

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

**5:30 p.m.
Thursday, November 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 October 20, 2022, Meeting**
- 4. Old Business**
- 5. New Business**
 - A. Motion – Recommendation to City Council - FY 23-24 Parks Capital Improvement Program
 - B. Motion – Approval of Park Use Agreement – West Des Moines Girls Softball Association
- 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, October 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, October 20, 2022, at 5:30 p.m. by presiding Chair Schebel.

Commission	Heather Schebel <i>Chair</i>	Joe Hrdlicka <i>Secretary</i>	Jim Miller	Aaron Sewell <i>Vice-Chair</i>	Linda Lowe
Present	X	X phone in	X	X phone in	X

Commission	Melissa Clarke-Wharff				
Present	X				

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

On Item 1. Call to Order/Approval of Agenda

Miller moved to approve the amended agenda with the addition of the Emerald Ash Borer Presentation. Lowe seconded. Motion carried unanimously.

On Item 2. Citizen Forum

Brad Morford, 1815 Ashworth Road, voiced concerns regarding the proposed Ashworth Road construction. Sheryl Matravers, 1409 Ashworth Road, voiced concerns regarding the proposed trail along the north side of Ashworth Road.

Hudson commented that the project is in the very early stage of the planning process. Ortgies mentioned that a City Council Workshop was planned to take place on November 7 for discussion of the Ashworth Road project.

On Item 3. Approval of Minutes of June 16, 2022, Meeting

Hrdlicka moved to approve the minutes as presented. Clark-Wharff seconded. Motion carried unanimously.

On Item 4 Old Business

None.

New Business

On Item 5A. – Presentation on Emerald Ash Borer

Paul Tauke, Urban Forestry Supervisor, presented an update on the Emerald Ash Borer situation including the potential hazards of untreated trees. The Public Services Department is working on adding diverse trees to the city to help reduce the impact of dying trees. Hrdlicka asked what action the city will take with a homeowner that has dead and/or dying trees. The owner will be notified by a City Compliance Specialist that the tree must be removed along with a timeline in which to comply.

On Item 5B. – Motion – Huston Ridge Park Portable Toilet

Ortgies stated that this issue has been discussed multiple times by the Facilities Committee and Board. The recommendation of the Facilities Committee is to leave the portable toilet and enclosure in the park with alterations made to the enclosure to provide further screening.

Clarke-Wharff moved to approve the recommendation. Lowe seconded. Motion carried unanimously.

On Item 5C. Motion – Approval of Alternate Parkland Dedication Plans

1. Picket Fence Communities

Sadler stated that the developer of the Picket Fence Communities has chosen to provide parkland dedication on-site and has worked with staff on an alternate plan that includes providing open space areas and associated amenities including sitting areas, pergola, tables, benches, custom swing, grill, propane fire pit and landscaping. The plans show a future swimming pool, however, the City does not give credit for pools. This development is currently served by a mini-neighborhood park (Huston Ridge Park). These improvements will solely serve the residents and is not accessible to the public deeming it an alternate plan that must be reviewed and approved by the Board. The plan has been reviewed and approved by the Facilities Committee.

Miller moved to approve the Alternate Parkland Dedication Plan for Picket Fence Communities. Hrdlicka seconded. Motion carried unanimously.

On Item 5D. Motion – Approval of Recommendation to City Council-Adjustment of Fees and Charges

Penning reviewed the various fees that the department proposes to increase effective December 1, 2022. Penning stated that these fees were presented to the Facilities Committee and the Finance and Administration Council Committee. Aquatic season pass increases will help offset increases in staff pay rates and price of supplies. Daily rates will not be increased since they were increased in 2020. Penning stated staff met with Waukee Parks and Recreation regarding their fees for Triumph Park field rentals, and the fees for Holiday Park Baseball and Raccoon River Softball Park Complex align with Waukee's rates. This list will go to City Council on November 7 for approval.

Clarke-Wharff moved to approve the Recommendation to City Council-Adjustment of Fees and Charges. Lowe seconded. Motion carried unanimously.

On Item 5E. Discussion – FY 23-24 Parks Capital Improvement Program

Ortgies stated that the FY 23-24 Parks Capital Improvement Program has been discussed by the Facilities Committee, and staff has reviewed and further refined the list. The FY 23-24 proposed list has not been prioritized yet; however, rough dollar amounts have been added. Sadler reviewed the list with the Board.

Ortgies stated the City is in discussions with the Polk County Conservation Board regarding a potential partnership on the Raccoon River Greenway -1st Street River Access project using bond referendum funds. At this point, the Conservation Board is considering funding up to \$550,000, which is approximately half of the projected cost of the project.

