

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

**5:30 p.m.  
Thursday, March 17, 2022  
City Hall – City Council Chambers  
4200 Mills Civic Parkway**

Members of the public wishing to participate telephonically, may do so by calling:  
515-207-8241, Enter Conference ID: 189 093 379#

- 1. Call to Order / Approval of Agenda**
- 2. Citizen Forum**
- 3. Approval of Minutes of January 20, 2022 Meeting**
- 4. Old Business**
- 5. New Business**
  - A. Motion – Approval of Recommendation to City Council – Park Use Agreement – Sportsplex West
  - B. Motion – Approval of Alternate Parkland Dedication Plans
    1. Stonewood
- 6. Staff Reports**
  - A. Superintendent of Parks
  - B. Assistant Director of Parks & Recreation
  - C. Director of Parks & Recreation
- 7. Other Matters**
- 8. Receive, File and/or Refer**
  - A. City Council Communications
  - B. Parks CIP Project Status

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.

**WEST DES MOINES PARKS AND RECREATION ADVISORY BOARD PROCEEDINGS**  
**Thursday, January 20, 2022**

Members of the public wishing to participate telephonically, could do so by calling: 515-207-8241 and entering Conference ID: 189 093 379#

The meeting of the West Des Moines Parks and Recreation Advisory Board was called to order in the City Hall Council Chambers on Thursday, January 20, 2022, at 5:34 p.m. by presiding Chair Schebel.

<b>Commission</b>	Heather Schebel <i>Chair</i>	Joe Hrdlicka <i>Secretary</i>	Jim Miller	Rick Swalwell	Aaron Sewell <i>Vice-Chair</i>
<b>Present</b>	X	X	X		X

<b>Commission</b>	Linda Lowe	Melissa Clarke-Wharff			
<b>Present</b>	X	X			

<b>Staff &amp; Council</b>	Sally Ortgies <i>Director of Parks &amp; Recreation</i>	Dave Sadler <i>Superintendent of Parks</i>	Ryan Penning <i>Assistant Director of Parks &amp; Recreation</i>	Miranda Kurtt <i>Administrative Secretary</i>	Greg Hudson <i>Council Liaison</i>
<b>Present</b>	X	X	X	X	X

**On Item 1. Call to Order/Approval of Agenda**

Hrdlicka moved to approve the agenda as presented. Miller seconded. Motion carried unanimously.

**On Item 2. Citizen Forum**

None.

**On Item 3. Introduction of New Members – Melissa Clarke-Wharff and Linda Lowe**

The new Board members, Melissa Clarke-Wharff and Linda Lowe, and new Council Liaison, Greg Hudson, introduced themselves.

**On Item 4. Approval of Minutes of November 18, 2021, Meeting**

Sewell moved to approve the minutes as presented. Hrdlicka seconded. Motion carried unanimously.

**On Item 5. Old Business**

Schebel received an email from Jocelyn Muir. Muir will be meeting with the Girls Softball Association Board regarding the recycling program which she presented to the Park and Recreation Board in November. Schebel asked if anyone would like to attend this meeting with her and if so, to contact Schebel.

**On Item 6. New Business**

A. Motion – Election of Officers

Schebel asked for nominations for Chair, Vice-Chair and Secretary.

Chair - Miller nominated Schebel. Schebel accepted.

Vice-Chair – Aaron Sewell volunteered to continue as Vice-Chair.

Secretary - Hrdlicka volunteered to continue as Secretary.

Miller moved to approve the Election of Officers as currently held. Lowe seconded. Motion carried unanimously. The elected officers took office immediately following the election.

B. Motion – Approval of Committee / Liaison Appointments

The committee members are appointed every two years at the January meeting or when there is a vacancy. There was discussion regarding the various committees and the following appointees were determined:

City Council Liaison - Chair Schebel  
School Board Liaison – Chair Schebel  
Facilities Committee – Miller and Lowe  
Des Moines Area Trails and Greenways Committee – Clarke-Wharff  
Friends of West Des Moines Parks & Recreation Liaison - Hrdlicka

Hrdlicka moved to approve Committee / Liaison Appointments as presented. Sewell seconded. Motion carried unanimously

C. Motion – Approval of Alternate Plan for Parkland Dedication

1. The Tower

Sadler provided an explanation of how the Parkland Dedication Program works and why an alternate plan is presented to the Board. Sadler presented the Alternate Plan for Parkland Dedication for The Tower located at 60<sup>th</sup> Street and Mills Civic Parkway. The development is served by existing Willow Springs Park. The developer has proposed an on-site outdoor rooftop terrace with furniture and shade features. This would be available for residents of The Tower but would not be accessible to the public. Ortgies stated that according to the ordinance, we cannot accept cash to meet their requirement contribution. The first preference is dedication of land and if it is not needed, the developer must find an alternate option to meet the requirement.

Hrdlicka moved to approve the Alternate Plans for Parkland Dedication for The Tower as presented. Clarke-Wharff seconded. Motion carried unanimously.

**Staff Reports**

**On Item 7A. Superintendent of Parks**

Sadler stated construction has been ordered for the following parks: Peony Park, Willow Springs Park, and Scenic Valley Park. These will be fully inclusive playgrounds versus just being ADA compliant. Ortgies stated these will have a rubber poured-in-place surface. The Woodland Hills Greenway Trail connection requires a significant stormwater improvement prior to the construction of the trail. Sadler submitted a grant application what could cover approximately 80% of the stormwater improvement cost, if awarded. Once notification is received as to if we did/did not receive the grant, the project would go out to bid. The boat lockers for the Raccoon River Boathouse that were on backorder are now available. The consultant for the disc golf course at Southwoods Park was available in December and did an onsite analysis of the park. The consultant determined that it is feasible to fit another nine holes within the park. The Community Fishing Biologist from the DNR contacted Sadler regarding gathering data usage of the City Pond. This will occur this summer. They will also be stocking the pond by the RecPlex with fish and promoting it for urban fishing.

**On Item 7B. Superintendent of Recreation**

Penning stated the Spring/Summer program guide is being developed and will be mailed to residents in the middle of February. Registration will begin for residents on March 1 and non-residents on March 8. Hiring for over 200 seasonal summer positions is now open. All RecPlex playing surfaces are now usable and fully operational. Drop-ins for the ice rinks and other amenities were 4,255 in 2021 and are at 1,675 for the month of January. Toddler Time has been very well received as well as the Little Hoopers program. The deadline for the call for artists for the WDMurals project is February 25. Letters went out to non-residents stating the Raccoon River Boathouse lockers will only be rented to West Des Moines residents. Miller asked the status

of the completion of the RecPlex. Penning stated that the last major item is the installation of the retractable bleachers and numerous punch list items. The Guest Services Supervisor interviews will occur on Monday, January 31, and Tuesday, February 1, with an anticipated start date of mid to late March.

**On Item 7C. Director of Parks and Recreation**

Ortgies distributed the 2021 Department Highlights document. In 2021, the department brought in \$762,500 in grants, donations, advertising, and sponsorships which is a 235% increase over 2020. There is \$2.4 million pending in grant applications along with an EDA Tourism Grant that could potentially bring a several million dollars. There are opportunities for the Board to participate including: the Bike Expo on January 29, where Parks and Recreation will have a booth; the Budget Workshop on February 5; and a Budget Workshop with the Council to specifically discuss the Capital Improvement Program following the Council Meeting on February 7.

**On Item 8. Other Matters**

None.

**On Item 9: Receive, File and/or Refer:**

A. City Council Communications

- |                  |   |
|------------------|---|
| December 6, 2021 | Motion – Approval of Park Use Agreement – West Des Moines Soccer Club   |
| January 3, 2022  | Resolution – Authorizing – Application for Transportation Alternates Program (TAP) Grant Funding – Des Moines Area Metropolitan Planning Organization   |
| January 18, 2022 | Motion – Approval of Agreement – 2021 Art on the Campus Artwork Purchase – “Iowa Barn”  |
| January 18, 2022 | Resolution – Order Construction and Notice of Public Hearing of Plans, Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – 2022 Playground Replacement Project, Peony, Scenic Valley, & Willow Springs Parks |

B. Parks CIP Projects Status

Hrdlicka moved to adjourn the meeting. Miller seconded. Motion carried unanimously. Meeting adjourned at 6:34 p.m.

Respectfully submitted,

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Miranda Kurtt  
Administrative Secretary

ATTEST:

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Joe Hrdlicka  
Secretary

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

**DATE:** March 17, 2022

**ITEM:** Motion – Approval of Recommendation to City Council – Park Use Agreement – Sportsplex West

**FINANCIAL IMPACT:** None

**BACKGROUND:** The five-year Park Use Agreement between the City and West Des Moines Sportsplex West was set to expire on December 31, 2023. Sportsplex West met with City staff and discussed the possibility of renewing the Park Use Agreement early. With new sports complexes being built in neighboring communities, both parties saw the advantages of renewing at this time and extending the original agreement by three years


More than 3,400 players and 286 teams participated in their Open Baseball League and Competitive Baseball League in 2021. For the first time, Holiday Park hosted three different seasons with SportsPlex West, spring, summer and fall.

No changes besides updated insurance requirements have been made since the last agreement was renewed in 2019. The agreement includes another five-year term and has been reviewed by the Legal Department and representatives of Sportsplex West.

**OUTSTANDING ISSUES:** None

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

**Prepared by:** Ryan Penning, Assistant 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

**AGREEMENT  
BETWEEN THE CITY OF WEST DES MOINES  
AND  
SPORTSPLEX WEST, LLC  
FOR PROVISION OF YOUTH BASEBALL SERVICES  
AND USE OF PARKS & RECREATION PREMISES**

THIS AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of West Des Moines, Iowa, an Iowa municipal corporation (“City”) and Sportsplex West, LLC, (“Corporation”).

