

**CITY OF WEST DES MOINES  
PARKS AND RECREATION ADVISORY BOARD  
AGENDA**

**5:30 p.m.**

**Thursday, January 17, 2019  
City Hall – City Council Chambers  
4200 Mills Civic Parkway**

- 1. Call to Order / Approval of Agenda**
- 2. Election of Board Officers**
  - A. Chair
  - B. Vice-Chair
  - C. Secretary
- 3. Citizen Forum**
- 4. Approval of Minutes of December 20, 2018 Meeting**
- 5. Old Business**
- 6. New Business**
  - A. Motion – Approval of Recommendation to City Council – Concession Facility Agreement – Raccoon River Park Softball / Aquatic Centers
  - B. Committee/Liaison Appointments
- 7. Staff Reports**
  - A. Superintendent of Parks
  - B. Superintendent of Recreation
  - C. Director of Parks & Recreation
- 8. Other Matters**
- 9. Receive, File and/or Refer**
  - A. City Council Communications

The City of West Des Moines is pleased to provide accommodations to disabled individuals or groups and encourages their participation in city government. Should special accommodations be required please contact the City Clerk's office at least 48 hours in advance, at 222-3600 to have accommodations provided.

**CITY OF WEST DES MOINES  
PARKS AND RECREATION ADVISORY BOARD**

**WORKSHOP**

**Thursday, January 17, 2019**

**\*\*Immediately Following Regular Board Meeting\*\***

**City Hall – Council Chambers**

**4200 Mills Civic Parkway**

- 1. Update – LOSST**
- 2. Update – Friends Group**
- 3. Other Matters**

The City of West Des Moines is pleased to provide accommodations to disabled individuals or groups and encourages their participation in city government. Should special accommodations be required please contact the City Clerk's office at least 48 hours in advance, at 222-3600 to have accommodations provided.

**CITY OF WEST DES MOINES  
PARKS AND RECREATION ADVISORY BOARD  
MEETING COMMUNICATION**

**DATE:** January 17, 2019

**ITEM:** Election of Board Officers

**FINANCIAL IMPACT:** None at this time

**SYNOPSIS:** The Parks and Recreation Advisory Board elects officers every two years in the year Board members take office after an election or to fill vacancies. After serving as Chair for three years, Joe Hrdlicka has decided to step down. Hrdlicka's service in his role as Chair has been of significant value to the Board, City staff, and the community.

Officers take office immediately following the election. Offices are as follows:

Chair  
Vice-Chair  
Secretary

**BACKGROUND:**

**RECOMMENDATION:** That the Board nominate and hold the election of officers.

**Prepared by:** Sally Ortgies, Director of Parks and Recreation

**Approved for Content by:** Sally Ortgies, Director of Parks and Recreation

**Accepted for Park Board Agenda:** Sally Ortgies, Director of Parks and Recreation

**WEST DES MOINES PARKS AND RECREATION ADVISORY BOARD PROCEEDINGS**  
**Thursday, December 20, 2018**

The meeting of the West Des Moines Parks and Recreation Advisory Board was called to order on Thursday, December 20, 2018 at 5:33 p.m. by presiding Vice Chair Schebel.

<b>Commission</b>	Heather Schebel <i>Vice Chair</i>	Joe Hrdlicka <i>Chair</i>	Forrest Ridgway	Rick Swalwell	Aaron Sewell <i>Secretary</i>
<b>Present</b>	<b>X</b>	<b>X- 5:39</b>	<b>X</b>	<b>X</b>	<b>X</b>

<b>Staff</b>	Sally Ortgies <i>Director of Parks &amp; Recreation</i>	Dave Sadler <i>Superintendent of Parks</i>	Ryan Penning <i>Superintendent of Recreation</i>	Anna Bodensteiner <i>Administrative Secretary</i>	Tom Hadden <i>City Manager</i>
<b>Present</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	

<b>Council</b>	Russ Trimble <i>Council Liaison</i>				
<b>Present</b>					

**On Item 1. Approval of Agenda**

Ridgway moved to approve the agenda as presented. Sewell seconded. Motion carried, 4 yes.

**On Item 2. Citizen Forum**

No items.

**On Item 3. Approval of Minutes of November 15, 2018 Meeting**

Ridgway moved to approve the minutes as presented. Sewell seconded. Motion carried, 4 yes.

**On Item 4. Old Business**

No Items.

**On Item 5. New Business**

**A. Motion – Approval of Recommendation to City Council – Adjustments to Fees and Charges.**

Ortgies shared the adjustments to fees and charges that need to go to the Council for approval. One particular fee is tied to the contract renewal with the ICubs for the field and turf maintenance at the Holiday Park Baseball Complex. The ICubs are increasing certain hourly rates with all rates being in effect for the five year term of their agreement. In 2014, the estimated annual cost for their services was \$129,900. Based upon the hours actually spent at the fields in 2018 and the new hourly rates, the cost is estimated to be \$158,000 in 2019. The amount of games has increased, therefore, the time spent maintaining the fields has also increased. All 11 fields are being used, so that contributes to the increase in cost as well. To partially offset the increase, staff is recommending that field rental fees be increased. The increase in field rental fees charged to Sportsplex West will be delayed until 2020, as they have already set their 2019 fees. Swalwell inquired if the fee increase will cover increased costs to the City. Ortgies responded that it will not, but the City can only charge what is competitive within the market. Penning shared that with the new fees, Holiday Park will have the highest tournament fees charged within the metro. Hrdlicka stated that Holiday Park has experienced some over-use in the past and he shared that he feels whatever is ultimately decided it needs to be more quality driven versus quantity driven. Ridgway asked that if the field rental fees will be reviewed again, and Ortgies responded, yes.

Penning reminded the Board that the prices for maintenance will be in place without change for the next five years while field rental fees could be increased again during that timeframe. Ridgway asked if there was a way to cut some of the services that the ICubs provide for the City, and Ortgies responded that it's an option, but added that doing so could have consequences on field condition and safety. Schebel added that she thought it was a fair increase when taking inflation into consideration. Sewell asked if Holiday Baseball could be treated more like Raccoon River Softball Complex with City staff performing maintenance. Ortgies responded that would create another large complex to manage and staff with seasonal hiring challenges.

Ortgies also shared that the Aquatic Center fees will be increased to cover the additional costs related to lifeguard hourly pay increases. The philosophy is that the entire cost for the private rentals should be covered by the renter.