Penning and Ortgies met with the West Des Moines Girls Softball Association. The group has received a \$50,000 anonymous donation to be used towards the lighting of the Quinn Field, as it is the only field not lighted. They are requesting City funding for the additional \$100,000 needed for the lighting. Ortgies stated that this could be added to the CIP list. Schebel and Clarke-Wharff stated that it should be added to the list.

Staff Reports

On Item 6A. Superintendent of Parks

Sadler stated an updated CIP Status sheet is included in the packet. The Woodland Hills Trail has been modified to accommodate the request from the residents and paving has been installed. The Crossroads Park Project is complete except for the parking lot. The playground equipment at Peony Park, Scenic Valley Park and Willow Springs Park is installed and the contractor is working on the surfacing portion. The parks will

be completed this fall if weather allows. The pickleball courts are complete at Valley View Park. The lights are installed; however, not turned on at this time due to a delay in the control boxes equipment. Union Pacific Railroad is working on the 9th Street crossing that is part of the Valley Junction Trail connection to Raccoon River Park. Public Services has begun winterization of park restrooms. The park attendants will be done on October 31. The boat ramp at Raccoon River Park is closed due to low water levels.

On Item 6B. Assistant Director of Parks and Recreation

Penning stated the FY 23-24 budget has been submitted. This year's Illumifest had approximately 3500-4000 people in attendance; the highest of the 14-year event. The Raccoon River Boathouse closed Labor Day. The MidAmerican RecPlex hosted two Des Moines Buccaneers Hockey games and had over \$10,000 in food and beverage sales. The City of West Des Moines won the League of City People's Choice award. The Winter/Spring program registration begins on November 8.

On Item 6C. Director of Parks and Recreation

Ortgies stated that an agreement for \$1.25 million funding from the Department of Transportation for the Athene Pedestrian Bridge has been received. With this funding, approximately \$2.6 million has been raised. Going forward, the fundraising efforts for smaller donations will be directed to the Friends of West Des Moines Parks and Recreation as the Great Outdoors Foundation wraps up their work.

Ortgies shared that she will be retiring on March 31, 2023.

On Item 7. Other Matters

None.

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

A. City Council Communications

- October 17, 2022 Motion – Approval of Professional Services Agreement – RecPlex Expansion Pre-Design Building Services
- September 6, 2022 Motion – Approval of Agreement – 2022 Art on the Campus Artwork Purchase – “*Confluence*”
- September 19, 2022 Public Hearing – Raccoon River Park Playground Replacement
 1. Resolution – Approval of Plans and Specifications
 2. Motion – Receive and File Report of Bids
 3. Resolution – Approve Contract
- October 3, 2022 Resolution – Order Construction and Notice of Public Hearing on Plans, Specifications, Forms of Contract, Estimate of Cost, and Direct Advertisement of Bids – Neighborhood Park Signage Project, Information and Secondary Entrance Signs
- August 15, 2022 Public Hearing – Valley View Aquatic Center Toddler Slide and Three Meter Diving Platform
 1. Resolution – Approval of Plans and Specifications
 2. Motion – Receive and File Report of Bids
 3. Resolution – Approve Contract
- August 15, 2022 Resolution – Order Construction and Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – Raccoon River Playground Replacement.
- August 15, 2022 Resolution – Approval of WDM Deer Management Zone – 3140 SE 22nd Street
- August 1, 2022 Resolution – Approval and Acceptance of Parkland Dedication Agreement – Fountain Terrace Apartments, LLC

August 1, 2022 Motion – Approval of Change Order #2 – Valley Junction Trail Connection
August 1, 2022 Resolution – Approval and Acceptance of Parkland Dedication Agreement –
Dennis R. Albaugh Revocable Trust – The Tower (fka Jordan Creek Towe)
July 18, 2022 Resolution – Order Construction and Notice of Public Hearing on Plans,
Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – Valley
View Aquatic Center Toddler Slide and Three Meter Diving Platform
July 5, 2022 Motion – Approval of Agreement Addendum – MidAmerican Energy
Company RecPlex Lease Agreement – Des Moines University
July 5, 2022 Resolution – Accept Work – 2020 Asphalt Trail Renovation Project
July 5, 2022 Resolution – Accept Work – Valley View Park North Loop Road Extension
Project
July 5, 2022 Resolution – Accept Work – Raccoon River Park Boat Locker Expansion
July 5, 2022 Resolution – Accept Work – Holiday Park Baseball Improvements Phase 6A
– Maintenance Building Renovation

B. Parks CIP Projects Status

Miller moved to adjourn the meeting. Lowe seconded. Motion carried unanimously. Meeting adjourned at 7:34 p.m.

