

Grimes Park and Recreation Advisory Board Agenda

Grimes Community Complex
410 SE Main Street, Room 202
Grimes, Iowa 50111
Phone | 515.986.2143
www.grimesiowa.gov

President | Ross Junge
Park Board | James Abens, April Heitland, Renee Johnson, Shane Smith
Council Liaison | Ryan Burger

Mission Statement

The mission of Grimes City Government is to provide excellent/exceptional city services and facilities in a financially responsible and community-friendly manner through a high performing city team that result in adding value to resident's lives.

Grimes Meeting March 27, 2024 Grimes Community Complex, 410 SE Main Street, Room 203

MEETING RULES:

Every member of the public and every Board member desiring to speak shall address the presiding officer, and upon recognition by the presiding offices, shall confine comments to the question under debate, avoiding all indecorous language and references to personalities and abiding by the following rules of civil debate.

AGENDA ITEMS

1. Call to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of the Previous Minutes
 - A. Approval of Minutes from February 28, 2024 Meeting

PUBLIC FORUM

“People wishing to address the Board need to sign up on the sheet which has been provided on the table near the door. Each person will be allowed three minutes from the podium and may address with no more than two issues per Grimes Rules of Procedure for Conduct of City Business – May 2005.”

PUBLIC AND PARK BOARD AGENDA ITEMS

1. Code of Ordinances Chapter 13-4 Community Recreation Areas
2. Splash Pad Policy/Rules
3. Farmers Markt Agreement
4. Military Public Art
5. Dog Park Discussion

BOARD DISCUSSION

1. Presidents Report

2. City Staff Report
3. Council Liaison Update

ADJOURNMENT

PARKS AND RECREATION

Board Minutes



ROLL CALL

Junge called the meeting to order at 5:42 pm on February 28, 2024
Present – Ross Junge, James Abens and Shane Smith.

GENERAL ITEMS

Approval of February Meeting Agenda-Motion by Abens, Second by Smith. Motion passed.
Approval of Meeting Minutes from January 10, 2024-Motion by Smith, Second by Abens.
Motion passed.

PUBLIC FORUM

No public forum.

AGENDA ITEMS

- A. Farmers Market Proposal:
Grimes Farmers Market organizers Matt Bennett and Karena Cruse gave a presentation on the upcoming 2024 season plans, as well as sharing some statistics from last year's season.
- B. Splash Pad Update:
Parks and Recreation Youth Program Coordinator Dylan Sloan gave an update on opening the Splash Pad for the season.
- C. Open Positions:
Sports Facilities Operations Manager Alex Miller shared information about several open positions for the GrimesPlex, including seasonal and part-time positions.
- D. Dog Park Discussion:
Parks and Recreation Director Brian Becker discussed some potential sites for a future dog park.

BOARD DISCUSSION

- 1. President's Report
- 2. City Staff Report
- 3. Council Liaison Report

ADJOURN

Adjourned at 6:23 pm.

13-4 Community Recreation Areas

Contents:

- 13-4-1 Purpose
- 13-4-2 Dedication of Land
- 13-4-3 Determination of Land to be Dedicated
- 13-4-4 Determination of Amount of Land
- 13-4-5 Definitions
- 13-4-5 Alternative Means of Dedication of Land; Master Agreement
- 13-4-6 Parks and Recreation Board Review
- 13-4-7 Site Improvements
- 13-4-8 Fee Lieu of Dedication
- 13-4-9 Credits
- 13-4-10 Exemptions and Applicability
- 13-4-11 Separate Account

13-4-1 Purpose

This chapter is enacted to ensure land is adequately located and preserved so that the park system can accommodate future growth of the community and provide enjoyment for the public.

13-4-2 Dedication of Land

Within the corporate limits of the city, the developer shall provide and dedicate to the public adequate land to provide for community recreation needs of the development and the public benefits associated with community recreation areas. The dedication of land to the city shall be accomplished by the developer providing a properly executed warranty deed conveying the required land to the city without cost to the city.