Ridgway moved that the Board approve the recommendation to City Council – Adjustments to Fees and Charges. Schebel seconded. Motion carried, 5 yes.

**B. Motion – Approval of Recommendation to City Council – Agreement for Provision of Youth Baseball Services and Use of Parks & Recreation Premises – Sportsplex West, LLC**

Ortgies shared that since this is a park use agreement it needs to be approved through the Board. Ortgies shared that staff and participants are satisfied with Sportsplex West, therefore staff is recommending a renewal of their agreement. Ridgway asked if the termination date should be adjusted, so that any fee increases could be included in the agreement rather than being delayed. Penning stated that staff will begin the renewal or selection process sooner next time to allow for fees to be adjusted. Ridgway and Hrdlicka mentioned they are interested in seeing numbers to be sure that no open league activities are being limited because of tournaments. Ortgies assured the Board that part of the agreement is that the City gets to approve the fees that are charged for each of their leagues, and that specific information could be brought to a future meeting.

Ridgway moved that the Board approve the recommendation to City Council – Agreement for Provision of Youth Baseball Services and Use of Parks & Recreation Premises – Sportsplex West, LLC. Swalwell seconded. Motion carried, 5 yes.

**C. Motion – Approval of Recommendation to City Council Concession Facility Agreement – Holiday Park Baseball Complex**

Ortgies shared that the City isn't directly contracting with the concessionaire that Sportsplex West utilizes, but that this agreement is necessary as the third party concessionaire is operating on City property. This agreement is an annual agreement. Swalwell asked why Sportsplex West is the middle person for the concessionaire. Ortgies responded that the concession revenue is part of Sportsplex West's business plan and necessary for them to operate the baseball program for the City.

Swalwell moved that the Board approve the recommendation to City Council – Concession Facility Agreement – Holiday Park Baseball Complex. Ridgway seconded. Motion carried, 5 yes.

**D. Motion – Allocation of Funds – Railroad Bridge Feasibility Study**

Ortgies shared that staff received a proposal on a feasibility study to move the existing railroad bridge over the Raccoon River just west of Booneville to Raccoon River Park. This was pursued at the request

of the Board following conversation with Councilman Kevin Trevillyan. Sadler stated that the proposal from Shive Hattery includes a sequential scope because of possible variables and is not to exceed \$24,000. Swalwell inquired if there was a rough analysis of how much this could potentially cost in comparison to building a completely new bridge. Sadler stated that there has to be a certain amount of analysis to determine that rough estimate. Schebel mentioned that she is interested in hearing if people from the community think this is a unique idea or not.

Schebel moved that the Board Approve the Allocation of Funds – Railroad Bridge Feasibility Study. Ridgway seconded. Motion carried, 5 yes.

#### **E. Discussion – New Park Update – Raccoon River West**

Sadler shared an overview of a proposed park in the new Raccoon River West development. Sadler added that the City will be acquiring around five acres for a future fire station and water tower. Knapp Properties is proposing, through park land dedication, to combine the fire station, water tower, and neighborhood park into one civic node, versus having two park locations serving the areas east and west of Grand Prairie Parkway. Sadler added that some challenges to this could include how citizens on the west side would get to the one park on the east side of Grand Prairie Parkway, instead of having an additional park closer to their homes. Ortgies added that staff wanted to hear the Board's opinion on going from the two proposed park locations to one park and whether or not having a park in conjunction with a fire station and a water tower is a wise idea. Ridgway asked if you could put a small park in close proximity to a community park since the new community park is in the vicinity. Sadler stated that an example of this is Wilson Park, which is on the east side of Holiday Park. Ridgway asked if there was an idea of how many homes will be in this area. Sadler responded that there could be hundreds of lots, but nothing is finalized. Swalwell asked if there would be public access to the land identified as Iowa Natural Heritage Foundation property on the plan. Sadler added that staff will communicate with the Foundation to discuss trails. Schebel asked if there was a possibility of a trail going over or under Grand Prairie Parkway so people could cross more safely. Hrdlicka added that this idea would justify having only the one park versus the two parks. Swalwell and Ridgway stated that they agree with Schebel and Hrdlicka on the underpass idea. Sadler and Ortgies reminded the Board that the road is already being constructed with no underpass planned as part of the project, and there are grading issues that would likely have to be considered. Ortgies added that when the land is developed south of the abovementioned area there will be more required park land dedication that may create a need for a second park even if the City accepts Knapp's single park proposal. Ridgway asked about other potential negative impacts of having a park adjacent to the future fire station and water tower. Ortgies stated that having a fire station and a water tower could take away from the attraction of a neighborhood park due to noise and visual issues. The Board agreed that they would be open to combining the park with the other two civic uses.

#### **Staff Reports**

##### **On Item 6A. Superintendent of Parks**

Sadler shared various construction project updates with the Board. Sadler mentioned that the Veteran's Parkway Enhancements Folded Flags project has gone to bid. Sadler also added that Marco Alvarez, the Department's Park Planner, is involved with several trail projects. Sadler mentioned that staff are gearing up for a busy next year.

##### **On Item 6B. Superintendent of Recreation**

Penning shared information on the Spring/Summer program guide which will be available to the public in late February, and registration will begin in early March. Penning shared that a new offering for the

Department will be sand volleyball leagues at Valley View Park. Staff is currently evaluating proposals for the Aquatic Centers and Raccoon River Park Softball Complex concession services. Trevor Hoth has been offered the Recreation Coordinator positions which will start on January 14<sup>th</sup>.

**On Item 6C. Director of Parks and Recreation**

Ortgies shared that she and Penning have been involved in many meetings pertaining to the RecPlex. The private fundraising goal is very close to being met and additions to the RecPlex have been discussed. The department also received an unsolicited donation for the Amphitheater. In January there will be an election of Board officers.

**On Item 7. Other Matters**

No items.

**On Item 8A: Receive, File and/or Refer:**

December 10, 2018: Public Hearing – Veteran’s Parkway Enhancements, Folded Flags

1. Resolution – Approval of Plans and Specifications.
2. Motion – Receive and File Report of Bids.
3. Resolution – Approve Contract.

December 10, 2018: Motion – Approval of Professional Services Agreement – Trail Renovation Program – Levee Trail Improvements

Ridgway moved to adjourn. Sewell seconded. Motion carried, 5 yes. Meeting adjourned at 6:54 p.m.