Respectfully submitted,

Miranda Kurtt
Administrative Secretary

ATTEST:

Aaron Sewell
Vice Chair

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

DATE: November 17, 2021


ITEM: Motion – Approval of Recommendation to City Council – FY 23-24 Parks Capital Improvement Program Budget Request

FINANCIAL IMPACT: None at this time.

SYNOPSIS: The Board is asked to consider the Capital Improvement Program (CIP) budget request for the next fiscal year. A draft list is attached showing the funding received in the current fiscal year and possible projects for the next two years plus future projects. The list of park projects for FY 23-24 is listed in priority order. It should be noted that based on available funding at the time the budget is considered by the City Council, it may not be possible to fund all projects on the list.

BACKGROUND: The Facilities Committee met on September 14, October 12, and November 9, 2022 to review, discuss, and approve the attached list.

RECOMMENDATION: Staff and the Facilities Committee recommend that the Board approve a recommendation to City Council to approve the FY 23-24 Parks Capital Improvement Program Budget Request.

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

**Parks & Recreation
Capital Improvement Program
Facility Committee Recommendation**

11/9/2022

O=General Fund-Cash Reserves; GO=GO Bonds; RUT=Road Use Tax; P=Private Donation; CTF=Cemetery Trust Fund; SW=Stormwater Fund
LOST=Local Option Sales Tax; G=Grant

Complete
In Progress
Not Started
Delayed

FY 22-23 - BUDGETED							NOTES
1	Raccoon River Park			GO	\$	1,250,000	
2	Holiday Park			O	\$	950,000	Remainder of funding, partially funded in FY 21-22
3	Various			GO	\$	225,000	
4	Various			GO	\$	150,000	
5	Valley View Park			GO	\$	390,000	Placeholder in case FY 20-21 budget isn't sufficient
6	Woodland Hills Greenway			GO	\$	100,000	Additional funds added to existing budgeted funds
7	Grand Avenue Trail			GO	\$	100,000	Will be done with street widening design
8	Five Waters			GO	\$	125,000	Basic services only. CA to be budgeted with construction
9	Railroad Park			GO	\$	40,000	
10	Hidden Point Park			GO	\$	150,000	
11	Southwoods Park			GO	\$	75,000	
12	Valley View Park			GO	\$	200,000	
13	Five Waters			GO	\$	300,000	\$75,000 used to cover overage on Play Equipment Replacement (Peony, Scenic Valley, Willow Springs)
14	Various			O	\$	25,000	
15	Raccoon River Park			GO	\$	75,000	\$75,000 used to cover overage on Play Equipment Replacement (Peony, Scenic Valley, Willow Springs)
Added	Five Waters Project			LOST	\$	2,000,000	
	Totals by Funding Source			G	\$	-	
				O	\$	975,000	
				GO	\$	3,080,000	
	Parks Total			LOST	\$	2,000,000	
					\$	6,055,000	
	Ongoing Maintenance						
	Median Renovations				\$	100,000	
	Trail Renovation				\$	300,000	
	Court Renovation				\$	300,000	
	Concrete Pavement Renovation				\$	100,000	
	Ongoing Maintenance Subtotal				\$	800,000	

FY 23-24 - PROPOSED

Parks

1	Pearson Park	South & north bridge replacement (design/first 1/2 construction)	GO \$	300,000
2	Various	Play equipment replacement (Crossroads, Jaycee, Kiwanis) (construction)	GO \$	1,300,000
3	Various	Play equipment replacement - Ashawa, Wild Rose (design)	GO \$	120,000
4	Five Waters Project	Raccoon River Pedestrian Bridge (second part of construction)	LOST \$	3,000,000
			G \$	1,350,000
5	Holiday Park Baseball	Baseball Phase B - Parking lot & entry (final design & construction)	P \$	1,650,000
6	Five Waters Project	Raccoon River Greenway - 1st Street River Access (second 1/2 of construction)	O \$	1,300,000
			GO \$	325,000
			G \$	550,000
7	Holiday Park Softball	Lighting-Quinn Field	GO \$	100,000
8	Five Waters Project	Marathon Loop/Sugar Creek Greenway Trail-Phase 2 (first 1/2 construction)	LOST \$	400,000
9	Valley View Park	Grading/utilities/park road to parking lot/pickleball parking (construction)	GO \$	1,500,000
10	Hidden Point Park	Shelter, restroom (construction)	GO \$	320,000
11	Raccoon River Park	Boat locker phase 3	GO \$	90,000
12	Scenic Valley Park	Pickleball courts (2)	GO \$	190,000
13	Wild Rose Park	Pickleball courts (2)	GO \$	190,000
	Totals by Funding Source		G \$	1,900,000
			P \$	1,650,000
			O \$	1,300,000
			GO \$	4,435,000
			LOST \$	3,400,000
	Parks Total			\$ 12,685,000
	<i>Ongoing Maintenance</i>			
	Median Renovations	Landscape replacements, restaining of decorative pavement and resealing of joints		\$ 100,000
	Trail Renovation	Trail repair & bridge repairs		\$ 300,000
	Court Renovation	Maple Grove/Ashawa/Valley View BB/Pearson (rebuild)		\$ 300,000
	Concrete Pavement Renovation	Preventative maintenance & repair of concrete pavement		\$ 100,000
	Ongoing Maintenance Subtotal			\$ 800,000