13-4-3 Determination of Land to be Dedicated

In the design of the plat of a subdivision, planned unit development or site plan for development, consideration shall be given to ensure adequate provision of community recreation areas in correlation with the following:

1. The Grimes Comprehensive Plan
2. The Grimes Parks and Trails Master Plan
3. Neighborhood Area Plan
4. The topography, geology, access, and location of land in the subdivision which are suitable for the development of neighborhood and community parks or greenways.
5. The availability and access to public utilities and transportation networks.
6. Visibility of land from public streets.
7. The size and shape of the subject property and land available for dedication.
8. The location of existing or proposed park sites and greenway trails.

13-4-4 Determination of Amount of Land

During the review of the subdivision plat, planned unit development, or site plan, staff shall determine and indicate to the applicant, the amount of land to be provided for community recreation areas. The amount of land to be provided for community recreation areas shall be determined based upon projected population of the residential land shown on the preliminary plat or site plan. The projected population of residential land shall be calculated as follows:

1. For single-family residences: 3.0 persons per household.
2. For townhome and mobile home residences: 2 persons per household.

3. For multi-family residences: 1.75 persons per household.

The per capita parkland dedication requirement shall be six and one half (6.5) acres per one thousand (1,000) residents or 0.00650 acre per resident. The minimum dedication shall be four (4) acres. For purposes of illustration, if a development is projected to contain three hundred (300) single-family residences, the projected population for the development is nine hundred (900) persons. The amount of land dedicated for parkland would be calculated as 0.00650 acre per resident multiplied by nine hundred (900) projected residents equals 5.85 acres.

13-4-5 Alternative Means of Dedication of Land; Master Agreement

If the land to be developed is a part of a larger area being developed by a single developer or by a group of developers, the developer(s) may enter into a written agreement with the city providing for the dedication of the land relating to the present development in a future subdivision plat, which land shall be dedicated for community recreation areas serving the larger area under development by the developer(s). The written agreement between the city and the developer(s) shall establish the timetable for the dedication of the land by the developer(s). The amount of land dedicated and the method of dedication shall be in accordance with the provisions of this chapter.

13-4-6 Parks and Recreation Board Review

Prior to the consideration and approval of the plat of a subdivision, planned unit development, or site plan for development by the City Council, the Parks and Recreation Board shall review the community recreation proposal and make a recommendation. The provided recommendation will be forwarded to the City Council for reference in their own respective consideration process.

13-4-7 Site Improvements

In addition to the dedication of land, this chapter requires the provision of initial development for community recreation areas. The following will be required of any development adjacent to a community recreation area: Reasonable improvements and access to the land dedicated, utility connections, if determined necessary by the City, and full street improvements adjoining the land, including curbs, gutters, street paving, sidewalks adjoining streets, and traffic control devices. On-site improvements including grading and seeding shall be required.

13-4-8 Fee Lieu of Dedication

If the City determines that a dedication of land is not feasible or practical within a new development, the developer shall have the option to voluntarily provide a fee to the City, consistent with the value of the land normally required to be dedicated to the City.

1. The City shall first determine the amount of land that would be required to be dedicated in accordance with section 13-4-5.
2. The fee in lieu of said land dedication shall be determined annually by the adoption of land values within the City fee schedule. If the land values do not reflect the current fair and reasonable value of the land, the fair value of said land may be determined by an impartial appraisal, and in such manner as may be designated by the City Council, cost for said appraisal to be shared equally between developer and city.
3. Any such fee shall be deposited and used only in full accord with section 13-4-1.

13-4-9 Credits

In certain circumstances, credits to the total parkland dedication may be applied if determined to be eligible. The following options are provided below; however, the City Council may consider additional credits in certain unique circumstances that may not be contemplated by this chapter.

1. Private Recreation Areas. If a proposed plat of a subdivision, planned unit development, or site plan for development includes private recreation areas, a credit up to twenty-five (25) percent of the community recreation area land dedication requirement prescribed by this chapter may be considered. In order to be considered eligible, the private recreation areas must be available without rental charges to all residents within the private development. At the time of approval, the developer shall enter into a Private Recreation Agreement with the City.