Respectfully submitted,

---

Anna Bodensteiner  
Secretary

ATTEST:

---

Aaron Sewell  
Advisory Board Secretary

**WEST DES MOINES PARKS AND RECREATION ADVISORY BOARD PROCEEDINGS  
Thursday, December 20, 2018**

The workshop of the West Des Moines Parks and Recreation Advisory Board was called to order on Thursday, December 20, 2018 at 6:55p.m. by Chair Hrdlicka.

<b>Commission</b>	Heather Schebel	Rick Swalwell	Forrest Ridgway	Aaron Sewell	Joe Hrdlicka
<b>Present</b>	X	X	X	X	X

<b>Staff</b>	Sally Ortgies <i>Director of Parks &amp; Recreation</i>	David Sadler <i>Superintendent of Parks</i>	Ryan Penning <i>Superintendent of Recreation</i>	Anna Bodensteiner <i>Administrative Secretary</i>	
<b>Present</b>	X	X	X	X	

<b>Council</b>	Russ Trimble <i>Council Liaison</i>				
<b>Present</b>					

**1. Update – LOSST**

Swalwell shared that there is going to be a booth at the Bike Expo on January 26<sup>th</sup>, and he thinks that it would be a good idea to share educational materials about the election. Ortgies stated that the City conducted citizen polling since the last LOSST election. The poll gave information about what citizens would support, and public safety ranked high amongst citizens with other quality of life elements following behind. Swalwell inquired whether or not all of the marketing materials from Red Dot for the Five Waters Project could be used for educational information. Ortgies responded yes, the materials can be used as they were developed to be more general with no dates on them. Ortgies shared that more people are needed to serve on a LOSST committee as City staff and Board members can only provide information.

**2. Update – Friends Group**

Hrdlicka asked if the Board had any ideas on how to get people involved. Swalwell stated that there is a list of 60 or so individuals who have expressed interest in the Five Waters Project. Swalwell added that there is a meeting set up with Ralph Selzer to discuss the status of the West Parks Foundation. Swalwell also mentioned that the group will need a Board to function properly. Ortgies added that there are a few housekeeping things to work through with the existing West Parks Foundation, but the next step would be to connect with the people who have expressed interest, and see if they are interested in joining a friends group. Ortgies asked the Board to feel free to share any names of individuals that may be interested in serving on a founding board.

**3. Other Matters**

No Items.

Ridgway moved to adjourn. Schebel seconded. Motion carried. Workshop adjourned at 7:22 p.m.



Respectfully submitted,

---

Anna Bodensteiner  
Secretary

ATTEST: \_\_\_\_\_

**WEST DES MOINES PARKS & RECREATION ADVISORY BOARD  
MEETING COMMUNICATION**

**DATE:** January 17, 2019

**ITEM:** Motion – Approval of Recommendation to City Council – Concession Facility Agreement for Raccoon River Park, Valley View Aquatic Center and Holiday Park Aquatic Center – Formaro’s Stuffed

**FINANCIAL IMPACT:** None.

**SYNOPSIS:** Concession operations at Raccoon River Park Softball Complex, Valley View Aquatic Center and Holiday Park Aquatic Center will have a new vendor in 2019 for the next five years. Formaro’s Stuffed will take over operations of all three facilities when they open for the 2019 seasons. A RFP was sent out and two vendors submitted the necessary paperwork. Staff evaluated both applications and determined that Formaro’s Stuffed was the preferred vendor due to their financial commitment, customer service, unique menu and credit card capabilities.

**BACKGROUND:** Raccoon River Park Softball Complex, Valley View Aquatic Center and Holiday Park Aquatic Center have contracted the concessions operations out since each facility opened. The City received 18% of the total revenue from the previous contract for all three facilities. The new contract for the next five years includes the base fees of \$25,000 (Raccoon River Park), \$6,500 (Valley View Aquatic Center) and \$4,000 (Holiday Park Aquatic Center) or 22% of gross sales, whichever is higher.

**RECOMMENDATION:** That the Board approve the motion and recommend approval by the City Council.

**Prepared by:** Ryan Penning, Superintendent of Recreation RP  
**Approved for Content by:** Sally Ortgies, Director of Parks and Recreation  
**Accepted for Park Board Agenda:** Sally Ortgies, Director of Parks and Recreation

**CONCESSION FACILITY AGREEMENT**  
**FOR**  
**RACCOON RIVER PARK SOFTBALL COMPLEX**  
**HOLIDAY PARK AQUATIC CENTER &**  
**VALLEY VIEW AQUATIC CENTER**

This agreement is made this 4<sup>th</sup> day of February 2019, by and between the City of West Des Moines, Iowa, a political subdivision of the State of Iowa (hereinafter referred to as the "City"), and Formaro's Stuffed, LLC. (hereinafter referred to as "Formaro's Stuffed").

**WITNESSETH:**

WHEREAS, the City desires to provide food and beverage concessions at Raccoon River Park Softball Complex, Holiday Park Aquatic Center and Valley View Aquatic Center in West Des Moines, Iowa, to accommodate the public;

WHEREAS, Formaro's Stuffed is interested in serving as the concessionaire on an independent contractor basis and the parties agree that the goods and services shall be provided by Formaro's Stuffed on an independent contractor basis;

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by both parties, the City and Formaro's Stuffed hereby agree as follows:

1. **SCOPE OF SERVICES:** Formaro's Stuffed hereby agrees to furnish food and beverage concessions at Raccoon River Park Softball Complex in West Des Moines, including but not limited to, snack foods, sandwiches, candy, soft drinks, plastic bottled beverages, grilled foods, fried foods and beer. Formaro's Stuffed agrees to sell food and beverages, excluding beer and all other alcoholic drinks, to the public for the concession area at Valley View Aquatic Center and Holiday Park Aquatic Center. Any Agreements between Formaro's Stuffed and its food or beverage vendors must be approved by the City to avoid potential advertising agreement conflicts.

The City and Formaro's Stuffed have agreed that no wine, liquor, or glass bottled beverages will be sold, distributed, possessed, or consumed within any of the three locations. No tobacco products will be sold or distributed within the Softball Complex or Aquatic Centers. The City shall discourage carry-in food and beverages within the three facilities. The City also reserves the right to deny the sale of some products (beer) during youth events which ban the sale of said product during that specific event. Formaro's Stuffed agrees to ensure

that all serving staff comply with all State of Iowa laws regarding the serving of alcohol.