Opportunity for funding through Polk County bond referendum
 Girls SB contributing \$50,000 towards \$150,000 total cost

FY 24-25 - POTENTIAL

Parks

1st Street Trail	Trail from Raccoon River Bridge to Lincoln (design/construction)	GO	\$	600,000
Brown's Woods Hollow Park	New neighborhood park site planning and initial grading/underground utilities	GO	\$	300,000
City Campus	Pedestrian Improvements	GO	\$	100,000
Five Waters	Marathon Loop/Raccoon River Greenway - Trail (RRP to 1st Street) (design)	LOST	\$	250,000
	Marathon Loop/Sugar Creek Greenway Trail-Phase 2 (second 1/2 construction)	LOST	\$	400,000
	Amphitheater Restroom (design)	LOST	\$	100,000
Fox Creek Greenway Trail	Whisper Point Park to EP True Parkway	GO	\$	400,000
Hidden Point Park	BB court, tennis or pickleball court, trails and overlook (construction)	GO	\$	500,000
Pearson Park	South & north bridge replacement (second 1/2 construction)	GO	\$	300,000
S. 35th Street Trail	Removal & replacement with concrete trail	GO	\$	300,000
Valley View Park	Maintenance building, pickleball court shelter/restrooms (first 1/2 construction)	GO	\$	1,100,000
Various	Play equipment replacement - Ashawa, Wild Rose (construction)	GO	\$	900,000
Totals by Funding Source		G	\$	-
		O	\$	-
		GO	\$	4,500,000
		LOST	\$	750,000
Parks Total			\$	5,250,000

FY (Est.)

Future Projects (FY 25-26/26-27/27-28)

American Legion Park	Skate park lighting	GO	\$	100,000
Crossroads Park	Shelter/restroom replacement	GO	\$	400,000
Browns Woods Hollow Park	Playground, parking lot	GO	\$	600,000
Fairmeadows Park	Neighborhood park development	GO	\$	900,000
Five Waters	Shelter/restroom replacement	GO	\$	250,000
	Marathon Loop/Sugar Creek Greenway Trail-Phase 3 (design)	LOST	\$	125,000
	Marathon Loop/Sugar Creek Greenway Trail-Phase 3 (construction)	LOST	\$	850,000
	Marathon Loop/Sugar Creek Greenway Trail-Phase 4 (design)	LOST	\$	125,000
	Marathon Loop/Sugar Creek Greenway Trail-Phase 4 (construction)	LOST	\$	850,000
	Marathon Loop/Raccoon River West Ped Bridge (design & permitting)	LOST	\$	900,000
	Marathon Loop/Raccoon River Greenway - Trail (RRP to 1st Street) (construction)	LOST	\$	1,750,000
	Great Western Trail Connection (design and land acquisition)	LOST	\$	750,000
	Amphitheater Restroom (construction)	LOST	\$	500,000
	Raccoon River Greenway - 1st Street Market/Feasibility Study	LOST	\$	75,000
	Raccoon River Greenway Land Acquisition	LOST	\$	200,000
Holiday Park Softball	Playground	GO	\$	200,000
Meadowview Park	Shelter/restroom replacement	GO	\$	250,000
	Event shelter/year-round restroom/existing restroom renovation/ beach access	GO	\$	6,000,000
Raccoon River Park	Windsor Heights trail connection	GO	\$	200,000
Trails	Shelters, Restrooms and Inclusive Playground (design)	GO	\$	600,000
Valley View Park	Futsal court	GO	\$	200,000
	Maintenance building, pickleball court shelter/restrooms (second 1/2 construction)	GO	\$	1,500,000
Valley View Park		GO	\$	25-26/26-27/27-28
Various	Play equipment replacement - RRP Softball, Meadowview, Wilson (design)	GO	\$	150,000
	Play equipment replacement - RRP Softball, Meadowview, Wilson (construction)	GO	\$	1,300,000
Wilson Park	Shelter/restroom replacement	GO	\$	200,000
Total			\$	18,875,000