FOR AND IN CONSIDERATION OF MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED THE PARTIES AGREE AS FOLLOWS:

I. Definitions

- A. The term “City” shall mean the City of West Des Moines, Iowa and where necessary shall include the Mayor and City Councilmembers, employees, volunteers and agents of the City.
- B. The term “Department” shall mean the City of West Des Moines Parks and Recreation Department.
- C. The term “Department Director” shall mean the City of West Des Moines Director of Parks and Recreation or his or her designee.
- D. The term “Supervisor” shall mean the City of West Des Moines Recreation Program/Facility Supervisor or their designee.
- E. The term “Corporation” shall mean Sportsplex West, its officers, directors, employees, sub-contractors, volunteers and agents.
- F. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to context.
- G. The term “Premises” shall include the area in the attached diagram entitled Attachment A, generally described as the area in Holiday Park for baseball, excluding the softball and aquatic center areas, and bounded by the parking lot curb closest to the baseball fields.

II. Term

This Agreement shall commence on the above date of execution and shall continue until December 31, 2026 unless otherwise terminated at an earlier date as provided for herein. If both parties agree, this Agreement may be extended for one additional term, not to exceed five (5) years. Any extension of this Agreement shall be effective only if in writing and executed by both parties prior to the end of the original term. The renewal may include modifications to the original terms of this Agreement if mutually agreed to by the City and the Corporation.

III. Scope of Services

- A. The Corporation hereby agrees to provide youth baseball services during the term of this Agreement at no charge to the City. Services shall include the following programs:

1. Open Recreational League. All eligible residents of West Des Moines shall be permitted to participate in the program.
2. Subject to the approval of the City, which will not be unreasonably withheld or delayed, the Corporation may change Open League fees based on common practice throughout the Midwest and the rate of inflation.

#### IV. Field Usage and Rental

- A. The Premises shall be reserved for scheduled games, tournaments, programs, and practices according to the Corporation's annual schedule. Any use of the Premises by Corporation members or members of the general public shall be in accordance with the City's and the Corporation's field use schedule. Field rental prices are shown on Attachment B.

Additional charges may apply depending on the type of use of the Holiday Park Baseball Complex. The City reserves the right to change rental and tournament fees on an annual basis.

- B. The City may close the Premises to the general public and Corporation for repairs, renovation, or preparation for games or tournaments as long as the dates and length of time are reasonable.
- C. Any use of the Premises by entities or organizations on behalf of the Corporation shall require the written consent of the Director of Parks and Recreation and/or his/her designee, if that use is not directly sponsored by the Corporation. Request for approval of use must be submitted and approved by the Department prior to the Corporation contracting with any outside organization. Unless covered under the Corporation's insurance policy, proof of insurance coverage in the amounts and form as specified below in section IX of this Agreement shall be provided by the entity or organization for all non-Corporation sponsored events prior to use.

#### V. Facilities

##### A. Lighting

All field lights shall be repaired, maintained, and replaced by the City for the full term of this Agreement. Any replacement or repair of the field light fixtures, poles, bulbs, or underground wiring is the responsibility of the City. Electric meters for field lights shall be listed in the City's name with the electricity supplier and insured by the City for the full term of this Agreement. All electrical charges shall be paid for by the City.

##### B. Scoreboards

All scoreboards used in conjunction with Corporation activities shall be repaired, maintained, and replaced by the City.

##### C. Security Lighting

Security lighting along the access roads and in the parking lots at Holiday Park shall be repaired, maintained, and replaced by the City. Electrical charges from security lighting shall be paid by the City.

##### D. Irrigation Systems

All irrigation systems and their component parts shall be installed, repaired, maintained, and replaced by the City.

Electricity and water used for irrigation purposes shall be separately metered and paid for by the City. Electric meters and water meters for irrigation systems shall be listed in the City's name with the utility supplier and insured for the full term of this Agreement.

E. Restrooms

The City shall provide permanent restrooms on the Premises during the period of time the restrooms are open to the public (typically April 15 to October 15). Dates are subject to change according to weather conditions. Permanent restrooms will be maintained by the City. The Corporation will have access to a key for stocking restroom supplies, provided by the City, as necessary. A City employee, City-contracted cleaning service or security guard will check, open and close all permanent restrooms within the Premises daily during the period of time the restrooms are open. Some permanent restrooms are automatically opened and closed. The Corporation will have access to a key and can open and close the permanent restroom closest to the concession building on weeknights as needed.

F. Portable Toilets

Up to four (4) portable toilets will be provided by the City within the Premises when permanent restrooms are not available during the Corporation's regular season. The City shall be responsible for the maintenance of portable toilets provided by the City. Additional portable toilets may be utilized at any time during the Corporation's regular season at the Corporation's expense. The City may require additional portable toilets for tournaments to be supplied by the Corporation at the Corporation's expense.

G. Bleachers

The City shall provide bleachers. The City shall be responsible for the installation, inspection, repair and maintenance of all bleachers within the Premises.

H. Storage

The Corporation may store equipment in the designated office area of concession and storage buildings located within the premises. All fire and building code requirements shall be followed.

VI. Concessions Operations

- A. With prior written approval of the Department Director, the Corporation may contract with a third party to provide concession operations ("Concessionaire"). Request for approval must be submitted and approved by the Recreation Facility/Program Supervisor. The Concessionaire must meet all requirements of the City, including without limitation, insurance coverage. If a Concessionaire is used, then a certificate of insurance listing the Corporation and the City as additional insured must be provided before the concession operations begin. The City reserves the ability to temporarily close any concession operations until satisfactory proof of insurance is submitted to the Department Director and the Concessionaire complies with all City requirements.

The Corporation and Concessionaire must sign a separate Concession Facility Agreement. The Agreement will coincide with the Youth Baseball Agreement with the Corporation and shall be terminated on the final date of the Agreement unless terminated at an earlier date as provided for herein.

- B. The Corporation and any duly contracted Concessionaire assumes all risks of concession operations and agrees to comply with all federal, state, and local laws and regulations and orders affecting the concession operation in regard to all matters including but not limited to the sale of, use of, and storage of foodstuffs and beverages.



- C. The Corporation and any duly contracted Concessionaire agrees to supply, repair, maintain, and replace at its sole cost and expense all equipment such as food preparation equipment, refrigeration, storage, and display equipment and other equipment and property required for the necessary operation of the concession. The Corporation shall insure such property and equipment for the full term of this Agreement, including any extensions to this Agreement. The Corporation shall be responsible for cleaning grease trap annually with a certified cleaning service.
- D. The Corporation, and any duly contracted Concessionaire at the sole cost and expense of the Corporation, shall care for, maintain, and repair to the satisfaction of the Department all property and equipment assigned to the Corporation by the City for concession purposes. The Corporation shall insure such property and equipment for the full term of this Agreement, including any extensions to this Agreement.
- E. The Corporation and any duly contracted Concessionaire agrees at all times to permit and allow free access to the concession operation by representatives of the Department, the Polk County Department of Health, and other city, county, state, or federal officials having jurisdiction for inspection purposes. The Corporation further agrees after any inspection and upon notification by a representative of any agency, that any part of the Premises or the facilities are unsatisfactory, the Corporation will remedy the same at once.
- F. Water supply to the concession building shall be turned on by approximately April 15 of each year. The City shall be responsible for testing the backflow preventer for the concession building.
- G. The City reserves the right to permit and allow non-profit organizations to hold events and to otherwise conduct authorized activities at the Holiday Aquatic Center and Holiday Park and to permit the sale of food, beverages, novelties, etc., either directly or through the concessionaires of the City's choice as incidental to and in the course of such event or activity. The Corporation shall have the first right of refusal for providing concession services to events occurring on the fields within the Premises.
- H. The Corporation shall be responsible for placing the water, sewer, and electricity for the concession stand in its name and paying the bill for same for the term of this agreement, including any extensions thereof.
- I. All revenue from concession operations shall remain with the Corporation.

VII. Maintenance Responsibilities

- A. All requests for maintenance assistance from the City shall be submitted to the Supervisor at least seven (7) days in advance, except in emergency situations. If less than seven (7) days' notice is given in non-emergency situations, the Corporation shall pay the full cost of any overtime hours worked by City, if applicable.
- B. The City will provide an adequate number of containers for litter and will empty all containers on a regular basis. If Department staff time is required to pick up litter within the Premises, the Corporation will be responsible for all related costs. The City will provide one (1) dumpster for use by the Corporation.
- C. The City will provide copies of all needed keys. Duplicate keys must be supplied to the Supervisor-for any lock used by the Corporation. All alarm system codes and instructions for their use will be supplied to the Corporation along with a call list.

- D. All roads and parking lots will be maintained by the City. At no time shall any equipment or materials be stored in roads or parking lots by the Corporation. Smaller vehicles will be allowed to enter facility for deliveries to Concession Stand but must stay on concrete pathways and must be moved immediately.
- E. Under no circumstances may the Corporation permit or contract for individuals or businesses to apply fertilizer, pesticides or herbicides to any public park lands.
- F. Except as provided herein, the City, at its expense, shall care for, maintain, and keep in repair and in a safe and serviceable condition all structures, such as concession stands, scoreboards, storage buildings, irrigation systems, fences, bleachers, dugouts, and benches which are used during Corporation sponsored activities. Any damaged structure, field, or equipment must be reported by the Corporation to the Department's Supervisor within twenty-four (24) hours.

VIII. Improvements

- A. The Corporation shall not make any utility, field or structure additions, improvements or changes.
- B. The Corporation shall be solely responsible for acquiring at its own expense from corporate, federal, state, county, or local agencies or governmental units all permits for operations.

IX. Insurance Requirements

The Corporation shall at its cost and expense, procure and maintain casualty and liability insurance for the term of this Agreement. The insurance provider shall be authorized to do business in Iowa and shall have received a rating of A- or better in the current Best's Rating Guide. The insurance provider shall certify in writing that any policy of insurance required herein with an aggregate limit of liability has not been reduced by paid or reserved claims at the time of issuance or renewal of the policy or certificate covering the operation and/or event.