The City and Formaro's Stuffed also agree that no vending machines or other similar devices shall be installed during the period of this Agreement without prior written approval of the City.

Formaro's Stuffed agrees not to employ callers, criers, or use signs or any other means to solicit business for the concession facilities without prior written approval of the City. Formaro's Stuffed further agrees not to advertise in any manner or form by Internet, television, radio, newspaper, or other means without prior approval of the City.

Formaro's Stuffed assumes all risks of operation of the concession facility and warrants and represents that it will comply with all applicable federal, state and local laws and will indemnify and hold the City harmless for any liability arising there from.

Formaro's Stuffed and the City will develop performance standards in the areas of maintenance, cleanliness, and customer service to be used to evaluate the operation.

Formaro's Stuffed will operate the concession facility in a courteous and professional manner and will respond to customer needs promptly and will treat all customers respectfully. Formaro's Stuffed shall require strong customer service from all employees. Formaro's Stuffed employees will be professionally dressed including staff uniforms.

Formaro's Stuffed shall be solely responsible for payment of all invoices or bills relating to all inventory delivered or provided by vendors or other similar individuals or entities. Utilities have been outlined in Section 7 of this Agreement.

The City and Formaro's Stuffed agree that they shall not discriminate against any individual based upon race, color, creed, gender identity, sex, sexual orientation, religion, nationality, national origin, disability or familial status.

2. **TERM:** This contract shall begin on April 1, 2019, and shall terminate on November 30, 2023, unless terminated at an earlier date as provided for herein. Formaro's Stuffed agrees that the concession facility shall be fully staffed and operated by Formaro's Stuffed during any scheduled use of the Softball Complex and both Aquatic Centers during all regular hours the facilities are open and scheduled for use. The City on an annual basis will determine starting and ending dates and opening and closing times which generally begins early-April and concludes early-November at the Softball Complex and late-May to late-August for the Aquatic Centers. The City and Formaro's Stuffed may cooperatively agree to not have concession opened during low volume events.
3. **RENEWAL/EXTENSION:** At the city's option, this agreement may be renewed or extended for a period not in excess of five (5) years by execution of a written agreement between the City and Formaro's Stuffed. In order to effectuate a renewal or extension, both parties must agree prior to the expiration of this agreement that it should be renewed and/or extended. If the parties agree to the extension/renewal, it shall be in written form signed by the Mayor and an authorized representative of Formaro's Stuffed. The renewal or extension may include modifications to the original terms of this agreement if mutually agreed to by

the City and Formaro's Stuffed.

4. **CONCESSION REVENUES:** Formaro's Stuffed agrees to pay the following:

Raccoon River Park Softball Complex: Base fee of \$25,000.00 dollars per calendar year or twenty-two (22%) of annual gross sales in calendar year, whichever amount is greater.

Holiday Park Aquatic Center: Base fee of \$4,000.00 dollars per calendar year or twenty-two (22%) of annual gross sales in calendar year, whichever amount is greater.

Valley View Aquatic Center: Base fee of \$6,500.00 dollars per calendar year or twenty-two (22%) of annual gross sales in calendar year, whichever amount is greater.

The concessionaire shall submit monthly payments for each of the three facilities by the 10<sup>th</sup> of each month. Each check should be delivered to:

City of West Des Moines  
Attn. Bruce Mankle  
4200 Mills Civic Parkway Suite  
PO Box 65320  
West Des Moines, IA 50265

Each payment shall include monthly detail of revenues, expenses and net.

5. **RECORDS:** Formaro's Stuffed agrees to maintain detailed financial records of all other information related to transactions by Formaro's Stuffed including but not limited to cash register receipts and all other documents relating to sales transactions as well as documents relating to transactions with outside vendors and customers in such a form that will allow the City to evaluate income, expense and conduct a thorough audit of Formaro's Stuffed records if determined to be necessary by the City. The City and its auditor have the right, upon reasonable notice to Formaro's Stuffed, to inspect said financial records and other information.
6. **AUDIT:** The City may conduct an audit of the financial records of Formaro's Stuffed if the City deems necessary. The City may select its own auditor/accountant and the costs of the audit shall be borne by the City.
7. **UTILITIES:** Formaro's Stuffed shall be solely responsible for paying the costs of water and electricity used in the operation of the concession stand at Raccoon River Park. This is only for Raccoon River Park, this does not apply at Holiday Park Aquatic Center or Valley View Aquatic Center.
8. **PROPERTY AND EQUIPMENT:** The City is and shall continue to be the owner of the concession facility and all fixtures located therein including but not limited to, fire safety equipment, exhaust hood, walk-in cooler, security monitoring system, walk-up window screens, grease trap interceptor and any other equipment provided by the City.

Formaro's Stuffed shall be solely responsible for the cleaning, inspection and maintenance of grease trap interceptors and keep current documentation of said certified professional

cleaning, inspection and maintenance of grease trap interceptors. This work and documentation should be completed by certified/licensed plumbers at three (3) month intervals or when total FOG (Fats-Oil-Grease) and solids reach 25% of the design liquid level. The concessionaire shall employ a waste hauler that is licensed and certified by the Wastewater Reclamation Authority (WRA). Documentation must be posted on wall of Concession.

Formaro's Stuffed shall be solely responsible for furnishing all other equipment, storage shelving, counter and sinks, furnish supplies, inventory and signage to be used in operation of the concession facility. Formaro's Stuffed shall also furnish cash registers for operations of the concession facilities.

At Raccoon River Park, the City has supplied 120/208 volt 3 phase four-wire service and plumbing to the stubs for sinks. Formaro's Stuffed is responsible for installation of interior plumbing and electrical wiring according to 2006 NEC and all applicable codes. This shall be coordinated with the City.

Formaro's Stuffed agrees to keep clean and maintain in good condition and working order all property and equipment. In the event that any property or equipment is damaged, destroyed or rendered in a state of disrepair or unsanitary condition, Formaro's Stuffed shall repair equipment or replace it with similar make and model.

9. **CLEANLINESS/MAINTENANCE/REPAIRS/RENOVATIONS:** Formaro's Stuffed agrees to maintain the concession facilities in a clean, sanitary, and safe condition at all times. Garbage and trash generated by the concession shall be completely contained by Formaro's Stuffed in trash containers provided by the City. The City shall be responsible for removal of all garbage and trash from the trash receptacles on a regularly scheduled basis. Formaro's Stuffed is responsible to maintain and clean the eating tables and area at each facility.