Future Projects (Beyond 5 Years)

American Legion Park	Play equipment replacement	\$	210,000
Brookview Park	Play equipment replacement	\$	150,000
	Outdoor classroom	\$	40,000
Crossroads Park	Lions shelter replacement	\$	50,000
Fairmeadows Park	Bocci ball court and sidewalks	\$	50,000
Five Waters	Marathon Loop-Future Phases	\$	11,475,000
	Raccoon River Greenway	\$	2,000,000
	Raccoon River Campground, Adventure Park, Cabins, Single Track Trails	\$	3,500,000
	Raccoon River West Ped Bridge (construction)	\$	10,000,000
	Great Western Trail Connection (construction)	\$	2,500,000
	Raccoon River Greenway-Raccoon River Drive river access (design)	\$	650,000
Fox Ridge Park	Neighborhood park development	\$	1,500,000
Holiday Park	Aquatic center upgrade	\$	1,000,000
Huston Ridge Park	Play equipment replacement	\$	150,000
Knolls Park	Play equipment replacement	\$	200,000
	Shelters	\$	40,000
Land Acquisition	Mint-park - Commerce	\$	105,000
Maple Grove Park	Play equipment replacement	\$	200,000
Meadowview Park	Loop trail	\$	185,000
Nellie Phenix Legacy Commons	Play equipment replacement	\$	450,000
Pearson Park	Play equipment replacement	\$	200,000

Preserve Park	Neighborhood park development	\$	1,500,000
Raccoon River Park	North triangle improvements / ice loop / parking expansion	\$	12,000,000
	Dog park improvements - shelter/agility course	\$	90,000
	Dog park trail - around outside of fence	\$	105,000
	Dog water training area	\$	55,000
	East entrance pavement & east entrance at 11th Street	\$	2,000,000
	River bank erosion control	\$	250,000
	Habitat restoration	\$	155,000
	Shelters	\$	450,000
	Signage	\$	42,000
	Soccer playground	\$	170,000
	SB complex limestone seatwall	\$	40,000
	SB complex maintenance access paving/parking lot	\$	200,000
Southwoods Park	Open air shelter	\$	140,000
	Singletrack trails	\$	200,000
Superblock Park	Neighborhood park development	\$	1,500,000
Valley View Park	Ice Rink	\$	5,500,000
	Shelters, restrooms, inclusive playground (construction)	\$	4,000,000
	South roadway & trail	\$	1,900,000
	Community building	\$	10,000,000
Various	Site furniture	\$	30,000
	Neighborhood park skate facilities	\$	200,000
Westport Park	Neighborhood park development	\$	1,500,000
Woodland Hills Park	Play equipment replacement	\$	250,000
Total Future Projects		\$	76,932,000

*Play equipment replacement based on 18 year lifespan

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

DATE: November 17, 2022

ITEM: Motion – Approval of Recommendation to City Council – Park Use Agreement –
West Des Moines Girls Softball Association

FINANCIAL IMPACT: None

BACKGROUND: The term of the five-year Park Use Agreement between the City and West Des Moines Girls Softball is set to expire on December 31, 2022. The Association provides opportunities for over 500 players annually. The Association started in 1960 and is committed to our community, they will continue to provide the necessary services to enhance quality of life.

Minor changes have been made to the agreement that reflect the use of the Maintenance Storage Facility and two Wellhouses.

The agreement includes another five-year term and has been reviewed by the Legal Department and representatives of the West Des Moines Girls Softball Association.

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 THE
WEST DES MOINES GIRLS SOFTBALL, INC.
FOR USE OF PARKS & RECREATION PREMISES**

THIS AGREEMENT (hereinafter called "Agreement") is made this _____ day of _____, 2022, by and between the CITY OF WEST DES MOINES, IOWA (hereinafter called "City") and the WEST DES MOINES GIRLS SOFTBALL, INC (hereinafter called "Association").

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. The term "Public Services Department" shall mean the City of West Des Moines Public Services 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 "Department's Superintendent of Recreation" shall mean the City of West Des Moines Superintendent of Recreation or his or her designee.
- E. The term "Association" shall mean West Des Moines Girls Softball, Inc., its officers, directors, employees, 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 softball, excluding the baseball and aquatic center areas, and bounded by the parking lot curb closest to the softball fields.

II. Term

This Agreement shall commence on the above date of execution and shall continue until December 31, 2027 unless otherwise terminated at an earlier date as provided for herein.