The City shall be named as additional insured under the commercial general liability policy and automobile policy. The original certificate of insurance shall be delivered to the City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, Iowa 50265. A copy of the certificate shall also be submitted to the Recreation Program/Facility Supervisor for the Department's records.

The Corporation shall obtain and maintain through the term of this Agreement, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the Agreement, 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 Agreement shall in no-way limit the Corporation's actual liability.

**Commercial General Liability**

Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The limits can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be named as additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

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

**Business Automobile Liability Insurance**

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

Bodily Injury & Property Damage – Each Accident	\$1,000,000
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**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
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**Employers Liability:**

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

**Umbrella Liability**

The Corporation will maintain umbrella liability insurance on an occurrence basis in excess of the general liability, automobile liability and employer's liability insurance described above which is at least broad as all underlying policies including but not limited to a additional insured and waiver of subrogation and Primary and non-contributory.

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

**Property Insurance**

The Corporation will have property coverage on any property required per contract that is kept on the City property against loss or damage with a limit not less than \$50,000.

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

- B. Upon failure of the Corporation to furnish, deliver and maintain such insurance as above provided, this Agreement may, at the election of the city, be forthwith declared suspended, discontinued or terminated. Failure of the Corporation to procure and/or maintain the required insurance shall not relieve the Corporation from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Corporation concerning indemnification. All required insurance shall be in effect and continued during the term of this Agreement.
- C. The City recommends a bonding policy covering all members who handle money in the Corporation.

X. General Covenants, Policies and Conditions

- A. All eligible residents of West Des Moines shall be permitted to participate in Open Baseball League The Corporation shall comply with all federal, state, and municipal equal opportunity laws and regulations prohibiting discrimination including adherence and compliance with the Americans with Disabilities Act (ADA).

- B. The Corporation shall encourage all participants to abide by all federal, state, county, and city laws, ordinances and regulations including all regulations adopted and established by the City Council and the Department.
- C. Emphasis should be given in communications to participants that parking is to take place in lots designated for Corporation use only. There is to be no parking on grass or in non-designated parking areas.
- D. The Supervisor reserves the right to cancel or postpone any activity or eject any person from the facility due to conflicts, disregarding of rules and regulations, adverse weather, or uncontrollable circumstances. Safety of the participants prevails.
- E. The City requires that all active coaches receive training for youth sports coaches as provided by the Corporation and reviewed and approved by the Department.
- F. The City requires that the Corporation run a check of the State of Iowa sex offender registry on all volunteers, coaches and employees of the Corporation at least once every year. The City also requires that criminal background checks be performed on all volunteers, coaches and employees of the Corporation at least once every year.
- G. Mandatory Drug and Alcohol Testing Programs. Corporation certifies that all of their employees who may operate a commercial motor vehicle are included in a substance abuse program that meets the requirements of Federal Department of Transportation Drug and Alcohol Testing regulations (Code of Federal Regulations, 49CFR, Part 382 and Part 40).
- H. Right-To-Know Statement. Corporation certifies that, in accordance with the "Hazard Communication Rule", 29 CFR 1910.120 (the "Right-To-Know" Law) and the State of Iowa "Hazardous Chemicals Risk Right-to-Know Rule", employees exposed to materials on the worksite will be trained for the materials in use by the Contractor as part of the contract. Material Safety Data Sheets (MSDS) for City materials will be supplied to the Corporation upon request.
- I. ADA Statement. The City does not discriminate on the basis of disability. If you believe you have been discriminated against in any program or facility, you may file a complaint alleging the discrimination with the ADA Coordinator through the City Manager's office. The TDD line for the City of West Des Moines is 222-3334.
- J. FLSA Statement. "We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."
- K. Discrimination. The City of West Des Moines does not discriminate on the basis of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Corporation agrees not to discriminate against any employees or applicants for employment on the basis of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status and to include a similar non-discrimination provision in all agreements associated with this professional services agreement.
- L. Authority/Direction. The Corporation and his designated personnel shall respond to requests made by the City in a positive, courteous and timely manner. The City reserves the right to reject any equipment or personnel from continued or further engagement of services due to incompetence or inability of equipment to function properly for the requested services.

- M. Damages. The Corporation shall be responsible for any and all damage to public property (including public utilities), private property, or personal injury due to its own or its employees' negligence, intentional or reckless conduct in maintaining facilities on Premises.
- N. Independent Contractor Relationship. The Corporation and the City acknowledge that employees of the Corporation shall not be City employees and the parties further acknowledge an independent contractor relationship between the City and Corporation and that all individuals employed by the Corporation or a sub-contractor shall be employees of the Corporation only. In this regard, the Corporation shall have the right to control and direct its employees and shall have the right to hire and fire said employees.
- O. Anti-Bullying Statement. The Parks & Recreation Department will not tolerate bullying\* in any youth program or activity, and Corporation will do all they reasonably can to create a safe space for participants, regardless of an individual's actual or perceived age, color, creed/denomination, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes/appearance, physical or mental ability or disability, ancestry, political belief, socioeconomic status, or familial status.  
*\*For the purposes of this statement, bullying is defined as the unwanted, aggressive use of physical, social or mental/intellectual power to control, harm or humiliate another person in a repetitive or pervasive manner.*

XI. Submittals

- A. The following shall be submitted to the Supervisor by March 1 or prior to any Corporation activity taking place on the Premises.
  - (1) Roster of current officers' names, e-mail addresses and phone numbers.
  - (2) List of emergency contact names, e-mail addresses and phone numbers.
  - (3) Roster of coaches who have satisfactorily completed an approved training program for youth sports coaches (to be submitted by April 1).
  - (4) Schedule of Corporation activities, including all tournaments.
  - (5) List of prices being charged to participants for all open and competitive league activities.
- B. In addition, the Corporation shall submit the required certificate of insurance to the Supervisor on an annual basis, prior to the expiration of the existing insurance policy. If the Corporation fails to do so, then upon written demand by the City or Department, the Corporation must provide the City or Department with the required certificate of insurance within five (5) business days of the date of the written demand. If the Corporation does not comply within five (5) business days, then the Corporation is in default of this Agreement. Moreover, the Corporation is in default, according to the terms of Section X – Insurance Requirements, Paragraph B, if there is no insurance coverage at any given time during the term of this Agreement.
- C. A report shall be submitted by the Corporation to the Department Director by March 1 of each year of the Agreement. The report shall include, but not be limited to, current and anticipated participation figures, annual expenses and revenue and participation satisfaction survey results.
- D. The Corporation agrees to work with the City to send all participants an annual survey to measure customer satisfaction with the program. The City shall develop and administer the survey through an independent service and provide survey results to the Corporation.

- E. The Corporation shall attend a regular meeting of the City's Parks and Recreation Advisory Board in February each year of the Agreement to present the report and also attend any other meetings requested by the Department Director. Regular meetings with Department staff will be scheduled during the operating season.

## XII. Termination

- A. At the expiration of this Agreement, or sooner as hereinafter set forth, the Corporation shall surrender the Premises and all City property thereon, in as good condition as when taking possession by the Corporation.
1. The Corporation may request to be relieved in whole or in part of any or all of the obligations of this Agreement for such stated periods of time as the City Council may deem proper upon written application showing circumstances beyond the control of the Corporation warranting such relief. The City shall respond in writing authorizing or rejecting said request. The Corporation also reserves the right to terminate this Agreement if the City does not follow through on the planned capital improvements to the ball field playing surfaces.
    - FY 21-22: Holiday Park Baseball – Phase 6 – Maintenance building improvements
    - FY 22-23: Holiday Park Baseball – Phase 7 – Fields 3 and 4 (construction)

The Corporation may also terminate this Agreement if the Premises is not maintained properly to provide a reasonably safe playing environment for participants and spectators. The Corporation shall provide written notice of these deficiencies and give the City 10 days to respond in writing on how the City plans to remedy this situation.

2. Upon default by the Corporation of any of the terms and provisions of this Agreement, and following the recommendation of the City's Parks and Recreation Advisory Board and action taken by the City Council, this Agreement may be terminated or cancelled at the sole option of the City, provided, however, before termination or cancellation, the Department Director, shall give written notice to the Corporation, pursuant to Section XV – Notices of this Agreement, by Certified Mail, with return receipt, or personal service specifying the default or defaults and stating the Agreement may be deemed by the City's sole judgment to be cancelled and forfeited ten (10) calendar days after giving of such notice unless such default or defaults are remedied within such time period. A longer time period to remedy a default may be granted by the Department Director in his or her sole discretion. A shorter time period to remedy a default may be deemed necessary by the Department Director in his or her sole discretion if the Department Director determines that the basis for the default has or will create an immediate hazard to any participants or spectators or has or will create a significant liability exposure to the City. The Department Director, in his or her sole discretion, may also direct the Corporation to immediately cease its activities related to this Agreement if the Department Director determines that an immediate hazard to any participants or spectators or a significant liability exposure to the City has or will exist.
3. Any bankruptcy or insolvency proceedings by the Corporation shall, at the City's sole option, immediately terminate this Agreement without prior notice and the Premises under the control of the Corporation shall vest with the City. Upon proper notice from the Department Director to the Corporation as herein provided, any default of this Agreement by the Corporation that is not timely cured or remedied shall constitute a material and substantial breach of this Agreement.

4. If the City is required to expend any money to fulfill the terms, conditions and obligations of this Agreement, either during the term of this Agreement by reason of default or after termination of the Agreement, the City, or its assigns may pursue reimbursement of any costs directly from the Corporation, or may seek any legal or equitable remedy available, including costs and attorney fees occasioned by such action.
  5. The Corporation nor any one claiming by, through or under the Corporation, shall not have the right to file or place any Mechanic's Lien or other lien of any kind or character whatsoever, upon the Premises, facilities, or building controlled by the Corporation under this Agreement, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon.
- B. If this Agreement is terminated, all infield material, fencing, light poles, light fixtures, scoreboards, buildings, dugouts, batting cages, underground irrigation systems including controllers, and other fixed equipment shall remain the property of the City. No compensation shall be paid by the City to the Corporation for any of the above improvements financed by the Corporation. Portable bleachers, portable batting cages, and non-fixed equipment shall be considered property of the City, unless they were purchased or provided by the Corporation. If any property is removed upon expiration of this Agreement, the Premises shall be restored to as good condition as existed upon commencement of this Agreement.
- C. All databases, contact lists, and client information shall remain the property of the Corporation.