Repair and maintenance of the building exterior, excluding doors, windows & screens, the grounds, parking areas, interior walkways and plaza, restrooms, playground, and sports facilities shall be sole responsibility of the City.

The City will winterize the concession facility's structure (i.e. water pipes, plumbing, etc.). However, it will be the sole responsibility of Formaro's Stuffed to remove any equipment or other personal property and/or winterize the same to ensure that the equipment is not damaged or impaired during the winter period. Designated electricity must be kept on during off season to operate Security Monitoring System.

In the event that Formaro's Stuffed wishes to repair, alter, decorate, or make improvements to the concession facility, it shall first submit plans and specifications to the City and seek the written approval of the City before obligating Formaro's Stuffed to such costs. Following approval by the City, any such repairs, alterations, decorations, or improvements made to the facility shall be made at the sole cost of Formaro's Stuffed and, after the Agreement has been terminated, the improvements shall become the sole property of the City. Formaro's Stuffed agrees not to attempt to remove said improvements or seek reimbursement from the City for said improvements.

Formaro's Stuffed acknowledges that it has no right to sell, mortgage, rent, transfer, assign, or encumber the concession facilities, the adjacent premises, or any equipment provided by the City. Formaro's Stuffed agrees and acknowledges that it will not incur nor is it authorized to incur any expenses, charges or mechanic's liens related to the concession facility or adjacent premises. In the event that such unauthorized action of Formaro's Stuffed is taken or such liabilities are suffered by the City as a result of actions or omissions by Formaro's Stuffed, the City shall be indemnified and held harmless by Formaro's Stuffed.

10. **PRICE & PRODUCT LIST:** Formaro's Stuffed agrees to sell only those items approved by the City at a retail cost approved by the City. Formaro's Stuffed agrees to prepare a yearly proposed price list of all articles offered for sale at the concession facility. This price and product list will be due on March 1 of each year and is subject to the approval of the City. The initial prices for the concession items shall be as submitted in the request for proposal. The initial prices for concession items are subject to change only upon approval of the City.
11. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Formaro's Stuffed and the City acknowledge that employees of Formaro's Stuffed shall not be City employees and the parties further acknowledge an independent contractor relationship between the City and Formaro's Stuffed and that all individuals employed by Formaro's Stuffed to work at the concession facilities shall be employees of Formaro's Stuffed only. In this regard, Formaro's Stuffed shall have the right to control and direct its employees working at the concession facilities and shall have the right to hire and fire said employees. However, in the event that the City receives complaints regarding any of Formaro's Stuffed concession facility employees, the City reserves the right to request that appropriate corrective action be taken by Formaro's Stuffed in its capacity as employer.
12. **LICENSES/PERMITS:** Formaro's Stuffed shall be solely responsible for acquiring at its own expense from the corporate, federal, state, county, or local agency or governmental unit all permits, licenses, certification, and authority for operating the concession facilities. This includes obtaining Dram Shop insurance for Raccoon River Park.
13. **TERMINATION:** In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, or should either party default in the performance of any of the terms, conditions, covenants, warranties, or agreements contained herein, the aggrieved party may notify the other party in writing via Certified Mail or personal service of such failure or default and demand that the same be remedied within five (5) days. If the default cannot be reasonably cured within such five-day (5) period, the defaulting party shall have such additional time as is necessary to cure such default so long as the defaulting party is diligently pursuing the cure of such default. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Agreement by giving the other party thirty (30) days written notice.

14. **MISCELLANEOUS:** Formaro's Stuffed agrees it will not store oils, candles, lamps, turpentine, benzene, naphtha, petroleum product, or other flammable explosive substances in or near concession facility.

Formaro's Stuffed hereby expressly waives any and all claims for compensation reimbursement against the City, its representatives or its insurer(s), for any and all losses, damages, costs and expenses arising out of or resulting from any defects, deficiencies, or impairments to the concession facilities, structure or any apparatus wiring, etc. therein. Formaro's Stuffed also agrees to waive any claim against the City, and its representatives or insurer(s) in the event of loss or damage resulting from fire, water, tornado, explosions, civil commotion, riot, or act of God. Formaro's Stuffed shall be solely responsible for any damages, thefts, or other incidents which occur within the concession facility and shall indemnify and hold the City harmless for the same.

Formaro's Stuffed agrees that in the event the concession facility adjacent structures or personal property located therein are substantially damaged by fire or other incident, this Agreement may be suspended in part or in whole by City. The City shall have sole discretion determining whether Agreement should be suspended.

15. **SPECIAL EVENTS:** The City may request the services of Formaro's Stuffed to work special events that occur at the facilities. These would be large, unique special events. The City agrees to notify Formaro's Stuffed three (3) weeks prior to the event.

16. **INSURANCE:** Formaro's Stuffed agrees that at its own cost it will procure and maintain comprehensive general liability insurance, to cover any and all losses to the concession facility, and, adjacent properties and equipment and personal property located therein as well as worker's compensation insurance to insure against injuries sustained by employees of Formaro's Stuffed as well as any damages which may result from fire or other natural disaster and dram shop liability insurance. Formaro's Stuffed agrees to name the City of West Des Moines as an additional insured on all policies and provide a certificate of insurance to the City within ten (10) days after the City executes this Agreement. Formaro's Stuffed also agrees to provide the City with a policy limits declaration page for the general liability and worker's compensation policies. The City of West Des Moines, P.O. Box 65320, shall be named as the certificate holder. The insurance purchased by Formaro's Stuffed shall include but not be limited to and including the proof of the following coverage:

The concessionaire shall obtain and maintain through the term of this agreement *and two years beyond*, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the services provided, but in no event, are such terms and limits to be less than those set forth below. The limits of liability under insurance policies required by this Contract shall in no-way limit the concessionaire actual liability.

All insurance policies and certificate shall have endorsed thereon: "No cancellation of or change in the policy shall become effective until after ten (10) days written notice by registered mail to "City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265.



A. Commercial General Liability

Including coverage for premises and operations, independent contractors, products and completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The City shall be named as additional insured on a primary and non-contributory basis, and shall include a waiver of subrogation in favor of the City.