2. Greenway Credits. If a greenway is to be located within the land to be dedicated, the Developer may request the area covered by the greenway to be included in the total amount of land required to be dedicated up to twenty-five (25) percent of the total required parkland dedication for the development. In order for a greenway to be determined eligible, the developer shall design and construct a trail through the greenway to connect to the existing park or trail system or to future planned parks or trails.

13-4-10 Exemptions and Applicability

1. Applicability to Land Zoned Planned Unit Development (PUD): Land zoned R-4 (PUD) may include residential uses, neighborhood commercial uses and neighborhood office uses which encourage the more efficient use of land through the incorporation of both public and private open spaces to accent and enhance both the architectural and natural features of a development and provide for natural stormwater management systems. A development plan and development agreement are required for all PUD districts. The city and the developer of land zoned PUD shall address and satisfy the private and public open space and community recreation area requirements in the development agreement. All PUD districts shall comply with the intent and purpose of this chapter; however, the application of the standards to PUD zoning districts may be more flexible in order to create equivalent recreational facilities while accommodating the mixed uses present in such developments.
2. Exemptions. The following shall be exempted from the requirements of this chapter.
 - A. Existing developments which are presently constructed.
 - B. The construction of accessory buildings or structures.
 - C. The replacement of a destroyed or partially destroyed building or structure with a new building or structure of the same size and use.
 - D. Alterations or expansion of an existing building where no additional residential units are created and where the use is not changing.
 - E. The installation of a replacement mobile or manufactured home.
 - F. The construction of any non-residential building or structure or the installation of a non-residential mobile or manufactured home.
 - G. Developments that have received City approvals but have not yet started or completed construction.
 - H. Assisted living facilities and independent living facilities which are licensed by the State of Iowa

13-4-11 Separate Account

1. Any fees or other funds that are collected by the city for the purpose of satisfying the requirements of this chapter shall be deposited in a separate account, and shall be used only to acquire or develop new public parks, open spaces or park infrastructure that most-directly benefits the residential development from which the funds were obtained, and as shall be approved, ordered and directed by the City Council. The City Council may, at its sole discretion, request or direct the Parks and Recreation Board to make a recommendation for the expenditure of said funds.
2. Any and all interest accumulated from such funds shall accrue to the separate account, and shall be used only for acquisition and development of public parks and open spaces in the same manner as the funds that generated the interest to the extent practical, but in all cases to provide additional public parks, open space and park infrastructure that will serve and benefit the residents of the developments that provided such funds.
3. No such funds or accumulated interest shall be used to replace, repair or maintain any park infrastructure that exists or did exist at any prior time, or otherwise finds that expenditure of such funds or interest to re-establish the previously existing infrastructure does in fact thereby constitute and provide new and additional recreational opportunities and services to the residents of a new development from which such funds or interest were generated.

**CITY OF
GRIMES**
CITY COUNCIL COMMUNICATION
Meeting Date: 03/27/2024

AGENDA ITEM:

Code of Ordinances Chapter 13-4 Community Recreation Areas

BACKGROUND:

Staff has developed a new chapter within the Code of Ordinances regarding dedication of parkland for community recreation areas. The ordinance outlines the amount of land required based on residential population and minimum required site improvements for land to be dedicated, such as street improvements, utilities, and sidewalks.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: Yes

*High-Performing Organization/Exception Professional Services _____

*Great Place to Live/Expanded Quality of Life Amenities __X__

*Dynamic Town/Strong Sense of Community _____

*More Beautiful/Vibrant Community __X__

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION:

Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Evann Martin

Senior Planner

emartin@grimesiowa.gov

515-986-4050

Prepared by: Evann Martin, Senior Planner

Return to: Evann Martin, Senior Planner

SPLASH PAD RULES

- All persons using the splash pad do so at their own risk
- All children must be under adult supervision
- Running and rough play are prohibited
- No food, beverages or glass containers are allowed in the splash pad
- No animals allowed, except for service animals.
- No rollerblades, skateboards, scooters or bicycles are allowed
- Wheeled vehicles are not allowed, except for strollers, wheelchairs/walkers
- During inclement weather the splash pad will be closed
- Do not climb or hang on water features (trees, cannons, rock waterfall etc.)
- Please dispose of all trash in trash receptacles
- No tobacco allowed inside city park boundaries
- Please vacate the area when conditions call for thunder or lightning
- The splash pad may be closed at any time due to routine maintenance
- Grimes Parks and Recreation is not responsible for lost or stolen items
- Do not drink the splash pad water
- Footwear is recommended
- Swimsuits and/or appropriate attire must be worn at all times
- Do not use the splash pad if you are sick or have cuts or other skin irritations
- Regular diapers are not allowed in the water. Toddlers must wear swim diapers with plastic/rubber diaper covers
- The splash pad is for recreation purposes, not for bathing. No soap, detergents, or shampoos allowed
- Pool toys, floats, and other athletic equipment are not allowed in the splash pad area
- Violation of these rules can result in temporary or permanent suspension of splash pad use

CITY OF GRIMES
PARKS AND RECREATION DEPARTMENT
Grimes Facility Use Agreement – Grimes Farmers and Community Market

THIS FACILITY USE AGREEMENT (Agreement) entered on 3/25/24, 2024 between the City of Grimes (“CITY”) and the Grimes Farmers and Community Market (“USER”) for the rental of a portion of the CITY-owned Heritage Park facility, located at 1055 NE Beaverbrooke Blvd, Grimes, Iowa, by the USER, under the following terms:

- I. The term of this Agreement shall be from June 1, 2024, to September 28, 2024, on Saturdays from 8:00 am to noon. The Agreement shall be in full force and effect upon being executed by the parties hereto. The USER shall have the right to use the facility listed under Section VII of this during the term of this Agreement as and as scheduled by the CITY.
- II. The USER agrees to do the following as consideration for this Agreement:
 - A. Deliver to the Parks and Recreation Department at 410 SE Main Street, Grimes, Iowa 50111:
 1. A signed copy of this Agreement; and
 2. A Certificate of Insurance in compliance with Attachment 1 of this Agreement; and
 3. Payment of rental charges and fees calculated under Section VIII at least 7 days before the first date of use.
 - B. USER shall comply with all rules and regulations now or hereinafter established by the CITY regarding the Heritage Park facility, as the same may be amended from time to time, including the current rules listed on pages 7 and 8 of this Agreement (“the Rules”).
 - C. Keep the facility in a clean condition after each session or period of use, including removal of trash and repair of heavily used areas after each use. No staking for tents or other structures is allowed.
 - D. Be responsible for activities as follows:
 1. Provide a copy of all marketing and advertising materials and signage, vehicles, site layout map and banners to be displayed or posted at the

facility at least 14 days prior to use or distribution for review and approval by the DIRECTOR or his designee at the CITY address listed in Section II(A). Materials must receive the written approval of the DIRECTOR or his designee prior to display or posting. The CITY reserves the right to deny use of sponsorship names/logos which conflict with any contractual obligations to other sponsorships at other City facilities.

2. USER shall have sole responsibility of managing and supervising all related activities to be conducted at the facility.

USER shall have sole responsibility for the safety of participants including responsibility for clearing the facility in the event of lightning or other inclement or dangerous weather conditions.

4. Provide any first aid and/or necessary medical personnel and supplies for USER activities and supply written plan information in this regard to the CITY.

E. Pay for reasonable replacement and labor costs for any damage to the facility or its equipment, other than ordinary wear and tear.

F. Pay a \$50 an hour fee with a minimum charge of \$250 clean-up fee for any date on which CITY staff cleans up or prepares the facility for use as the result of these tasks not being completed by the USER to the CITY's sole judgment and satisfaction.

- G. If musical works will be performed, played, or broadcast during USER'S scheduled use of the facility, USER agrees that it will have the appropriate copyright and performance licenses authorizing such performance from the appropriate performing copyrights licensing organization, and to supply the CITY with a copy of the current license.

