Security, Alcohol Permit, Audio/Video, and Holiday rates are listed in the approved schedule of fees as additional considerations based on the type and needs of the rental.

### **Facility Use Agreement Procedure**

- a) Centerview Facility Use Agreements can be obtained at the Parks and Recreation

Office or online at the City's webpage.

- b) If the date of the event is available, an authorized use agreement can only be executed in person at the Parks and Recreation Office upon receipt of the facility deposit.

### **Cancellations**

- a) Individuals or groups requesting cancellation of reservations of the Centerview Facility spaces must do so at least sixty (60) days prior to the scheduled use date. Notice of cancellation shall be made in writing to the Parks and Recreation Department by the Renter(s). If the cancellation request is received less than sixty (60) days prior to the scheduled use date, or if the Renter(s) fails to use the facility on the scheduled use date, the Renter(s) shall forfeit the required security deposit.
- b) No refunds for inclement weather. Exceptions to this policy may be made on a case-by-case basis in the event of very severe weather or unusual emergency. The Parks and Recreation Director will review any requests that qualify under these conditions.
- c) The Parks and Recreation Department reserves the right to cancel any event due to severe inclement weather for safety reasons. In the event of Department driven cancellation, the renter will be given the option to reschedule at a reduced cost or a full refund.