

# CITY OF OSSEO

## SIPE PARK & SHELTER USE POLICY



Sipe Park is a small City park and is meant for family-oriented uses and sporting events. A shelter was constructed in the park in 2017 through donations from the Osseo Lions Club, and is intended for small gatherings and recreational use.

### A. GENERAL PROVISIONS AND PRIORITY FOR USE

1. The Sipe Park Shelter shall be used for small gatherings. The shelter is ~575 square feet and contains four picnic tables.
2. The shelter shall be generally available for use by area civic, charitable or non-profit organizations, and for public gatherings. The shelter may also be used, subject to availability, for private parties, gatherings, and exhibitions. It shall not be used for any activity not consistent with the general purpose of the shelter or these policies.
3. City-sponsored events have first rights to schedule the shelter for use. No rental for other events will be allowed at times when City events are scheduled.
4. The shelter may be used for picnics, family gatherings, or similar events. The shelter is small, designed for picnicking, and is an open pavilion without walls or shelter from wind. It is located near a baseball field, and may be in the path of foul balls when games are played. (The ball field is reserved through the Public Works Department. The field may be in use at the time the shelter is reserved; see item A10 below.)
5. Regularly-scheduled weekly or bi-weekly events must be approved by the City Council (see form for Special Consideration).
6. Individuals or organizations desiring to reserve the Sipe Park Shelter must complete an application and submit it to the City. The application shall be submitted at least two weeks prior to the reservation date. The request will be reviewed by City staff, including the Public Works and Police Departments, in light of these guidelines and the availability of the facilities. For organizations using the facilities regularly/on an ongoing basis during the year, the application shall be completed annually. For weekly or bi-weekly events, an additional Special Consideration application form must be submitted.
7. Park users may not seek donations, pass a collection plate, or solicit from attendees without a Special Event permit to authorize this. Sales of food or other items or services may be allowed only with a Special Event permit and appropriate licenses from the City of Osseo and public health authorities (including but not limited to Hennepin County and/or the State of Minnesota).
8. Use of the shelter shall not begin before 7:00 a.m. and shall end no later than 10:00 p.m.
9. No gambling of any kind may be conducted except with a Special Event permit and, if needed, approval from the State of Minnesota.
10. The applicant understands that other users, such as the general public, may be in the park at any time allowed by general City policies.
11. The applicant signing the application must be at least 18 years of age.
12. Applicant must be on site during event and is responsible for group's compliance with City policies & ordinances.
13. The Applicant must bring a copy of their approved application with them to the park on the date of their event. In addition to the posted reservation schedule, the approved application serves as proof of reservation. City staff are only available to verify reservations during regular office hours.
14. No tobacco product use is allowed in any City park or open space. City-owned park land is designated and posted TOBACCO-FREE.
15. Pets are allowed in Osseo City Parks. Dogs must have identification on them. Animals must be on a hand-held leash no longer than 6 feet long. Pet owners must clean up promptly after their pets.
16. The applicant may be required to provide proof of insurance.

## B. RESERVATIONS AND CANCELLATIONS

Reservations are accepted on a space-available basis. Any fees for rental or deposit are due and payable when making the reservation. Requests for changes to permits may be made up to two weeks before the scheduled event. After this time, no changes or cancellations can be accepted, including weather-related cancellations. There is no fee for changes.

## C. RENTAL FEES

Rental fees are established on the City's Fee Schedule disclosed on the attached insert and are subject to change. Set up and clean up time must be included with the rental time.

## D. DAMAGE/CLEAN UP DEPOSIT

1. The damage/clean up deposit is required at the time the reservation is made. Please refer to the attached fee schedule.
2. Clean up of picnic shelter and surrounding area is the responsibility of the permit holder. The deposit will be refunded after the event if no problems were incurred. If the shelter rental policy is not met, a deduction for the labor or damage costs will be made from the original deposit. The remaining balance will be returned to the applicant with a receipt for the costs.
3. If additional damage is incurred to the facility or site beyond the deposit amount, the City will assess the amount of damage incurred and will forward damage costs to the individual, organization, and/or party responsible.

## E. RENTAL EQUIPMENT AND DELIVERY/PICKUP

1. All equipment (rental or not) including tables, chairs, linens, and decorations must be delivered and picked up during the reservation period. The applicant is responsible for any delivery charges and for informing delivery people of City policies. The applicant is responsible for set-up and removal of all equipment and supplies brought in for the event.
2. There will be no storage of supplies or equipment related to the event inside the shelter. The City of Osseo is not responsible for damage or theft of any items.
3. There is one portable toilet in the park during summer months. No additional portable toilets are allowed except with permission from the City Administrator or designee. Additional toilets must be provided by the applicant-permit holder. (Note request on application.)
4. Use of inflatables, amusement rides, or similar devices is allowed only with a Special Event Permit. (Note request on application.)

## F. FOOD AND BEVERAGES

1. No alcoholic beverages are allowed without a Special Event Permit.
2. No grills can be brought to the park. Catering is allowed without restrictions.
3. Offering food or other items for sale (non-catered events) requires a Special Event Permit, and may also require other City permits.