III. Extension of Agreement

At the City's option, this Agreement may be extended for an additional term, not to exceed five (5) years. Any extension of this Agreement shall be effective only if in writing and executed by the parties. If the City elects to exercise the option to renew this Agreement, it shall provide notice as indicated herein within ninety (90) days of the expiration of the initial

term of this Agreement. The renewal may include modifications to the original terms of this Agreement if mutually agreed to by the City and the Association.

IV. Field Usage

- A. The softball fields in Holiday Park, so designated in the playing schedule, shall be reserved for scheduled games, tournaments, and practices according to the Association's annual schedule. Any use of these fields by Association members or members of the general public shall be in accordance with the Association's field use and practice policy.
- B. The Association or the City may close the fields to the general public for repairs, renovation, or preparation for games or tournaments as long as the dates and length of time are reasonable.
- C. Any use of fields at Holiday Park by the Department shall be coordinated with the schedule of the Association's games and practices and shall be presented to the President of the Association by the Department.
- D. Any use of the Premises by entities or organizations other than the Association shall require the written consent of the Department Director if that use is not sponsored by the Association. Request for approval of use must be submitted and approved by the Department prior to the Association contracting with any outside organization. Unless covered under the Association's insurance policy, proof of insurance coverage with the City named as additional insured shall be provided by the entity or organization for all non-Association sponsored events prior to use.

V. Facilities

- A. Lighting
All field lights shall be repaired, maintained, replaced and insured by the Association for the full term of this Agreement, including any extensions to this Agreement. Any replacement or repair of the field light fixtures, poles, bulbs, or underground wiring is the responsibility of the Association. Electric meters for field lights shall be listed in the Association's name with the electricity supplier and insured by the Association for the full term of this Agreement including any extensions to this Agreement. Electrical use of lights for Association events shall be paid for by the Association.
- B. Scoreboards
All scoreboards used in conjunction with Association activities shall be repaired, maintained, replaced and insured by the Association for the full term of this Agreement, including any extensions to this Agreement.
- 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 use of security lighting shall be paid by the City.
- D. Irrigation Systems
Irrigation systems may be installed on the Premises by the Association with prior approval by the Department and West Des Moines Water Works. All irrigation systems on the Premises shall be installed, repaired, maintained, replaced, and insured by the Association for the full term of this Agreement including any extensions to this

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

E. Restrooms

The City shall provide permanent restrooms at Holiday Park 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 Public Services Department. The Association may be responsible for stocking restroom supplies as necessary. A City employee or City-contracted security guard will check and close all permanent restrooms within the Premises every evening during the period of time the restrooms are open.

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 Association's regular season. The Public Services Department shall be responsible for the maintenance of portable toilets provided by the City. Additional portable toilets may be utilized at any time during the Association's regular season at the Association's expense.

G. Bleachers

All bleachers purchased and supplied by the City used in conjunction with Association activities are the property of the City and shall be repaired, maintained, and replaced by the City. Any bleachers purchased and supplied by the Association are the property of the Association and shall be repaired, maintained, replaced, and insured by the Association for the full term of this Agreement, including any extensions to this Agreement.

E. During the term of this Agreement, the City, at its sole discretion, may allow the Association non-exclusive, revocable use of the Wellhouse Building #1, Wellhouse Building #2, and a portion of the Maintenance Storage Building on Attachment A, for the limited purpose of storing Association softball equipment and materials.

VI. Concessions Operations

- A. With prior written approval of the Department Director, the Association may contract with a third party to provide concession operations. Request for approval must be submitted and approved by the Department Director prior to the Association contracting with a third party. The Concessionaire must meet all requirements of the City, including without limitation insurance coverage. If a third-party contractor is used, then a certificate of insurance listing the Association and the City as additional insured must be provided before the third-party concession operations begin. The Department reserves the ability to temporarily close down any concession operations until satisfactory proof is submitted to the Department Director that the Concessionaire complies with all City requirements.
- B. The Association 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 Association agrees to supply, repair, maintain, and replace at the sole cost and expense of the Association 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 Association shall insure such property and equipment for the full term of this Agreement, including any extensions to this Agreement.
- D. The Association, at the sole cost and expense of the Association, shall care for, maintain, and repair to the satisfaction of the Department all property and equipment assigned to the Association by the City for concession purposes. The Association shall insure such property and equipment for the full term of this Agreement, including any extensions to this Agreement.
- E. The Association agrees that all revenues derived from concession operations at Holiday Park shall be used to fund personnel, programs, equipment, facilities, or capital improvements in Holiday Park related to Association activities.
- F. The Association 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 Association 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 Association will remedy the same at once.
- G. Water supply to the concession building will be turned on by approximately April 15 of each year. The Association may request to have water turned on prior to this date, but the Association will be responsible for maintaining heat to the concession building and will be responsible for the cost of any repairs needed due to damage by freezing temperatures. The Public Services Department will be responsible for testing the backflow preventer for the concession building.
- H. The Department 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 Park and to permit the sale of food, beverages, novelties, etc., either directly or through the concessionaires of the Department's choice as incident to and in the course of such event or activity. The Association shall have the first right of refusal for providing concession services to events occurring on the fields within the Premises.