Bodily Injury & Property Damage - Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury - Per Person	\$1,000,000
General Aggregate on the Above	\$2,000,000
Products & Completed Operations General Aggregate	\$2,000,000
Fire Damage Limit	\$100,000
Medical Expense Limit	\$5,000

B. Business Automobile Liability Insurance

Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The City shall be named as additional insured on a primary and non-contributory basis, including waiver of subrogation in favor of the City. The limit can be satisfied by providing a primary policy or in combination with an excess liability policy.

Bodily Injury & Property Damage – Each Accident	\$1,000,000
---	-------------

C. Workers Compensation and Employers Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Part 1- Workers Compensation Benefits	Statutory
---------------------------------------	-----------

D. Employers Liability

Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

E. Umbrella Liability

The contractor will maintain umbrella liability insurance on an occurrence basis in excess of the underlying liability insurance described above which is at least broad as all underlying policies; including but not limited to Additional Insured and Waiver of Subrogation and Primary and Non-Contributing.

Each Occurrence Limit	\$5,000,000
Aggregate Limit	\$5,000,000

Before providing any services, the concessionaire shall furnish an insurance certificate to the City, showing adequate insurance to be in force.

Any subcontractors utilized shall be subject to the same insurance requirements above.

F. Dram Shop Liability

Bodily Injury or Death of any one person	\$1,000,000
Bodily Injury or Death of two or more persons each occurrence	\$2,000,000
Loss of Means of Support any one person each occurrence	\$1,000,000
Loss of Means of Support two or more persons each occurrence	\$2,000,000

Said Dram Shop coverage must be "occurrence-based" dram shop liability policy. "Claims made" policies are not permitted. Policies with an "aggregate" limit are not acceptable.

The insurance provider shall certify in writing that any policy of insurance required herein with an aggregate limit liability has not been reduced by paid or reserved claims at the time of issuance of policy or certificate/covering the operation and/or event.

**17. RELEASE, INDEMNIFICATION AND HOLD HARMLESS:** To the fullest extent permitted by law, Formaro's Stuffed agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits, or losses, including any and all outlays and expenses connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death, and property damages, including loss or us thereof, which arises out of or is in any way connected or associated with the work and/or services provided by Formaro's Stuffed to the City pursuant to the provisions of this contract. It is the intention of the parties that the City, its elected and appointed officials, employees, volunteers or other working on behalf of the City shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by Formaro's Stuffed, its officers, employees, subcontractors, and others affiliated with Formaro's Stuffed due to accidents, mishaps, misconduct, negligence, or injuries either in person or property resulting from the work and/or services performed by Formaro's Stuffed pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City.

Formaro's Stuffed expressly assumes full responsibility for any and all damage or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by Formaro's Stuffed to the City pursuant to this contract, and agrees to pay the City for all damages caused to the City premises resulting from the activities of Formaro's Stuffed, its officers, employees, subcontractors, and others affiliated with the Formaro's Stuffed.

Formaro's Stuffed represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and Formaro's Stuffed will observe and cause its officers, subcontractors and others affiliated with the Formaro's Stuffed to observe all applicable safety rules.

18. **TAXES:** Formaro's Stuffed agrees it shall be solely responsible for payment of all federal, state, county or local sales, income or employee taxes or any other said tax or surcharge which are assessable for this operation.
19. **ASSIGNMENT:** This Agreement and the benefits or obligations arising thereunder may not be assigned, transferred, conveyed or sold without the express written authorization if the City.
20. **APPLICABLE LAW:** Formaro's Stuffed shall comply with all federal, state, county, and local laws and regulations and with all other applicable laws, ordinances, and regulations where the concession facility is located with regard to all matters including, but not limited to, construction, sanitation, licensing, permits, worker injuries, interpretation of this agreement, and all other matters.
21. **INSPECTION OF PREMISES:** The City hereby reserves the right to enter the concession facilities at any reasonable time to inspect the same. Formaro's Stuffed agrees that at all times free access shall be given to the City, its departments and personnel, the Iowa Department of Health, and other certain governmental agencies for inspection purposes.
22. **RECYCLING:** Formaro's Stuffed agrees to comply with City mandated or requested recycling requests and/or policies including cardboard breakdown and sale of plastic and aluminum containers that can be recycled.

23. All notices under this Agreement shall be sent to the City:

Bruce Mankle, Recreation Facility/Program Supervisor  
West Des Moines Park and Recreation Department  
4200 Mills Civic Parkway  
PO Box 65320  
West Des Moines, IA 50265  
Email: [bruce.mankle@wdm.iowa.gov](mailto:bruce.mankle@wdm.iowa.gov)  
Phone: 515-222-3454

24. All notices under this Agreement shall be sent to the Concessionaire:

Formaro's Stuffed, LLC  
Renee Formaro  
2473 Willow Bend Trail  
Saint Charles, IA 50240  
Email: [eat@formarostuffed.com](mailto:eat@formarostuffed.com)  
Phone: 515-339-4250

25. The parties agree that the laws of the State of Iowa shall govern this contract and the jurisdiction for actions under this contract shall be in the District Court in Polk County, Iowa.

CITY OF WEST DES MOINES, IOWA

By: \_\_\_\_\_

Steven K. Gaer, Mayor

Attest: \_\_\_\_\_

Ryan Jacobson, City Clerk

By: \_\_\_\_\_

Renee Formaro, President, Formaro's Stuffed, LLC

STATE OF IOWA

COUNTY OF POLK     SS:

On this 4<sup>th</sup> day of February, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Renee Formaro, to me personally know, who being by me duly sworn, did say that she is the President/Owner respectively, of the corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the) (the seal affixed thereto is the seal of the) corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that Renee Formaro as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

\_\_\_\_\_

Notary Public in and for the State of Iowa

**CITY OF WEST DES MOINES  
PARKS AND RECREATION ADVISORY BOARD  
MEETING COMMUNICATION**

**DATE:** January 17, 2019

**ITEM:** Committee / Liaison Appointments

**FINANCIAL IMPACT:** None at this time

**SYNOPSIS:** The Chair of the Parks and Recreation Advisory Board, with the members' consent, appoints committee members every two years at the January meeting in the year Board members take office after an election or when there is a vacancy. Committees are as follows:

City Council Liaison – Chair

School Board Liaison – Chair

Facilities Committee – 2 members

Des Moines Area Trails and Greenways Committee – 1 member

**BACKGROUND:** The Facilities Committee makes recommendations to the full board on facility issues, including facility fees, requests for use, park use agreements, and plans, among other things. The Des Moines Area Trails and Greenways Committee is a Metro area trails advocacy group.