### XIII. Dispute Resolution

Any concerns or questions regarding interpretation or application of the provisions of this Agreement shall first be submitted to the Department Director. The Department Director, City Manager, members of the City Council or the City's Parks and Recreation Advisory Board may become involved in the resolution process. Upon mutual agreement of the parties, they may, but are not required to, seek to resolve any disputes by alternative dispute resolution methods prior to pursuing legal or equitable remedies.

### XIV. Release of Liability and Hold Harmless

- A. The City and the Corporation hereby agree to defend, indemnify and hold the other party, its elected officers, agents, employees, successors, and assigns, harmless from any and all claims, demands, actions, judgments, settlements, or other costs, including reasonable attorneys' fees, which the party may incur or sustain due to negligent, reckless, or willful conduct attributed to the party, related to the execution of this Agreement. For the purposes of this Section, "City" includes those persons described in Section I – Definitions, Paragraph A, as well as West Des Moines Water Works. As a condition of this Agreement, each party must provide the other party with prompt notice of any such claim, demand, or action and all necessary information and assistance so that the indemnifying party, at its option, may defend or settle such claim, demand, or action. In the event that any such claim, demand, or action is caused by the joint or concurrent negligence of both parties, then the loss, expense, or claim shall be borne by each party in proportion to its respective negligence in causing said loss, expense, or claim.

- B. The parties specifically agree that the City is not liable for any loss or damage sustained by reason of any defects, deficiencies, or impairments of the electrical apparatus or wires furnished for the concession operations, lighting, or scoreboards, by reason of any loss of water supply or electrical current which may occur from time to time from any cause, or for any loss resulting from fire, water, tomado, explosion, vandalism, civil commotion or riot, or any act of God.
- C. The parties also specifically agree that the City is not liable for any failures by the Corporation to pay taxes, assessments, sales taxes, withholding taxes, or other public charges levied or assessed by reason of the operation of the Corporation's activities or program.

XV. Notices

Notices sent pursuant to this Agreement shall be sent to the other party by Certified Mail, with return receipt, or personal service and addressed as follows:

For the City:  
Director of Parks & Recreation  
City of West Des Moines  
4200 Mills Civic Parkway  
P.O. Box 65320  
West Des Moines, IA 50265

For the Corporation:  
Patrick A. Yacinich  
Sportsplex West  
890 SE Olson Drive  
Waukee, IA 50263

Sportsplex West



City of West Des Moines

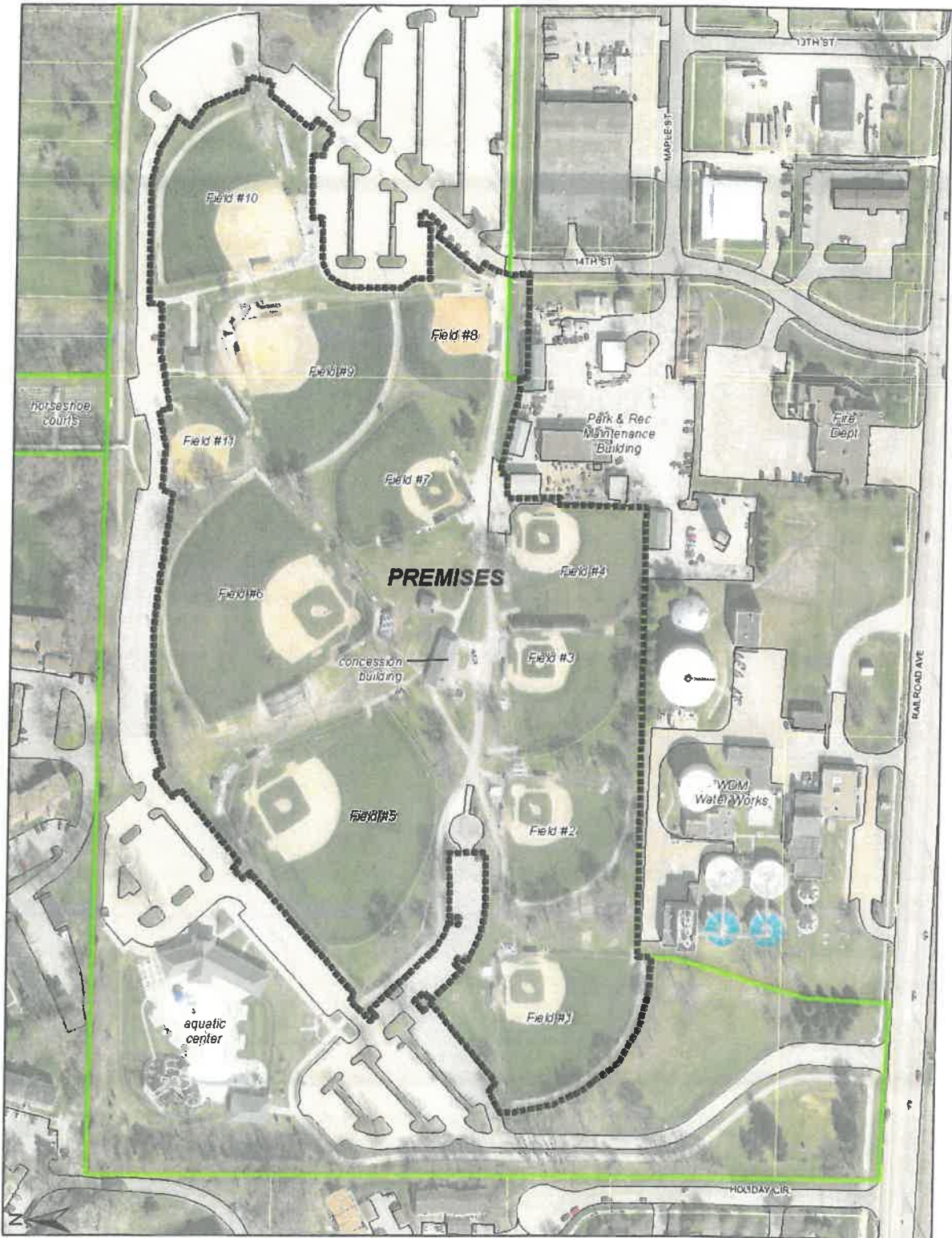
\_\_\_\_\_  
Russ Trimble, Mayor

Attest:

\_\_\_\_\_  
Ryan Jacobson  
City Clerk



# Attachment A



**Attachment B**  
**Field Rental Rates**

Open League games = \$35 per game slot

Open League practices = \$17.50 per hour

Competitive League games = \$50 per game slot

Competitive League practices = \$25 per hour

Premier Baseball league = \$50 per game slot

Corporation sponsored programs, camps and clinics = \$50 per game slot

Tournaments = \$500 Deposit, \$50 per game or \$25 per hour, \$25 per field/per day Restroom  
Maintenance Fee

All other rentals = \$50 per game slot

Game Slot = 2 hours

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

**DATE:** March 17, 2022

**ITEM:** Motion – Approval of Alternate Plans for Parkland Dedication –  
Stonewood

**FINANCIAL IMPACT:** None.

**SYNOPSIS:** The Board is asked to consider an alternate plan for the dedication of parkland to meet requirements of the City's parkland dedication ordinance for Stonewood located on the northeast corner of the future segment of Grand Prairie Parkway and Booneville Road (See Vicinity Map). ). The development is currently served by Woodland Hills Park. The development consists of 40 single family lots which results in a requirement of .713 acres to be dedicated. Detailed calculations can be found in Attachment A.


The developer has chosen to provide parkland on the development site and to install on site recreational amenities including additional sidewalks, sitting areas and site furniture. The amenities will serve a park and recreational purpose for the residents of this development by providing a usable outdoor space (Attachment B). Since there will not be a public access easement or public access for the general public to these areas, the alternate plan must be reviewed and approved by the Board.

**BACKGROUND:** Staff reviews every development application that is submitted to the city and works with developers to ensure satisfaction of the City's parkland dedication ordinance requirements. Sometimes factors exist that limit the typical dedication of land for neighborhood parks and greenways as shown on the Parks and Trails Master Plan. City code allows for an alternate plan to be developed that directly and proportionately benefits the development by satisfying parkland and/or recreational facility needs of the development's residents. Alternate plans are required to be reviewed by the Parks and Recreation Advisory Board which shall make a recommendation to the Plan and Zoning Commission or City Council.

The Facilities Committee met on March 9, 2022 to review and discuss the parkland dedication alternate plan for Stonewood.

