

City of Coppel
Parks and Recreation Department
Policy for Donations to the Parks System
Effective November 2022

Statement

The City of Coppel (hereinafter “City”) has the desire to preserve the aesthetics and integrity of the park system while allowing donated projects (memorials, monuments, benches, etc.) for the further development of the parks. Various city organizations, civic groups and others occasionally approach the Parks and Recreation Department with proposed projects for installation in the park system.

The City desires to create an application process which will outline the requirements for potential projects and donations. This application will require a review process by the City and, if necessary, the Parks and Recreation Board (per Section C of this document) to determine if the qualifying criteria have been met.

Compliance with this policy, and subsequent approval of the project or donation, shall be a condition precedent to performing work on Public Park property unless contracted otherwise by the City.

While the City understands the occasional desire to donate monuments, memorials, or other projects, the City is under no obligation to accept the donation even if it meets all criteria set forth in this policy and meets all required application criteria.

I. Procedure

In order to apply to have a particular project reviewed, a responsible representative for the applying group must make application following the procedures below:

A. Application Criteria

Each applicant should be prepared to enter into an Agreement for Donation to the Parks System which will cover the work to be completed, submittal of documents to the Parks and Recreation Department for review, and will require a maintenance agreement unless waived by the City.

1. An Application for Donation to the Parks System Agreement should be filed with the Parks and Recreation Department at least 120 days prior to the beginning of the proposed work.
2. If construction is to take place by the applicant (in coordination with and approved by the City), applicant shall provide a Certificate of Liability Insurance with endorsement naming the City of Coppel as additional insured.

3. The Agreement shall be accompanied by drawings, specifications and descriptions of the proposal sufficient to describe the exact location of the project, materials to be used, colors, size of structures, etc.
4. Proposals that include structures of any type shall be accompanied by drawings sealed by a Texas Registered Engineer.
5. Proper Building Permits will be required after preliminary approval of the project, prior to any work beginning.

B. Criteria for Project or Donation

The following criteria are to establish the types of projects that will be allowed in the park system:

1. The project or donation is to benefit the park-going community. The project or donation must have a direct tie to the City of Coppell, a citizen of Coppell (who has resided in the city for at least 10 years), Coppell business owner, or Coppell volunteer.
2. Projects or items that have been endorsed and prioritized by the Parks and Recreation Board will be encouraged.
3. Projects or donations will be reviewed for potential impact to the city budget for future maintenance. The applicant should be prepared to file a maintenance agreement with the Parks and Recreation Department and may be required to remit documentation guaranteeing a perpetual maintenance fund.
4. Recognition of Applicant: The applicant will be allowed to place a plaque on the project or donation in recognition of the project. The plaque shall be no larger than 8"x12", made of metal, with engraved lettering. No graphics (logos, banners, symbols, etc.) shall be allowed on the plaque. The lettering shall read "A donation was made to the Coppell Parks and Recreation Department by (your group) for this (item, project)". Additional lettering shall be reviewed on a case by case basis, and City reserves the right to accept or reject the same in its sole discretion.
5. Donation/installation of living elements (trees, shrubs, etc.): the donation of living elements to the park system is discouraged. The applicant will be encouraged to make a monetary donation to the Parks and Recreation Department for tree plantings in lieu of donating living elements.
6. Projects or donations that interfere with any future plans for the park system will not be allowed, whether documented or otherwise

C. Approval Process

1. Initial Review of Application: Once applicant submits an Application containing all required information and documentation to the Parks and Recreation Department, the Director of Parks and Recreation will review and approve (if request is for a standard memorial bench only) or forward to the Parks and Recreation Board (all other requests) for further review. If Board review is required, the proposal will be placed on a Parks and Recreation Board meeting agenda within the next two regularly scheduled meetings for consideration.
2. Review by the Parks and Recreation Board: The Parks and Recreation Board will review the applicant's request and supporting documentation to determine feasibility, desirability, and compatibility of the proposal as it relates to the current and future vision and planning of the parks and recreation system. The Parks and Recreation Board may recommend approving placement of the proposed project; it may request additional information on the proposal; or it may deny placement of the proposed project or donation.
3. Denial by the Parks and Recreation Board: If the project or donation is not approved for placement by the Parks and Recreation Board, there is no further appeal.

II. Non Compliance

The applicant shall be responsible for ensuring compliance with the requirements of this policy. Noncompliance will result in temporary or permanent suspension of the agreement. The Director of Parks and Recreation shall make all determination and interpretation of this policy and compliance therewith.