- H. The USER agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY, its elected and appointed officials, employees and volunteers and others working on behalf of the CITY as provided for in Attachment 1 to this Agreement. The USER agrees to obtain and maintain in continuous effect

during the term of this Agreement and while any of its obligations under this Agreement remain unsatisfied, the insurance coverages set forth in Attachment 1, with amounts, coverages, limits, exclusions, and endorsements as therein provided.

- IV. The CITY agrees to do the following:
 - A. Provide use of the facility after commencement of the agreement for the USER during the dates the facility is officially opened.
 - B. Control the opening and closing of the facility and clean the restrooms prior to the rental in conformance with the CITY's usual practices.
- V. This Agreement may be terminated in writing for the following reasons:
 - A. Unsatisfactory performance by the USER as determined at the sole discretion of the CITY; or
 - B. By mutual agreement of both parties.
- VI. This Agreement contains the whole agreement of the parties, and any modification thereof must be in writing and signed by the parties hereto. USER shall have no right to assign this Agreement without the prior written consent of the CITY, which consent may be withheld by the CITY at its sole discretion.
- VII. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The parties agree the personal jurisdiction of the Iowa District Court in Polk County, Iowa, for any legal action arising out of this Agreement.
- VIII. Fees and Charges for Heritage Park Facility is \$0

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below:

USER

Grimes Farmers & Community Market (GFCM) _____
NAME OF ORGANIZATION

By: Matt F. Bennett Matt Bennett
AUTHORIZED SIGNATURE (Sign and Print Name)

Co-Owner _____
TITLE

1700 NE Gateway CT Grimes, IA 50111
ADDRESS CITY, STATE, ZIP

515-446-1781 / thegrimesfarmersmarket@gmail.com _____
TELEPHONE NUMBER / EMAIL

03/19/2024 _____
DATE

CITY OF GRIMES CONTACT:

Brian Becker
Parks and Recreation Director
410 SE Main Street
Grimes, IA 50111
Office: (515) 513-4404 Cell (515) 865-6564

CITY OF GRIMES:

By: _____

AGREEMENTS/Farmers and Community Market

Scott Mikkelsen, City of Grimes Mayor

Date

Attest:

Rochelle Williams, City Clerk

ATTACHMENT 1

CITY OF GRIMES, IOWA STANDARD PARKS FACILITY USE AGREEMENT

INSURANCE & INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment and all provisions included herein, the term "USER" means and includes the Grimes Farmer and Community Market, its officers, agents, employees, subcontractors and others under the control of USER. The term "CITY" means the City of Grimes, Iowa including its elected and appointed officials, agents, employees, and volunteers.

1. GENERAL

The USER shall purchase and maintain insurance to protect the USER and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies "admitted" or "nonadmitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Contractor shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. *Waiver of Subrogation in favor of the CITY is required.*

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The USER shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). *Waiver of Subrogation in favor of the CITY is required.*

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

C. CONTRACTUAL LIABILITY: The General Liability Insurance policy shall include Contractual Liability coverage equivalent to that included in ISO standard form CG 0001. The CITY shall not be included as an Additional Insured.

D. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall be endorsed to provide the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. *Written notifications shall be sent to: City of Grimes, 410 SE Main Street.*

E. WAIVER OF SUBROGATION: To the fullest extent permitted by law, USER hereby releases the CITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the USER or anyone claiming through or under the USER by way of subrogation or otherwise for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The USER's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY.

F. PROOF OF INSURANCE: The USER shall provide to the CITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through E above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the contract or agreement under "Description of Operations/ Locations/ Vehicle/ Special Items", and the Certificate of Insurance must include the City of Grimes as an additional insured. A Copy of the Cancellation and Nonrenewal Notification, and Additional Insured Endorsement shall be submitted with the Certificates of Insurance. *Mail Certificates of Insurance to: City of Grimes, 410 SE Main Street.*

G. AGENTS AND SUBCONTRACTORS: The USER shall require that any of its agents and subcontractors who perform work and/or services on behalf of the USER purchase and maintain the types of insurance customary for the services being provided.