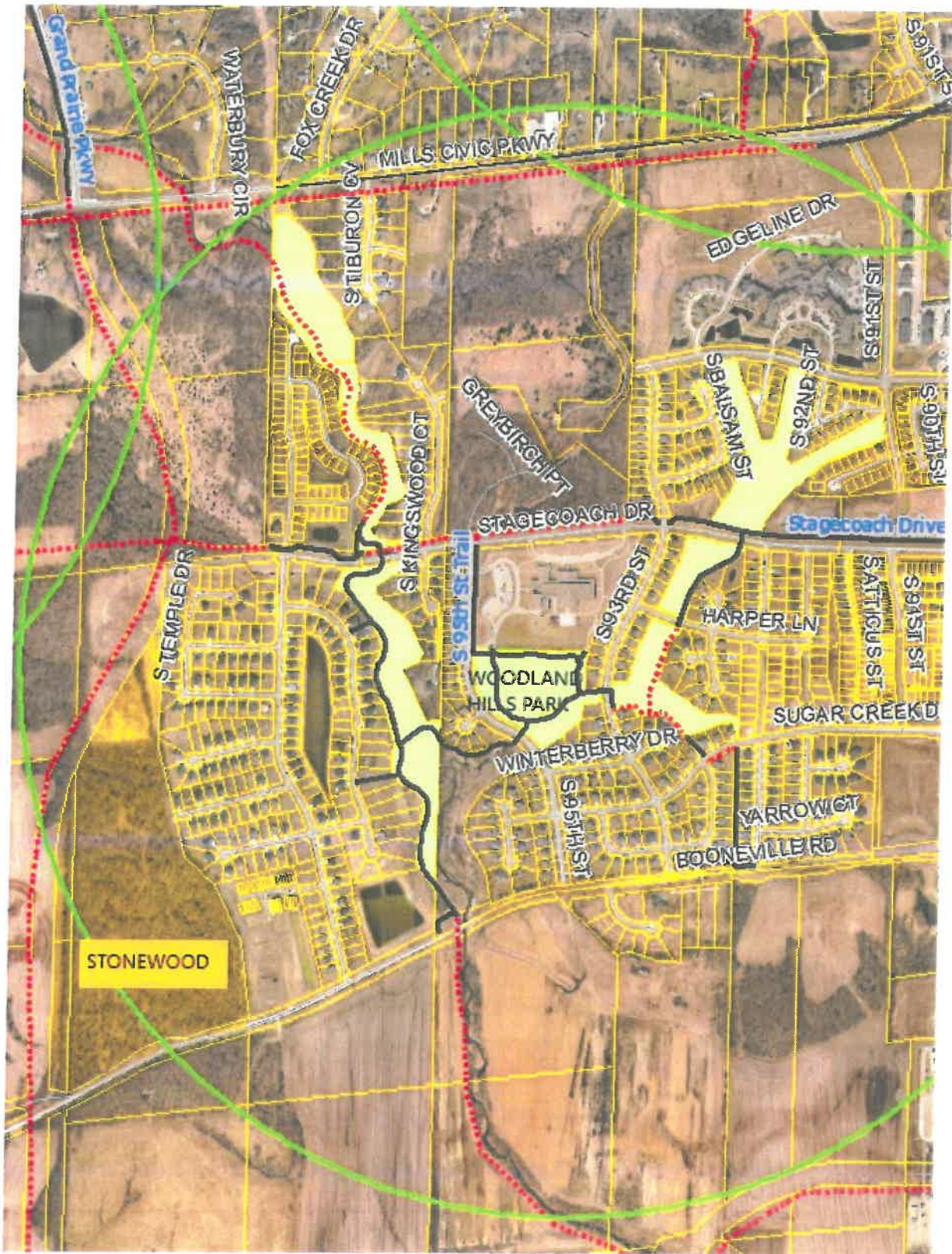
**RECOMMENDATION:** Staff and the Facilities Committee recommend that the Board approve a recommendation to the Plan and Zoning Commission to approve the parkland dedication alternate plan for Stonewood.

**Prepared by:** David Sadler, Superintendent of Parks 

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

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

# VICINITY MAP



ATTACHMENT A

**PARKLAND DEDICATION REQUIREMENTS**

3/10/2022  
Draft

**Stonewood**

**Project Location:** NE corner of Grand Prairie Pky and Boonevill RD  
**Developer:** Westwoods LLC, Dave Hansen

	# units	Population Multiplier	Estimated Population	Per 1000 people	Park Dedication Factor	Greenway Dedication Factor
<u>Single Family Detached</u>						
Description: Single Family Lots	40	2.90	116			
<b>TOTAL</b>	<b>40</b>		<b>116</b>			
<u>Single Family Attached</u>						
Description: Townhomes	0	1.63	0			
<b>TOTAL</b>	<b>0</b>		<b>0</b>			
<u>Multifamily Unit</u>						
Description: Apartments	0	1.73	0			
<b>TOTAL</b>	<b>0</b>		<b>0</b>			
<b>TOTAL POPULATION</b>			<b>116</b>	0.116	2.39	3.76
<b>Park Dedication (Acres)</b>			<b>0.277</b>			
<b>Greenway Dedication (Acres)</b>			<b>0.436</b>			
<b>TOTAL DEDICATION (Acres)</b>			<b>0.713</b>			

**Notes:**

To provide for the parkland dedication requirements, the developer is looking at options to provide parkland improvements on their own site. Parkland Dedication Area #1 to serve SF residents on south end of project (Lots 1-22). Parkland Dedication Area #2 to serve SF residents on the north end of the project (Lots 23-40) Parkland Improvements for future residents at the very north end of the development will be determined once the preliminary plat/final plat is submitted for that project.

**Calculations taken from CEC Prelim Plat dated 02/04/2022**

Total Dedication Requirement (Acres)	0.713	Acres
Less on-site parkland Outlot X (142' x 10')	0.036	Acres
Less on-site parkland Outlot Y	0.095	Acres
Deficient acreage	0.582	Acres
x land value per acre	\$42,250	per Acre
<b>Deficient acreage in dollars</b>	<b>\$24,590</b>	

**On-site improvements (can be subtracted from requirement above)**

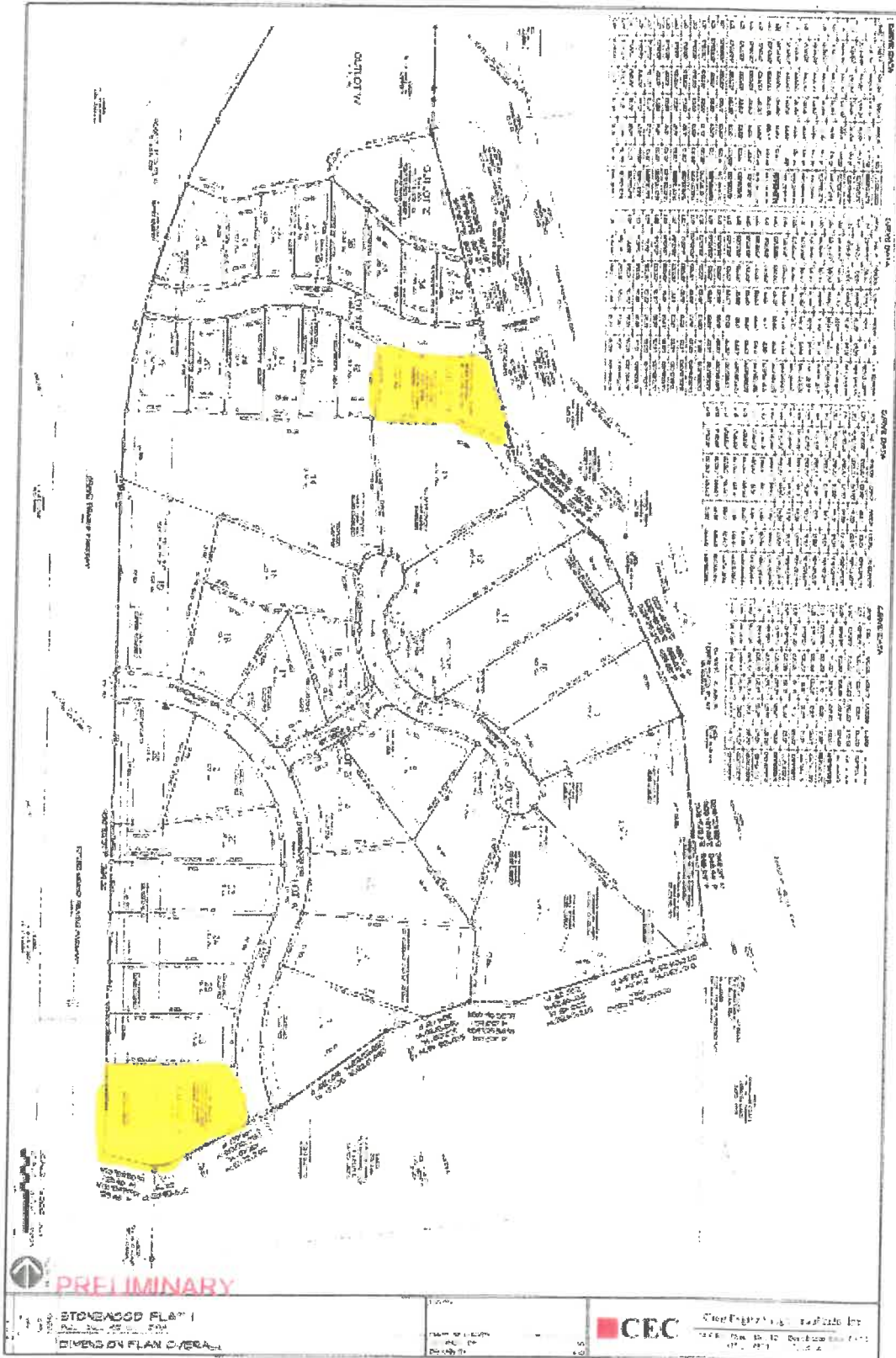
**Parkland Dedication Area 1 (Outlot X)**