City of Coppell
Parks and Recreation Department
Application for Donation to the Parks System

Name _____
Address _____
City _____
State/Zip _____ Telephone _____

Organization _____
Address (if different from above) _____

Name of Park and Exact Location of Desired Placement in Park (final location placement shall be the sole discretion of the City): _____

Please give a brief description of the proposed project: _____

Approximate timeframe for project: _____

Describe how this donation will benefit the park-going community and how it ties to the City of Coppell, a Coppell resident, business owner or volunteer: _____

I have attached:

Drawings of project.....☐
Specifications.....☐
Detailed description☐

Will a plaque be attached to the development/donation? ☐ Yes ☐ No
Does applicant plan to submit a Perpetual Maintenance Agreement? ☐ Yes ☐ No
Will the development require utility service such as water or electricity? ☐ Yes ☐ No

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To be determined by the Parks and Recreation Department:

Certificate of Liability Insurance & Endorsement naming the City of Coppell as additional insured (required for construction activities on city property). ☐ Yes ☐ No

PARKS AND RECREATION DEPARTMENT APPROVAL

Park Operations _____ Director _____
Assistant Director _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

LICENSE AGREEMENT

_____ This **AGREEMENT** is made by and between the City of Coppell, Texas, a Home Rule City (the “**CITY**”), and _____, a _____ Company (hereinafter, “**LICENSEE**”):

RECITALS

_____ **WHEREAS**, the **City** has the desire to allow projects for further development of the parks and to preserve the aesthetics and integrity of the park system; and

WHEREAS, the **City** has adopted a Policy for Donation to the Parks System (“**Policy**”) and an Application for Donation to the Parks System (“**Application**”) to be provided to interested Licensees; and

WHEREAS, the **Licensee** desires to develop that certain portion of the _____ Park (“**Park**”) as depicted on Exhibit “A,” which is attached hereto and incorporated herein for all purposes; and

WHEREAS, **Licensee** has read the **Policy**, understands and agrees to the terms and conditions provided therein, and has completed the **Application**; and

WHEREAS, the **City** and **Licensee** desire to enter into an Agreement for Licenseeship for said development as depicted in Exhibit “A” under the terms and conditions provided herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

That **Licensee** shall develop that certain portion of the **Park** as depicted in Exhibit “A,” which is attached hereto and incorporated herein by reference.

That the development shall be in accordance with the drawings and specifications submitted by the **Licensee** and approved by the **City**, which are attached hereto and incorporated herein by reference as Exhibits “A” and “B”, respectively, and which shall be generally described as follows:

It is understood and agreed that maintenance to the improvements made under this **Agreement** are the full responsibility of the **Licensee**, except as follow:

Any and all monuments and/or landscaping shall be in accordance with the **Policy** and shall be approved by the **City**.

Nothing contained herein may be construed to create a partnership at law nor any estate in land.

Any and all licenses granted herein are revocable.

NOTICE

All notices required by this **Agreement** shall be addressed to the following, or other such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

If intended for the **Licensee**, to:

ATTN: _____

If intended for **CITY**, to:

City of Coppell, Texas
City Manager
P.O. Box 9478
Coppell, Texas 75019

SUCCESSORS AND ASSIGNS

This **Agreement** shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase or word herein shall, for any reason, be held invalid, illegal, unenforceable or unconstitutional in any respect, such invalidity, illegality, unenforceability or unconstitutionality shall not effect any other provision and the balance of this **Agreement** shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word as if the portion had never been contained therein.

GOVERNING LAW

The validity of this **Agreement** and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this **Agreement** shall be in State District Court of Dallas County, Texas.

ENTIRE AGREEMENT

This **Agreement** embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this **Agreement**, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this **Agreement**.

INCORPORATION OF RECITALS

The determination recited and declared in the preambles to this **Agreement** are hereby incorporated herein as part of this **Agreement**.

EXHIBITS

All exhibits to this **Agreement** are incorporated herein by reference for all purposes wherever reference is made to the same.

EXECUTED in duplicate originals this the ____ day of _____, 2022.

CITY OF COPPELL, TEXAS

LICENSEE

By: _____ By: _____
Michael Land, City Manager
Its: _____

ATTEST:

By: _____
Ashley Owens, City Secretary

APPROVED AS TO FORM:

By: _____
Robert E. Hager, City Attorney

CITY ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2022 by Michael Land, City Manager of the City of Coppell, Texas, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

My commission Expires:

LICENSEE'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____ 20__, by _____, _____, on behalf of said _____.

Notary Public, State of

My Commission Expires:

EXHIBIT “A”

**SITE PLAN AND/OR DRAWING DEPICTING PORTION OF PARK
AND PROPOSED DEVELOPMENT**

DRAFT

EXHIBIT “B”

SPECIFICATIONS AND DESCRIPTIONS

DRAFT

EXHIBIT “C”

MAINTENANCE AGREEMENT (IF APPLICABLE)

DRAFT