**RECOMMENDATION:** That the Chair appoint the members of the Facility Committee and the member of the Des Moines Area Trails and Greenways Committee.

**Prepared by:** Sally Ortgies, Director of Parks and Recreation

**Approved for Content by:** Sally Ortgies, Director of Parks and Recreation

**Accepted for Park Board Agenda:** Sally Ortgies, Director of Parks and Recreation

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE:** December 26, 2018

**ITEM:** Motion – Approval of Grant Agreement and Reallocation of FY18-19 Parks Capital Improvement Funds – Raccoon River Park Boathouse

**FINANCIAL IMPACT:** Grant revenue of \$83,411. Total estimated cost of the project is \$2,448,000 including \$200,000 in design fees to be funded with \$1,225,000 in available funds in FY 18-19 and \$1,140,000 funds being requested in the FY 19-20 Capital Improvement Program in addition to the grant funds.

**BACKGROUND:** A grant application for the Raccoon River Park Boathouse project was submitted in August to the Iowa Department of Natural Resources for funding through the Resource Enhancement and Protection (REAP) program following approval by the Grant Review Team on July 18, 2018. The grant request was for the maximum possible amount of \$200,000. The project ranked high enough to receive partial funding in the amount of \$83,411.

In order to take advantage of the grant funding, the Council is asked to consider the reallocation of funds budgeted in the FY 18-19 Parks CIP. The current budget includes \$1,025,000 in Local Option Sales Tax (LOST) funds spread between three projects. Staff proposes that this entire amount now be directed towards the Boathouse project. The allocation of cost-savings from the Grand Avenue Trail project is also being proposed. This reallocation of funds is detailed below:

Project	Funding Source	Original FY18-19 Budget	Amended FY18-19 Budget
Raccoon River Park Boathouse	LOST	\$200,000	\$1,225,000
Sugar Creek Greenway Trail – Phase 1	LOST	\$525,000	\$0
Raccoon River Pedestrian Bridge Design	LOST	\$300,000	\$0
Grand Avenue Trail (Cost-savings)	GO	\$488,000	\$288,000

The Sugar Creek Greenway is currently on-hold until streambank restoration work can be completed by the Wastewater Reclamation Authority (WRA). No activity on the trail project will occur in FY 18-19. Since LOST did not pass in Polk County in 2018, any funding for the Raccoon River Pedestrian Bridge construction is at least two years out, if not longer. For that reason, it is not critical to complete the design of the bridge this year.

The design of the Boathouse project is already well underway using funds budgeted in FY 18-19 for that purpose. With the addition of the REAP grant and by reallocating funds in FY 18-19, construction of the Boathouse can begin in the spring of 2018.

The Parks & Recreation Advisory Board approved a recommendation to the Council at their October 18<sup>th</sup> meeting. The acceptance of the grant and reallocation of FY 18-19 CIP funds was approved by the F & A Committee at their meeting on October 24<sup>th</sup>. The grant agreement has been reviewed by the Legal Department.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the City Council approve the REAP grant agreement and reallocation of FY 18-19 Parks Capital Improvement Program funds for the Raccoon River Park Boathouse project.

**Lead Staff Member:** Sally Ortgies, Director of Parks & Recreation

**STAFF REVIEWS**

Department Director	Sally Ortgies, Director of Parks & Recreation
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	F & A
Date Reviewed	7/18/18 & 10/24/18

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE:** January 7, 2019

**ITEM:** Motion – Approval of Concession Agreement – Holiday Park Baseball Complex – Ballpark Concessions

**FINANCIAL IMPACT:** None.

**SYNOPSIS:** Ballpark Concessions serves as a third party contractor of SportsPlex West for concession operations at Holiday Park Baseball. The City's agreement with SportsPlex West allows for this business relationship. The attached agreement is required because the City owns the concession building that Ballpark Concessions operates out of at Holiday Park.

**BACKGROUND:** This agreement has been in place since 2014 when SportsPlex West took over the programming of youth baseball leagues at Holiday Park. The agreement was approved by the Parks and Recreation Advisory Board on December 21, 2018.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the contract agreement with Ballpark Concessions.

**Lead Staff Member:** Ryan Penning, Superintendent of Recreation

**STAFF REVIEWS**

Department Director	Sally Orgies, Director of Parks & Recreation
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE:** January 7, 2019

**ITEM:** Motion – Approval of Agreement – Holiday Park Baseball Complex Turf and Field Maintenance Services – Iowa Cubs Sports Turf Management, LLC

**FINANCIAL IMPACT:** Estimated annual expense of \$157,840 to be paid from the Holiday Park Baseball operating budget.

**SYNOPSIS:** The original five year contract agreement (2014-2018) with Iowa Cubs Sports Turf Management, LLC (ICSTM) for field maintenance services at the Holiday Park Baseball Complex expired at the end of 2018. Based upon ICSTM's satisfactory performance, staff recommends renewal of the agreement for an additional five years (see Attachment A). The agreement renewal contains only minor revisions with most of them clarifying scope of work.

ICSTM's unit costs have not increased during the term of their current agreement, and most will stay the same in the new agreement. For example, the unit cost for mowing, which is a large percentage of ICSTM's work, is staying the same at \$50 per hour. The unit cost for tasks such as dugout maintenance, infield maintenance, and field preparation between games will be increasing from \$25 to \$30 per hour.

The total estimated annual cost of ICSTM's original agreement was \$129,900. Based upon the actual hours spent by ICSTM at the complex in 2018 and the new hourly rates, the total estimated annual amount under the new agreement is \$157,840. This difference in annual cost is partially due to the hourly rate increase, but also due to additional maintenance needs of newly renovated fields to keep them in excellent condition and additional practices, games, and tournaments with all 11 fields available for use.

The agreement was reviewed and approved by the Finance & Administration Committee on December 12, 2018.

**BACKGROUND:** Survey results related to ICSTM's work at the Holiday Park Baseball Complex are included below:

Metric	2018	2017	2016	2015	2014	2013
% satisfied with quality of field maintenance	94%	90%	98%	90%	85%	78%
% satisfied with overall condition of ballpark	98%	95%	97%	91%	81%	77%


\*Above percentages include very satisfied, satisfied, and neutral responses

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the contract agreement with Iowa Cubs Sports Turf Management, LLC.