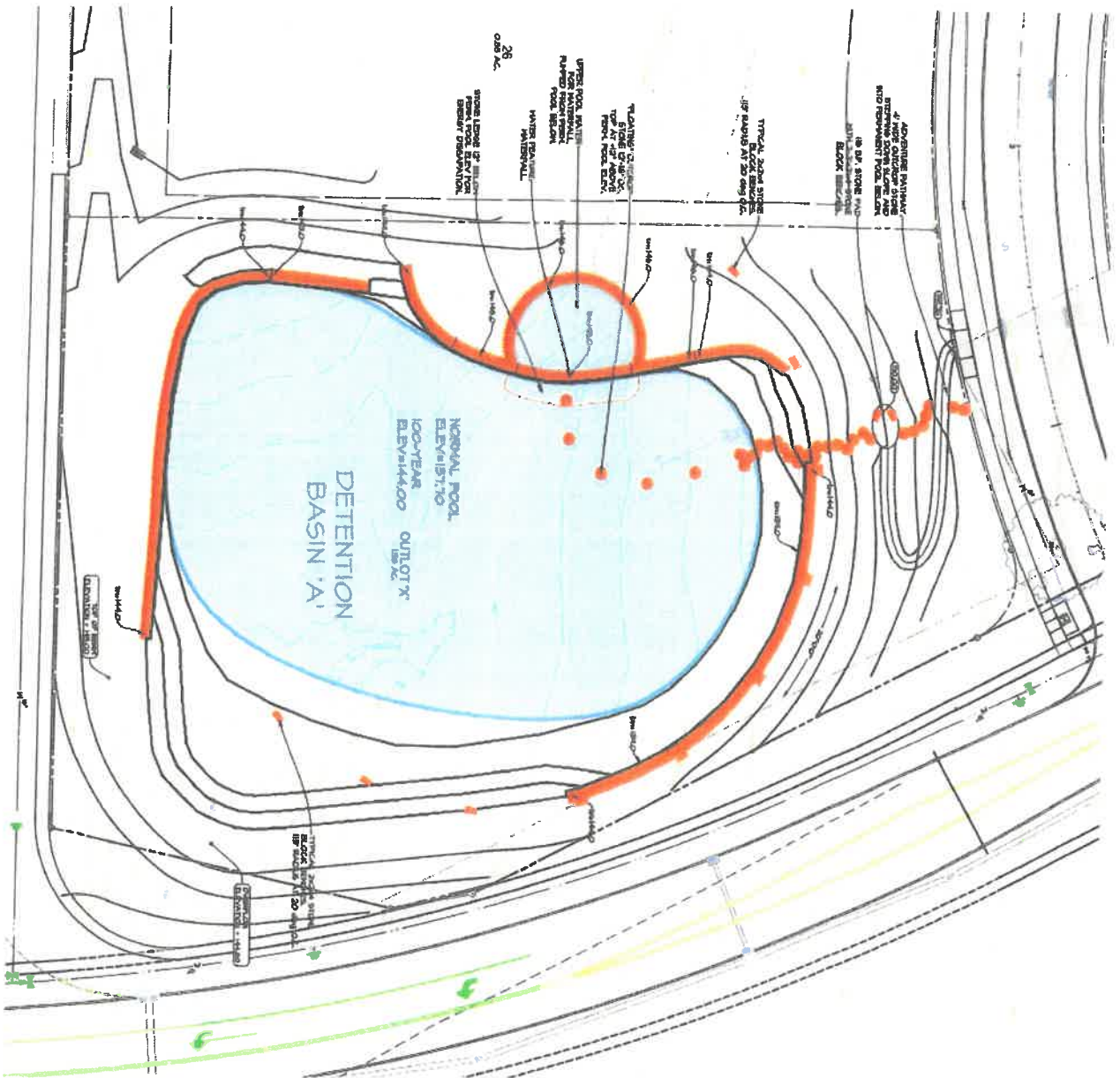
Trail Outlot X (5' x 127')	635	\$5	\$3,175
Seating Area (15' x 8')	116	\$10	\$1,160
Stone Block Benches	2	\$2,500	\$5,000
Landscaping			\$5,000

**Parkland Dedication Area 2 (Outlot Y)**

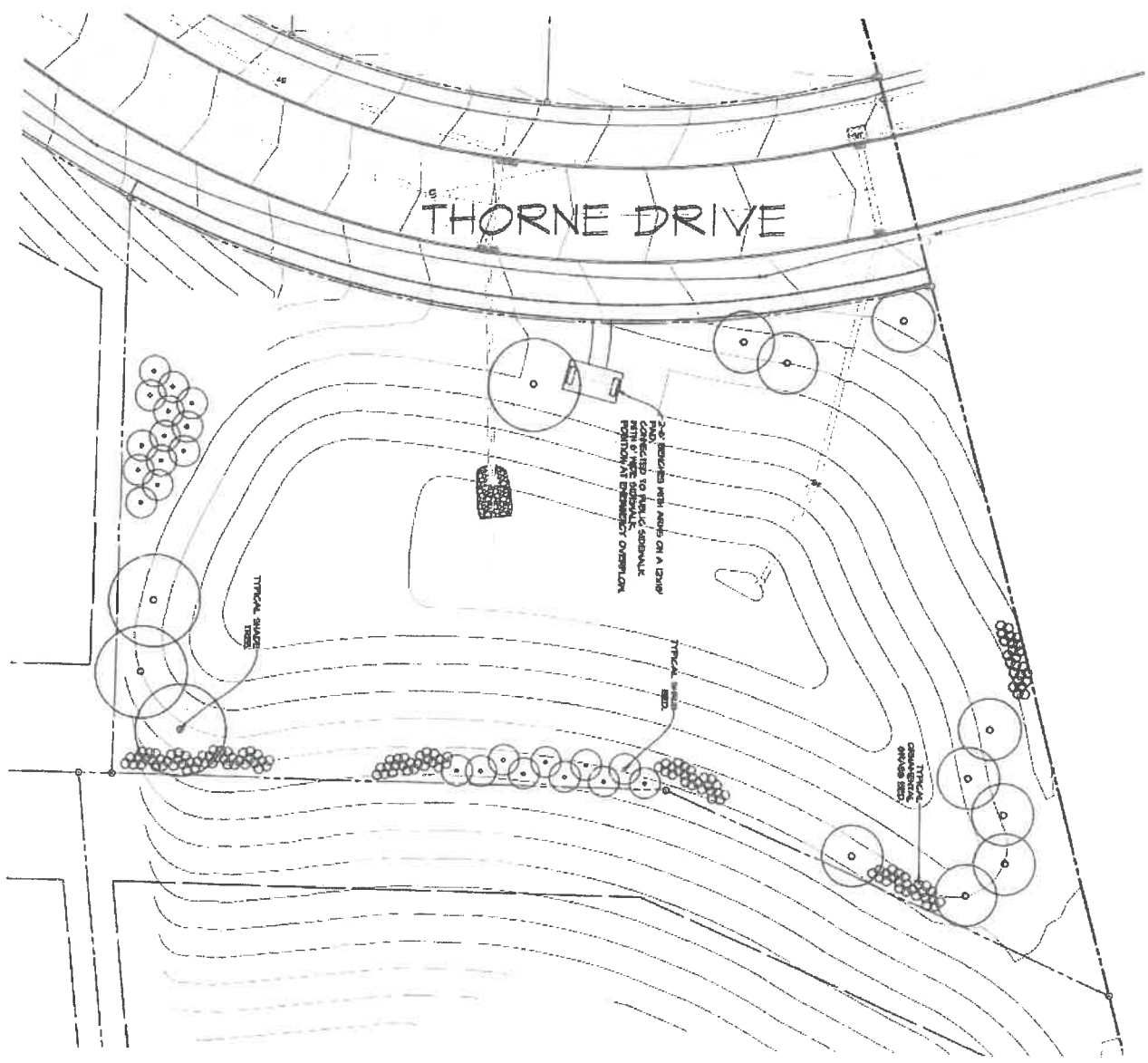
Sidewalk/Trail Outlot Y 15' x 6'	90	\$5	\$450
Seating Area (12' x 8')	216	\$5	\$1,080
Bench (Dumor)	2	\$2,500	\$5,000
Landscaping			\$3,800
<b>TOTAL</b>			<b>\$24,665</b>

# ATTACHMENT B





# THORNE DRIVE





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

**DATE:** February 21, 2022

- ITEM:** Public Hearing – 2022 Playground Replacement Project,  
Peony, Scenic Valley and Willow Springs Parks
1. Resolution – Approval of Plans and Specifications
  2. Motion – Receive and File Report of Bids
  3. Resolution – Approve Contract

**FINANCIAL IMPACT:** Total contract amount of \$1,274,899.00. There is currently \$900,000 in the FY 21-22 CIP budget for Various Parks, Play Equipment Replacement (Project No. 0510 056 2021). Due to an anticipated increase in costs staff included an additional \$225,000 in the FY 22-23 CIP budget for this project. This was approved by Council at the time construction was ordered. To cover the \$149,899 difference between available funds and the contract amount, Staff recommends adjusting the Parks FY 22-23 CIP budget request as follows:

- Defer Boat Locker Expansion to FY 23-24 (\$75,000)
- Defer a portion of the 1<sup>st</sup> Street River Access budget to FY 23-24 (\$75,000).

These adjustments are proposed based upon their position in the Parks & Recreation Advisory Board's priority list.

**BACKGROUND:** The Council is asked to approve the plans and specifications for the 2022 Playground Replacement Project, Peony, Scenic Valley and Willow Springs Parks and to receive and file the report of bids that is attached. Two (2) bids were received for the project with the lowest responsible bid submitted by Caliber Concrete, LLC of Adair, Iowa in the amount of \$1,274,899.00. The bid is over the preliminary estimate of cost prepared by Snyder & Associates which was \$1,070,345.00.

In review of the bid tabulation (attached), one of the most significant overages was seen in the playground safety surfacing (poured-in-place rubber). This bid item for all three parks was nearly \$200,000 (or 57%) over the estimate and was fairly consistent on both bids. The consultant reached out to the supplier and was told the rubber surfacing market has been very volatile over the past year primarily due to shortage in both labor and certain raw materials such as binder agents. They have seen recent cost increases up to 60% in many of these products.

The life cycle goal for play equipment located in the city's system is 18-20 years, and the existing play equipment at these three parks is now 23 years old. This project will include the replacement of play equipment for both 2-5 and 5-12 year-olds at all three (3) park locations. The project will include demolition of existing equipment, wood mulch surfacing, and portions of pavement & curbing. Proposed improvements include grading, subdrain installation, concrete pavement, furnish & install new play equipment, poured-in-place safety surfacing and other associated work. In addition to a more accessible

safety surfacing, the new playgrounds will include inclusive play features to allow for children of all abilities to play together.