## G. MUSIC AND SOUND EQUIPMENT

1. Sipe Park is located in a residential area. Park users are reminded to be respectful of their surroundings. Live and taped music is allowed as long as the City's noise ordinance is followed. Actions prohibited under the noise ordinance include—but are not limited to—unreasonably disturbing the peace and quiet of another and creating sounds plainly audible at the property line between the hours of 10:00 p.m. and 7:00 a.m.
2. Electricity is not currently available at the shelter. No use of auxiliary power (e.g., generators) is allowed except with permission from the City Administrator. (Note request on application.)

## H. TENTS, CANOPIES, SIGNS, BANNERS, AND DECORATIONS

1. No staked tents, canopies, etc., are allowed due to irrigation lines. Only freestanding/weighted tents of up to 200 square feet will be allowed. The City is not responsible for the tent or items under or around the tent.
2. No signs or banners will be allowed without permission from the City Administrator. (Note request on application.)
3. All decorating must be included during your rental time.
4. No decorations may be permanently attached to any portion of the shelter facility or any other park structure. No pins, staples, nails, or gum-like substances may be used on any park structure. String and tape may be used, but must be completely removed at the end of the use period. Silly string or any similar products are not allowed. Glitter, confetti, and similar items cannot be used as decorations.
5. All signs, canopies, tents, banners, and decorations, including tape or string, must be removed at the end of your rental time.

## I. CLEAN UP

1. The applicant is responsible for removal of everything brought to the site and for cleaning up the site, including garbage and litter that does not fit in the garbage cans provided. No cleaning supplies are provided. Additional garbage cans can be requested for a fee. Because of the park's public nature, the City cannot guarantee that garbage cans will be empty at the start of the reservation.
2. If the facility and grounds are not sufficiently clean, labor costs to clean the area will be deducted from the damage deposit.

## J. PARKING AND VEHICLE USE

1. There is no parking lot available next to the park where the shelter is located. General on-street parking is available in the area.
2. Driving vehicles into the park and/or parking on grass is prohibited.

## K. FEES

### Osseo Sipe Park Shelter Fees

| <u>Fee</u> | <u>Description</u>   |
|------------|--|
| \$50*      | Permit fee for up to 4 hours of use (Non-residents, other businesses)  |
| \$30*      | Permit fee for up to 4 hours of use (Osseo resident or business)<br><i>*Non-profit Organizations: 50% discount from either resident or non-resident rate, based on organization's physical address. Legal proof of non-profit, tax-exempt status required.</i> |
| \$250      | Damage/clean up deposit  |
| \$25       | Additional garbage can (each)  |

## M. SHELTER USE AGREEMENT

The use of the shelter will be allowed per the sole discretion of the City of Osseo, in consideration of a variety of factors that may affect the usage of the facility or park.

The undersigned agrees that it shall be totally responsible for all loss or damage or claims made by any person or any party that concerns use of the facility during the time the undersigned is using the shelter. The City shall not be responsible for any loss or damage or claims made by any person or party, it being understood that the sole and complete responsibility for use of the premises lies with the undersigned in case such claims are made. If claims are made against the City, the undersigned, for himself or herself and on behalf of the organization or group the undersigned represents, agrees to defend the City, its officers, councilmembers, employees, and agents against all claims made. Further, the undersigned, for himself or herself and on behalf of the organization or group the undersigned represents, agrees to indemnify and hold the City, its officers, councilmembers, employees, and agents harmless from and against any and all claims and liabilities, including attorneys' fees, as to any claims for damages or loss which arise or are related to the use of the facility by the undersigned or the organization or group the undersigned represents, whether occurring on the premise or off-premise, including but not limited to accidental falls, discrimination, rights, etc. If the undersigned does not defend, indemnify, and hold the City harmless pursuant to the provisions of this Agreement, then the City may institute an action against the undersigned and all persons using the premises for recovery of all expenses and costs incurred by the City due to the failure to defend, indemnify, and hold the City harmless pursuant to the provisions of this paragraph.

The undersigned further agrees that if the signature of the undersigned is for and on behalf of an organization or group, that the organization or group has expressly authorized the undersigned to make this agreement on behalf of the organization or group and that the organization or group shall be bound by the undersigned's signature. The City may request that the undersigned furnish a certified copy of the resolution of the organization or association authorizing the undersigned to apply for use of the shelter if, in its discretion, it determines necessary. Alternatively, the City may require all members of the organization or association or all of its officers or directors or members as it shall determine to sign this Agreement or an addendum to this Agreement to further document this request and agreement to use the facility in the manner provided herein. If the organization or association requesting use of the facility is not incorporated, by signing this request and Agreement, the undersigned understands and agrees that all organization members or members of the group are or could be liable for use of the facility and that all members bear responsibility legally if the facility is not used properly and is not used in accordance with the terms of this request and agreement.

**THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE USE OF THE SHELTER IS SUBJECT TO THE PAYMENT OF ALL FEES AND DEPOSITS AS REQUIRED BY THE CITY AND THAT THE UNDERSIGNED WILL BE RESPONSIBLE FOR THE PAYMENT OF ALL SUCH FEES AND DEPOSITS AS REQUIRED WHEN DUE.**

(Policy approved 4/22/19)

# CITY OF OSSEO

## SIPE PARK SHELTER USE APPLICATION



*INFORMATION PROVIDED TO THE CITY OF OSSEO MAY BE CONSIDERED PUBLIC DATA PURSUANT TO DATA PRACTICES LAW. THE CITY WILL COMPLY WITH ALL APPLICABLE LAWS IF THE INFORMATION IS SUBJECT TO A DATA REQUEST.*

Applicant/Contact Person: \_\_\_\_\_

Address: (City, State, Zip) \_\_\_\_\_

Phone# (Day and Evening) \_\_\_\_\_

Name of Organization if different than Applicant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Date(s) of Use: \_\_\_\_\_

Time(s) of Use: From: \_\_\_\_\_ am/pm to: \_\_\_\_\_ am/pm

Total Number of Hours Shelter will be used (include set-up & take-down): \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

Number of Participants: \_\_\_\_\_

Fee charged or donations solicited from participants? Yes \_\_\_\_\_ No \_\_\_\_\_ If so, how much: \_\_\_\_\_

Will food or refreshments be served? Yes \_\_\_\_\_ No \_\_\_\_\_ What type: \_\_\_\_\_

Requests for City Administrator approval (post signs, bring additional toilets or generator, etc): \_\_\_\_\_

**I HAVE READ AND AGREE TO THE CONDITIONS OF THE ATTACHED CONTRACT. I UNDERSTAND THAT THE CITY OF OSSEO MAY CANCEL ANY RESERVED MEETING OR EVENT.**

Date: \_\_\_\_\_  
 \_\_\_\_\_  
**Name of organization, group, individual, or Approved Caterer**

Email: \_\_\_\_\_  
 \_\_\_\_\_  
**Signature of applicant**

\*\*\*\*\*

This application request received on: Date \_\_\_\_\_ By \_\_\_\_\_

Rental & event fees for event received on: Date \_\_\_\_\_ Amount \_\_\_\_\_ Check# \_\_\_\_\_

Damage and cleanup deposit received on: Date \_\_\_\_\_ Amount \_\_\_\_\_ Check# \_\_\_\_\_

Approved by Public Works: Date \_\_\_\_\_ Name \_\_\_\_\_

Comments: \_\_\_\_\_

Approved by Police Dept.: Date \_\_\_\_\_ Name \_\_\_\_\_

Comments: \_\_\_\_\_

Verification of no damages: Date \_\_\_\_\_ Name \_\_\_\_\_

Deposit returned to applicant on: Date \_\_\_\_\_ Amount \_\_\_\_\_ By \_\_\_\_\_

**PLEASE RETURN THIS APPLICATION TO OSSEO CITY HALL, 415 CENTRAL AVENUE, OSSEO, MN**

# CITY OF OSSEO

## SIPE PARK PICNIC SHELTER



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### APPLICATION FOR SPECIAL CONSIDERATION FOR (MARK ONE):

\_\_\_\_\_ Rental Fee Waiver      \_\_\_\_\_ (BI-) Weekly Use

Applications for special consideration must be reviewed by the City Council. Fee waivers cover rental fees only; the applicant is still required to provide a rental deposit. The Council meets on the second & fourth Monday of each month; requests must be received by the Wednesday before a meeting to be considered. Submit questions and return your application **WITH A COVER LETTER** to Osseo City Hall, 415 Central Avenue, Osseo, MN 55369 or fax at 763-425-1111 or via email at [cityhall@ci.osseo.mn.us](mailto:cityhall@ci.osseo.mn.us).

|  |  |                           |  |                |  |
|--|--|---------------------------|--|----------------|--|
| Name of Applicant:   |  |                           |  |                |  |
| Address:   |  |                           |  |                |  |
| Name of Contact Person:<br>(if different than applicant)   |  |                           |  |                |  |
| Contact Phone: (daytime)   |  |                           |  | Email address: |  |
| Description of event or purpose for which City facilities will be used:  |  |                           |  |                |  |
| <b>COMMUNITY BENEFITS</b>  |  |                           |  |                |  |
| How many Osseo residents will benefit from your event? How will they benefit?  |  |                           |  |                |  |
| <b>NEED:</b>   |  |                           |  |                |  |
| Why is it necessary to hold this event at a City facility?   |  |                           |  |                |  |
| <i>If request is for a Fee Waiver:</i><br>Explain why paying the fee would be a hardship.  |  |                           |  |                |  |
| Are you willing to provide commensurate services in lieu of the rental fee? If so, what type?  |  |                           |  |                |  |
| <b>I declare under the penalties of perjury that this application for special consideration has been examined by me and to the best of my knowledge and belief is true, correct, and complete.</b> |  |                           |  |                |  |
| Signature:   |  |                           |  |                |  |
| Date of application:   |  |                           |  |                |  |
| <b>STAFF USE ONLY</b>  |  |                           |  |                |  |
| Est. total value of waiver (\$):   |  | City Council Review date: |  | Approved date: |  |