VII. Maintenance Responsibilities

- A. All requests for maintenance assistance from Public Services Department staff shall be submitted to the Public Services Department's Parks Maintenance 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 Association shall pay the full cost of any overtime hours worked by Public Services Department staff, if applicable.
- B. The Public Services Department will provide an adequate number of containers for litter and will empty all containers on a regular basis. The Association is responsible for regularly picking up all litter and debris on the ground within the Premises and shall do so within forty-eight (48) hours upon receiving notice from the Department. If Public Services Department staff or contractor time is required to pick up litter within the Premises, the Association will be responsible for all related costs. The City will provide one (1) dumpster for use by the Association.

- C. Duplicate keys must be supplied to the Department's Superintendent of Recreation and Public Services Department's Parks Maintenance Supervisor for any lock used by the Association. If a lock is changed, keys must be made available immediately to the Department's Superintendent of Recreation and Public Services Department's Parks Maintenance Supervisor. All alarm system codes and instructions for their use must be supplied to the Department. Any costs incurred by the City resulting from failure of the Association to comply with this provision shall be the sole responsibility of the Association.
- D. All roads and parking lots will be maintained by the Public Services Department. At no time shall any equipment or materials be stored in roads or parking lots by the Association.
- E. All grass within fenced field areas will be timely mowed by the Association in order to ensure the fields are usable as determined by the Association. All grass outside fenced field areas will be mowed by the Public Services Department on a regular basis. If additional mowing is needed outside fenced field areas, the Association will be responsible for keeping grass at the height required by the Association. The base paths will be the responsibility of the Association. All trimming, weed eating, and weed removal along fence lines and under and around scoreboards and bleachers shall be the responsibility of the Association and shall be performed as necessary in order to ensure compliance with West Des Moines Code section 4-4-2 (Nuisances Declared).
- F. At the request of the Association, the Public Services Department will fertilize all field areas once a year as part of its system-wide turf program. The purchase and application of additional fertilizer or seed shall be the responsibility of the Association, and application thereof shall require prior written approval of the Public Services Department.
- G. At the request of the Association, the Public Services Department shall spray all field areas for broadleaf weeds once a year as part of its overall system-wide weed control program. The purchase and application of additional pesticides/herbicides shall be the responsibility of the Association, and application thereof shall require prior written approval of the Public Services Department.
- H. Under no circumstances may the Association permit or contract for individuals or businesses to apply fertilizer, pesticides or herbicides to any public park lands without prior written approval from the Department Director. Contact information for all licensed applicators must be supplied to the Department prior to receiving written approval. Applicators will be required to provide detailed records for all applications of fertilizer, pesticides or herbicides on a form supplied by the Public Services Department.
- I. Except as provided herein, the Association, 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, batting cages, storage buildings, irrigation systems, fences, bleachers, dugouts, and benches which are used during Association sponsored activities. The Association, at its expense, shall be responsible for all maintenance and grooming of fields within the Premises. Fields shall be kept in reasonable playing condition with grass groomed, bases anchored in place, and fences in good repair. The fields shall be safe, level and well-groomed and shall not hinder game play or favor one team or individual over another. Due to the fact that field conditions may be altered by factors such as changing weather conditions or prior game play, the decision to allow play shall

fall under the control of umpiring officials. The Department shall have the right to inspect fields at any time. If deficiencies are found by the Department, the Department may override the decision of the umpiring officials, if deemed necessary, and cancel or postpone any activity taking place on the deficient fields until deficiencies have been remedied.

If the Association does not comply with this section within forty-eight (48) hours of receiving notice of a deficiency from the Department, or a longer period of time if so warranted, the Department may make repairs and charge the Association for all City expenses incurred related to the repairs. Any failure by the Association to timely remedy deficiencies, after receiving proper written notice of the default(s), to the satisfaction of the Department shall constitute a default of this Agreement and the City may elect to terminate this Agreement, pursuant to Section XIII – Termination of this Agreement. Any damaged structure or equipment (except batting cage nets) must be reported to the Department’s Superintendent of Recreation within twenty-four (24) hours.