**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:** That the Council hold the public hearing and pass the resolution to approve the plans and specifications, move to receive and file the report of bids, and award of contract for the 2022 Playground Replacement Project, Peony, Scenic Valley and Willow Springs Parks in the amount of \$1,274,899.00.

**Lead Staff Member:**

David Sadler, Superintendent of Parks 

**STAFF REVIEWS**

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

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

Published In	Des Moines Register
Dates(s) Published	February 11, 2022

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Public Services		
Date Reviewed	February 14, 2022		
Recommendation	Yes	No	Split

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**DATE:** February 7, 2022

**ITEM:** Resolution - Order Construction and Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – Raccoon River Park Boat Locker Storage Expansion

**FINANCIAL IMPACT:** None at this time. The preliminary estimated cost for the project is \$76,000.00. Expenses to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of FY 20-21 CIP budget with \$66,000 remaining in the Boathouse Watercraft Storage Locker Expansion (Project No. 0525 004.0510 062 2021), and FY 17-18 CIP budget with \$26,000 remaining in the Canoe/Kayak Lockers & Access Improvements (Project No. 0525 004.0510 085 2017).

**BACKGROUND:** A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, March 2, 2022, and a Public Hearing on the project scheduled for 5:35 p.m. on Monday, March 7, 2022. The contract would be awarded on Monday, March 7, 2022, and work would begin shortly after in the spring. This project is scheduled to be completed by the end of May 2022.


A set of storage lockers was budgeted in 2017 and installed at the time of construction of the Boathouse in 2019. The initial boat lockers accommodated storage for 43 vessels, which quickly filled up. There is now a waiting list of over 100 people, and additional funding was budgeted again in 2021 for locker expansion to provide for additional storage. Staff previously expanded the concrete pad adjacent to the existing lockers to accommodate the expansion, but had encountered supply issues on the lockers due to Covid. The lockers are now available, and this contract would allow for a contractor to supply, assemble and install the lockers on the existing concrete pad. Staff is also requesting additional funding for a third set in the FY 22-23 CIP budget.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the Resolution.

**Lead Staff Member:** David Sadler, Superintendent of Parks 

**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	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**DATE:** February 7, 2022

**ITEM:** Motion – Approval of Cropland Lease Agreement – Madison County Farmland

**FINANCIAL IMPACT:** Annual revenue of approximately \$30,720.

**BACKGROUND:** A request for bids was advertised and bid forms were sent to multiple individuals regarding the cropland lease for City-owned property located in Madison County at the northeast corner of 105<sup>th</sup> Street and Union Lane. This property is planned as a future location of a community park. The land area is approximately 140 acres with the tillable acres at 96 acres, more or less. These areas are shown on the Attachment A of the attached Lease Agreement.


Five bids were submitted with the highest bid received from Dale Day of Day Farms LTD from Dallas Center, Iowa in the amount of \$320 per acre. Day Farms farmed the Valley View Park property for several years prior to the construction of Phase 1 of the park in 2012. In addition, Day Farms also farmed the WDM Public Services site for several years until it was recently developed. The lease with Day Farms, LTD will run through March 1, 2023 with the option of renewing it annually for up to five years.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the Lease Agreement

**Lead Staff Member:** David Sadler, 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	January 7, 2022

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: February 7, 2022

**ITEM:** Motion – Approval of Professional Services Agreement – Raccoon River Park Playground Replacement

**FINANCIAL IMPACT:** Expense not to exceed \$185,000.00 including reimbursable expenses to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of \$750,000 in available funds in the FY 21-22 CIP budgeted for the Raccoon River Park, Demo of Sprayground & Ship Structure and Construction of Inclusive Playground (Project No. 0525 004.0510 064 2021). Additional funding for construction has also been requested in FY 22-23.


**BACKGROUND:** Raccoon River Park has long been the City's most visible and highly used park and has evolved since the original park master plan was developed 30 years ago. The facilities in the central area of the park including the beach, Coneflower & Biddle sheiters, restroom building, parking area, and playground have been some of the most heavily used. This area of the park hosts thousands of visitors each year with an increasing number of shelter rentals and a wide variety of special events. Much of the area is beginning to show signs of age and impact from overall high use, the sprayground has not been operational for several years, and the play equipment is nearing the end of its useful life. Genus Landscape Architects recently completed a master planning process that analyzed this entire central area, clearly identified how it is currently used, and determined ways to better serve park users. As part of this process, staff and the consultant team also looked at providing a more inclusive space for people of all abilities and backgrounds. Now that the master plan is complete, the project is ready to move into design development for the playground replacement including preparation of construction documents, bid phase and construction administration services. Staff is again recommending Genus Landscape Architects for this this next phase. The Genus project team has a deep understanding of the project and includes a specialist in the areas of playground design and safety, as well as an expert on inclusive play. The agreement with Genus Landscape Architects is attached along with their proposal, scope of services, project schedule and fees.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the agreement with Genus Landscape Architects.

**Lead Staff Member:** David Sadler, Superintendent of Parks 

**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	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: March 7, 2022

- ITEM:** Public Hearing – Raccoon River Park Boat Locker Expansion
1. Resolution – Approval of Plans and Specifications
  2. Motion – Receive and File Report of Bids
  3. Resolution – Approve Contract

**FINANCIAL IMPACT:** Total contract amount of \$68,270.00. The project will be paid with budgeted CIP funds from G/L account 500.000.000.5250.490. Funding will be covered out of FY 20-21 CIP budget with \$66,000 remaining in the Boathouse Watercraft Storage Locker Expansion (Project No. 0525 004.0510 062 2021), and FY 17-18 CIP budget with \$26,000 remaining in the Canoe/Kayak Lockers & Access Improvements (Project No. 0525 004.0510 085 2017).

**BACKGROUND:** The Council is asked to approve the plans and specifications for the Raccoon River Park Boat Locker Expansion project and to receive and file the report of bids that is attached. Two (2) bids were received for the project with the lowest responsible bid submitted by Concord Construction, LLC from Stuart, Iowa. The preliminary estimated cost was \$76,000.00.

This resolution is for an additional set of boat lockers at Raccoon River Park. A set of storage lockers was budgeted in 2017 and installed at the time of construction of the Boathouse in 2019. The initial boat lockers accommodated storage for 43 vessels and quickly filled up. There is now a waiting list of over 100 people, and additional funding was budgeted in 2021 for locker expansion. Staff previously expanded the concrete pad adjacent to the existing lockers to accommodate the additional lockers but had encountered supply issues on the lockers due to Covid. The lockers are now available, and this contract would allow for a contractor to supply, assemble, and install the lockers on the new concrete pad.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:** That the Council hold the public hearing and pass the resolution to approve the plans and specifications, move to receive and file the report of bids, and award the contract for the Raccoon River Park Boat Locker Expansion in the amount of \$68,270.00.

**Lead Staff Member:** David Sadler, Superintendent of Parks

**STAFF REVIEWS**

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

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

Published In	Des Moines Register
Dates(s) Published	February 25, 2021

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Public Services		
Date Reviewed	February 28, 2022		
Recommendation	Yes	No	Split

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**DATE:** March 7, 2022

**ITEM:** Resolution – Accept Work – 2021 Court Renovation Project

**FINANCIAL IMPACT:** The total construction cost of this project is \$678,122.68. Costs of the project have been paid from budgeted CIP funds from G/L Acct 500.000.000.5250.490. Funding is covered out of available funds including approximately \$624,732 in the Court Renovations project account (0510 068 2017) and \$100,000 in Concrete Renovations in Parks (0510 029 2020). The original contract amount of the project was \$659,910.00, with (3) change orders for a total change of \$18,212.68.

**BACKGROUND:** Minturn, Inc. of Brooklyn, Iowa is working under an agreement dated May 17, 2021 for construction services related to the 2021 Court Renovation Project. Work is substantially complete. This action accepts the improvements and authorizes staff to pay retainage. Retainage will not be paid in less than 30 days.

The project included the renovation of recreational courts including:

- American Legion Park – Tennis court, basketball court, (2) shuffleboard courts
- Fairmeadows Park – Tennis court, basketball court, sand volleyball court
- Willow Springs Park – Tennis court, basketball court
- Jaycee Park – Tennis court, basketball court

The courts at American Legion Park were showing significant issues with pavement cracking, fencing, and nets to the point of a major renovation being needed. Work included removal of existing court pavement, fencing, sidewalks and complete reconstruction of the courts. Work in Fairmeadows Park and Willow Springs Park included resurfacing of the existing pavement. In addition, one add-alternate was included for removal and replacement of the basketball and tennis courts at Jaycee Park. As tennis courts in neighborhood parks are being installed, reconstructed, or resurfaced, they are being lined for pickleball.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the City Council approve the Resolution.

**Lead Staff Member:** David Sadler, Superintendent of Parks

**STAFF REVIEWS**

Department Director	Sally Ortgies, Director of Parks and 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	Public Services		
Date Reviewed	February 28, 2022		
Recommendation	Yes	No	Split

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: March 7, 2022

**ITEM:** Resolution - Order Construction and Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – Park Parking Lots, American Legion and Meadowview Parks

**FINANCIAL IMPACT:** None at this time. The preliminary base bid estimate for the project is \$263,639.40 with one add alternate for additional sidewalks on the east side of American Legion Park estimated at \$25,311.50. Expenses to be paid from G/L account 500.000.000.5250.490. Funding for American Legion will be covered out of available funds in the FY 20-21 CIP from the Skate Facility Parking Lot and Walkways (Project No. 0510 058 2021). Funding for Meadowview Park will be covered out of available funds in the FY 20-21 CIP from the Parking Lot and Water Quality Improvements (Project No. 0510 060 2021). The total amount available for construction is \$277,000.00.