**Lead Staff Member:** Ryan Penning, Superintendent of Recreation

**STAFF REVIEWS**

Department Director	Sally Ortgies, Director of Parks & Recreation 
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	F & A		
Date Reviewed	12/12/18		
Recommendation	Yes	No	Split

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE:** January 7, 2019

**ITEM:** Motion – Approval and/or Ratification of Specific Fees and Charges –  
Parks and Recreation Department

**FINANCIAL IMPACT:** Additional projected annual revenue as follows: \$1,000-Aquatic Centers; \$8,300-Holiday Park Baseball.

**SYNOPSIS:** On June 25, 2018, the City Council updated a comprehensive, consolidated listing of the City's various rates, fees, and charges. Each of the rates/charges/fees listed was identified by staff and has been tied to the date of last approval or update.

Since that time, changes have occurred creating the need to revise certain rates related to the Parks and Recreation Department as follows:

Holiday Park Baseball Complex Field Rental Fees

The original five year contract agreement with Iowa Cubs Sports Turf Management (ICSTM) expired at the end of the year. Staff is recommending a five year renewal of the agreement based upon ICSTM's satisfactory performance. ICSTM's unit costs have not increased during the term of their current agreement, and most will stay the same in the new agreement. For example, the unit cost for mowing, which is a large percentage of ICSTM's work, is staying the same at \$50 per hour. The unit cost for tasks such as dugout maintenance, infield maintenance, and field preparation between games will be increasing from \$25 to \$30 per hour.

The total estimated annual cost of ICSTM's original agreement was \$129,900. Based upon the actual hours spent by ICSTM at the complex in 2018 and the new hourly rates, the total estimated annual amount under the new agreement is \$157,840. This difference in annual cost is partly due to the hourly rate increase, but also due to additional maintenance needs of newly renovated fields to keep them in excellent condition and an increase in the number of practices, games, and tournaments with all 11 fields available for use.

To partially offset this increase in maintenance expenses, staff recommends increasing field rental rates for tournaments per game effective January 2019 and for the City's baseball program provider, Sportsplex West, effective January 2020 (see Attachment A). The delay in the increase for Sportsplex West is to allow them time to budget for the increase as their 2019 participant fees have already been set. This is the first time fees have been increased since 2014. After a review of fees being charged by other area complexes, staff feels that this is the maximum increase that can be implemented at this time to remain competitive in the market.

Aquatic Center Rental Fees

Staff is also recommending that rental fees for both aquatic centers be increased to reflect recent increases in lifeguard hourly rates. The amount of revenue generated by this increase is relatively small, but staff feels it is important to recover costs for these private rentals. Rental fees have not been increased since November of 2016. See Attachment B.

Staff will continue to annually review all Parks and Recreation fees and recommend future adjustments if warranted.

**BACKGROUND:**

**RECOMMENDATION:** That the City Council approve the fees and charges.

**Lead Staff Member:** Ryan Penning, Superintendent of Recreation

**STAFF REVIEWS**

Department Director	Sally Ortgies, Director of Parks & Recreation 
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	F & A		
Date Reviewed	12/12/18		
Recommendation	<b>Yes</b>	<b>No</b>	<b>Split</b>

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**DATE:** January 7, 2019

**ITEM:** Motion – Approval of Agreement – Chartered Bus Services – Windstar Lines

**FINANCIAL IMPACT:** Expense of approximately \$15,000 annually from the Parks and Recreation operating budget. Expense is offset by program fee revenue.

**SYNOPSIS:** West Des Moines Parks and Recreation, in conjunction with Clive Parks and Recreation, offers chartered bus trips throughout the year. Trips in the past have included visits to the Amana Colonies, Clear Lake, Iowa City, Omaha, and St. Louis.

An RFP was recently distributed for these services. The RFP was sent to several area vendors, and a notice was published. Windstar Lines was the only company that submitted a proposal in response to the RFP. Windstar Lines has provided charter bus service for the City in the past. To confirm the selection, staff took an onsite visit to tour multiple buses and confirmed the busses that will be used for City trips. Staff is confident Windstar Lines will provide safe, appealing and efficient busses while providing excellent customer service to the participants.


The proposed agreement is for three years and will typically cover between 10-11 trips per year. Estimated pricing for trips was part of the RFP to compare future pricing to past pricing. Prices submitted by Windstar Lines are in most cases equal to or less than those that have been paid for trips over the past year.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the agreement with Windstar Lines.

**Lead Staff Member:** Ryan Penning, Superintendent of Parks

### STAFF REVIEWS

Department Director	Sally Orgies, Director of Parks & Recreation 
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

### PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

### SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE:** January 7, 2019

**ITEM:** Motion – Approval of Agreement – Provision of Youth Baseball Services – Sportsplex West, LLC

**FINANCIAL IMPACT:** Approximately \$33,700 in revenue is projected in 2019 from field rentals.

**SYNOPSIS:** The original five year contract agreement (2014-2018) with Sportsplex West, LLC for management of a baseball program at the Holiday Park Baseball Complex expired at the end of this year. Staff recommends renewal of the agreement for an additional five years (see Attachment A). Sportsplex West has consistently received high satisfaction on surveys performed annually by the City. Their baseball program has also become well-established in the community with Open League (Recreational), Competitive League, and Premier League options being offered. The agreement renewal contains very few changes from the original terms and conditions.

The agreement was reviewed and approved by the Finance & Administration Committee on December 12, 2018. It was approved by the Parks and Recreation Advisory Board on December 21, 2018.

**BACKGROUND:** Survey results from the last six years are included below:

Metric	2018	2017	2016	2015	2014	2013
% who think program delivery is much improved or better	59%	70%	70%	63%	70%	75%
% who think program delivery is about the same	35%	28%	27%	18%	25%	18%
% satisfied with registration process*	93%	92%	96%	94%	94%	94%
% satisfied with quality of Open League coaching*	93%	100%	88%	84%	75%	84%
% satisfied with price of Open League*	92%	95%	84%	88%	92%	87%
% satisfied with staff responsiveness*	92%	85%	88%	85%	92%	94%

\*Above percentages include very satisfied, satisfied, and neutral responses

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the contract agreement with SportsPlex West, LLC.

**Lead Staff Member:** Ryan Penning, Superintendent of Recreation

**STAFF REVIEWS**

Department Director	Sally Orgies, Director of Parks & Recreation
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	F & A		
Date Reviewed	12/12/18		
Recommendation	<b>Yes</b>	<b>No</b>	<b>Split</b>