3. INDEMNIFICATION REQUIREMENTS

To the fullest extent permitted by law, USER agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury; including bodily injury or death, property damage; including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with USER's use or occupancy of the Grimes City Park, including all facilities thereon (hereinafter "City property"), including, without limitation, if such losses or injuries are incurred by the USER's staff and/or the team members and staff of any teams using or occupying City property at the invitation of the USER or any sanctioning body with which the USER is affiliated.

USER's obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by USER arising out of or in any way connected or associated with USER's use or occupancy of City property, except to the extent caused by or resulting from the negligence of the CITY.

USER expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with USER's use or occupancy of City property.

USER shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and USER will observe all applicable safety rules.

Rules:

DESIGNATED PARKING AREAS. No person shall park an automobile, wagon or other vehicle in any public park except in places so designated by appropriate signs

ANIMALS OR PETS. No animals or pets shall be allowed to run at large in any public park. Any animal or pet found in any such park shall be deemed to be found running at large, unless the owner carries such animal or pet or leads the same by a chain, strap or rope not exceeding six (6) feet in length, or keeps such animal confined in a wagon, automobile or other vehicle by a chain, rope or strap not exceeding six (6) feet in length. Furthermore, any person who walks an animal on public grounds shall be responsible for the proper and immediate disposal of solid waste excreted by that animal. This section shall not apply to animals under control of a handicapped person and especially trained for the purpose of assisting handicapped persons. Such persons shall keep the guide dog or pet under control and shall be liable for any damage done to the premises or facilities by the dog or pet.

STRUCTURES, EQUIPMENT AND ANIMALS. No person shall disturb, damage or interfere with any building, equipment or improvements of any kind made or being made in and about any public park or disturb or interfere with birds or animals kept or found therein.

REMOVAL OF WOOD, GRASS OR GRAVEL. No person shall cut or remove any wood, turf, grass, soil, rock, sand or gravel from any public park without written permission of the Council or City Administrator.

DESTRUCTION OF PLANT LIFE. No person shall in any manner deface, injure or remove any trees, shrubs or plants standing or growing in any public park or pick or destroy any flowers or seeds growing therein.

FIRES. No fires shall be built, except in a place provided therefore, and such fire shall be extinguished before leaving the area unless it is to be immediately used by some other party.

FIREWORKS, WEAPONS AND EXPLOSIVES. No person shall use firearms,

weapons, firecrackers or explosives of any character in any public park, except by the approval of the City Council.

LITTERING. No person shall place, deposit, or throw any waste, refuse, litter or foreign substance in any area or receptacle except those provided for that purpose.

BASEBALL. No person shall throw, hit or play with a baseball in any City park other than in areas clearly designated by signs or on a designated baseball field.

GOLF BALLS. No person shall drive, hit or play with a golf ball in any City park except in designated areas.

MOVING BENCHES AND TABLES. No person shall move benches, seats or tables from their places in any park, except on picnic grounds, and then only within the designated areas.

UNAUTHORIZED SIGNS. No person shall post, paste, fasten, paint or affix any placard, bill, notice or sign upon any structure, tree, stone, fence or enclosure along or within any park.

POSTED NOTICES. No person shall enter upon portions of any public park in disregard of signs and posted notices forbidding the same.

DISORDERLY AND OBSCENE CONDUCT; NUISANCES. No person shall use any loud, violent, obscene or profane language while in any public park, nor shall any person conduct himself or herself in a disorderly or obscene manner or commit any nuisance therein.

RESPONSIBILITY OF PARENT OR GUARDIAN. No parent, guardian, or custodian of a minor shall permit or allow such minor to do any act prohibited by any provision of this chapter.

NO ALCOHOLIC LIQUOR IN PARK. No person shall have in his or her possession or consume any alcohol in the public park.

PARKS CLOSED. No person shall enter or remain within any park between the hours of ten o'clock (10:00) p.m. and five thirty (5:30) a.m. unless special permission has been given by the custodian of the park for such person or groups of people to remain there. A person shall not be considered in violation of this section if they are using the City park system as a safe travelway to their destination.