**BACKGROUND:** A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, March 30, 2022, and a Public Hearing on the project scheduled for 5:35 p.m. on Monday, April 4, 2022. The contract would be awarded on Monday, April 4, 2022, and work would begin shortly thereafter. The project completion date is set for Fall of 2022.

This resolution is for construction of parking lots in American Legion and Meadowview Parks. Improvements at American Legion Park include construction of a parking lot, sidewalks within the park with bench pads, replacement of parking lot apron and ped crossing of Vine Street, as well as a new patio area near the skateramp. Improvements at Meadowview Park include construction of a parking lot, sidewalks within the park, and storm water improvements. Overall project includes associated clearing & grubbing, earthwork, stormsewer, pavement, site restoration and other related work.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:** That the Council approve the Resolution.

**Lead Staff Member:** David Sadler, Superintendent of Parks

**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	Public Services		
Date Reviewed	February 28, 2022		
Recommendation	Yes	No	Split



# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: March 7, 2022

**ITEM:** Resolution - Order Construction and Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – Holiday Park Youth Baseball Field 3 & 4 Improvements, Phase 7

**FINANCIAL IMPACT:** None at this time. The preliminary estimated cost of the project is \$821,629.00. Expenses to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of funds in the FY 22-23 CIP for the Holiday Park Baseball Phase 7 (Project No. 0525 012.0510 014 2022). Staff has requested \$950,000 in this budget. This has been reviewed by the Council and scheduled for formal approval at an upcoming meeting. By approving ordering construction, the Council will also be approving this budget amount.

**BACKGROUND:** A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, March 30, 2022, and a Public Hearing on the project scheduled for 5:35 p.m. on Monday, April 4, 2022. The contract would be awarded on Monday, April 4, 2022, and work would begin shortly thereafter. The project completion date is set for Fall of 2022.

This resolution is for the renovation of the final two baseball fields (Fields 3 & 4) in Holiday Park. Work includes demolition of existing dugouts/fields/fencing, grading, stormwater utilities, soil amendments, new infields and warning tracks, refurbishing foul poles, paving of bleacher areas and walkways, new dugouts with player benches, electrical improvements, fencing improvements, new irrigation, sodding of outfields, and other associated items.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:** That the Council approve the Resolution.

**Lead Staff Member:** David Sadler, Superintendent of Parks

**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	Public Services		
Date Reviewed	February 28, 2022		
Recommendation	Yes	No	Split

Parks & Recreation CIP Status

3/17/2022

Budgeted	Project	Location	Funding Source	Budget Amount	Status							Status	Notes
					Consultant Proposal	PSA Approved (Council)	Construction Ordered (Council)	Contract Awarded (Council)	Construction	Work Accepted (Council)	Retainage Paid		
Construction/Design In Progress or Nearly Finalized													
17/18	Sugar Creek Greenway Trail-Phase 1	Sugar Creek Greenway		\$ 300,000	X	X	X	X	X	X		Complete	Trail paving substantially complete with only construction access remaining, natives seeded, waiting on cooler temps for turf grass seeding
18/19				\$ 525,000	X	X	X	X	X	X			
20/21			LOST	\$ 950,000	X	X	X	X	X	X			
18/19	Valley Junction Trail Connection Design/Construction	VJ/Levee	GO	\$ 400,000	X	X	X	X	X			Under Construction	Ready to construct / waiting for railroad to install crossings / have received cost estimates for both crossings / bid letting on 6/16 / contract awarded 6/21 / waiting on railroads to install two crossings
18/19	Raccoon River East Pedestrian Bridge Design	Raccoon River Park	GO	\$ 300,000	X	X						Under Design	Construction not budgeted / Capital Campaign kicked off / plans 95% complete
20/21			LOST	\$ 345,000	X	X							
19/20	Single Track Trails	Southwoods Park	GO	\$ 80,000	X	X			X			Under Construction	Request for Bids distributed with bids due 10/20 / bids received under budget / construction scheduled for June 2022
19/20	Restrooms	Railroad Park	GO	\$ 350,000	X	X	X	X	X			Under Construction	Feasibility study complete / taking preferred option to Development Review Team to determine next steps / PSA for construction documents-5/17 / Order Construction anticipated for 9/20 / Went through Historic WDM Master Plan Steering Committee review 9/15 / Bids significantly over budget and estimate / Deferring award of contract until 11/4 / Contract awarded 11/4
19/20	Disc Golf Course Renovation	Southwoods Park	GO	\$ 30,000	X							Under Design	Renovation complete / remaining \$8,000 could be used to begin design of potential expansion / Park Board & staff toured area disc golf courses 9/14/Getting pricing from designers for feasibility study
19/20	Lighted Pickleball Courts (fka Central Site Grading, Utilities, Road)	Valley View Park	GO	\$ 1,400,000			3/21/2022					Under Design	Design kickoff meeting took place / coordinating with WDM Water Works on potential ARS well / funding for construction re-allocated from \$1.4 M budgeted for grading/utilities/road / contract awarded 5/17/21 / construction started week of 6/7
19/20	Road, Parking Construction				X	X	X	X	X			Under Construction	
20/21	Lighted Pickleball Courts Design		GO	\$ 75,000	X	X						Under Design	
20/21	Fox Creek Greenway Trail Design	Fox Creek Greenway	GO	\$ 50,000	X	X						Under Design	Preliminary design complete / detailed design needed for potential construction of trail by developers through parkland dedication pending
20/21	Phase 6 & 7 (Fields 3 & 4/Parking Lot/Entry) Design	Holiday Park Baseball Complex	GO	\$ 150,000	X	X						Substantially Complete	Project kickoff meeting held 1/13 / additional scope items (architectural services) as amendment to PSA-5/3 / Maintenance building improvements bid letting on 8/25 / Awarding contract 9/20/21
21/22	Phase 6 Construction-Maintenance Building Improvements		GO	\$ 300,000	X	X	X	X	X				
22/23	Phase 7 Construction-Fields 3 & 4		O	\$ 900,000			X						
20/21	Central Area (Restroom/Playground)Master Plan Update	Raccoon River Park	GO	\$ 75,000	X	X						Under Design	Site analysis being done / background information being pulled together / project kickoff meeting took place 3/10/21 / public input being gathered through electronic and in-person surveys in July / Presented to Park Board in August / PSA approved by Council 2/7
21/22	Demo, Inclusive Playground, Central Area Improvements (Design/First 1/2 of construction)		GO	\$ 750,000	X	X							
20/21	2020 Asphalt Trail Renovation	Jordan Creek-39th to 50th	GO	\$ 712,556	X	X	X	X	X			Substantially Complete	Started construction in September / contractor needs to repair damage to trail near 39th Street
20/21	2021 Court Renovation	Legion (Reconstruct), Willow Springs, Fairmeadows (Resurface)	GO	\$ 338,248	X	X	X	X	X	X		Substantially Complete	PSA approved by Council 1/19/21 / kick-off meeting 2/3 / Award contract 5/17 / Pre-con week of 6/7 / plan to begin construction second week of July / All courts under construction in August & September
21/22			GO	\$ 300,000	X	X	X	X	X				
20/21	Play Equipment Replacement Design	Peony/Willow Springs/Scenic Valley Park	GO	\$ 100,000	X	X						Under Construction	Design is in progress / plan to bid winter / contract awarded 2/21
21/22	Play Equipment Replacement Construction		GO	\$ 900,000			X	X					
20/21	Creek Stabilization/Crossing & Parking Lot Design	Crossroads Park	GO	\$ 75,000	X	X						Under Construction	PSA approved by Council 3/1/21 / In bidding process / Going to Council 9/20 to award contract
21/22	Creek Stabilization/Crossing & Parking Lot Construction		GO	\$ 600,000									

21/22	Concrete Pavement Renovation		G	\$ 100,000	X	X	X	X	X			
			GO	\$ 100,000	X	X	X	X	X			
20/21	Fencing/Signage/Repairs	Huston Cemetery	GO	\$ 50,000	In-House	In-House					Under Design	Preliminary design complete / working through City approval process / construction planned fall 2021 / delayed due to need for re-zoning
20/21	Woodland Hills Greenway Trail	Woodland Hills Greenway	GO	\$ 400,000	X	X					Under Design	Construction documents nearly complete / additional professional services needed for creek stabilization / PSA approved by Council-4/19
21/22	Boat Locker Expansion - Concrete Pad	Raccoon River Park	GO	\$ 75,000	In-House	In-House		X	X		Complete	Construction planned summer 2021 / concrete pad complete / locker shipment delayed by up to one year
	Boat Locker Expansion - Lockers				In-House	In-House	X	X				
21/22	Trail Renovation	Various		\$ 300,000	X	X	3/21/2022				Under Design	PSA for Concrete Trail Renovation going to Council 9/20
21/22	Softball Field Improvements	Holiday Park Girls Softball	GO	\$ 75,000							Under Construction	Girls softball will complete work and be reimbursed by City / Infield renovation complete & reimbursed to GSA / Warning track remaining to be done
21/22	River Access Design (1st Street)	Raccoon River Greenway	LOSST	\$ 100,000	X	X					Under Design	Design summer/fall 2021
21/22	Skate Facility Parking Lot & Walkways Design/Construction	Legion Park	GO	\$ 175,000							Under Design	
21/22	Parking Lot Design/Construction	Meadowview Park	GO	\$ 150,000	X	X	X				Under Design	Design summer/fall 2021 / Construction spring 2022
Budgeted / Professional Services Agreement or Construction Contract Not Yet Awarded												
20/21	Park Signage-Phase 2	Various	GO	\$ 200,000	In-House	In-House						In-house design nearly complete / going through Minor Mod approval / plan to order construction in October
21/22	Park Signage-Phase 3		GO	\$ 170,000	In-House	In-House						
20/21	Diving Platform	Valley View Aquatic Center	GO	\$ 200,000	X	X	X					Bids allowed to expire per Council directive / could re-bid over winter for spring 2022 construction
21/22	Median Renovations	Various		\$ 100,000								