VIII. Tournaments

- A. All tournaments or other activities outside regular league play shall be communicated to the Department. The Association shall submit Tournament Communication Forms to the Department’s Superintendent of Recreation a minimum of thirty (30) days prior to the tournament or activity.
- B. The Association will be responsible for paying the City for support provided during tournaments, including but not limited to, trash removal and restroom cleaning/stocking. A fee will be charged for each occurrence of service provided. The rate per occurrence will be established by the Department by March 15 of each year.

IX. Improvements

- A. Any utility, field or structure additions, improvements or changes, paint colors, and facility naming requests must be submitted to the Department’s Superintendent of Recreation and approved by the Department Director, and if applicable, the City’s Parks and Recreation Advisory Board, the City’s Planning and Zoning Commission, and/or the City Council in advance.
- B. The Association shall not erect, post or exhibit signs within the Premises unless prior written approval is first given by the Department Director. All signs shall comply with the ordinances of the City and any rules and regulations adopted by the City’s Parks and Recreation Advisory Board or the Department. Any signs removed or taken down by the Association shall not damage any building or facility.
- C. The Association 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, improvements or changes.

X. Insurance Requirements

The Association 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, automobile policy, and umbrella policy. The original certificate of insurance shall be delivered to the City Clerk, City of West Des Moines, P.O. Bos 65320, West Des Moines, Iowa 50265. A copy of the certificate shall also be submitted to the Superintendent of Recreation of Assistant Director of Parks and Recreation for the Department's records. The Association 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 the Agreement shall in no way limit the Corporation's actual liability.

Upon failure of the Association 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 Association to procure and/or maintain the required insurance shall not relieve the Association from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Association concerning indemnification. All required insurance shall be in effect and continued during the term of this Agreement.

The City recommends a bonding policy covering all members who handle money in the Association.

The City recommends a blanket employee dishonesty policy which covers all Association officials, members, employees, agents, and volunteers who have access to assets of the Association.

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

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 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 a waiver of subrogation endorsement in favor of the City of West Des Moines

Bodily Injury & Property Damage – Each Occurrence	\$1,000,000.00
Personal Injury & Advertising Injury – Per Person	\$1,000,000.00
General Aggregate on the Above	\$2,000,000.00
Products & Completed Operations General Aggregate	\$2,000,000.00
Fire Damage Limit	\$100,000.00
Medical Expense Limit	\$5,000.00

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 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 Occurrence	\$1,000,000.00
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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	\$500,000.00
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D. Employers Liability

Bodily Injury Each Accident	\$500,000.00
Bodily Injury by Disease Policy Limit	\$500,000.00
Bodily Injury by Disease Each Employee	\$500,000.00

E. Umbrella Liability

The Association 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 additional insured and waiver of subrogation and Primary and non-contributory.

Each Occurrence Limit	\$5,000,000.00
Aggregate Limit	\$5,000,000.00

F. Property Insurance

The Association 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. Association is responsible for their own property and insurance of that property. The City assumes no liability for property owned or controlled by the Association

XI. General Covenants, Policies and Conditions

- A. All eligible residents of West Des Moines shall be permitted to participate in the program. The Association 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 Association 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, the City’s Parks and Recreation Advisory Board, and the Department.
- C. Emphasis should be given in communications to participants that parking is to take place in lots designated for Association use only. There is to be no parking on grass or in non-designated parking areas.
- D. The Department Director 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 Association and reviewed and approved by the Department.

- F. The City requires that the Association run a check of the State of Iowa sex offender registry on all volunteers, coaches and employees of the Association at least once every year. The City also recommends that criminal background checks be performed on all volunteers, coaches and employees of the Association at least once every year.
- G. The City requires that the Association perform an annual participation satisfaction survey with all participants. Results of the survey shall be shared with the Department upon request or as part of the Association's annual report.

XII. Submittals

- A. The following shall be submitted to the Department's Superintendent of Recreation by March 15 of each year or prior to any Association activity taking place in Holiday Park:
 - (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.
 - (4) Schedule of Association activities.
 - (5) Current Association by-laws.
- B. In addition, the Association shall submit the required certificate of insurance to the City Clerk and Department's Superintendent of Recreation on an annual basis, prior to the expiration of the existing insurance policy. If the Association fails to do so, then upon written demand by the City or Department, the Association 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 Association does not comply within five (5) business days, then the Association is in default of this Agreement. The Association 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. An annual report shall be submitted by the Association to the Department's Superintendent of Recreation no later than March 15 of each year. The report shall include, but not be limited to, current participation figures, expenses and revenue, balance sheet, participation satisfaction survey results, and any facility improvement requests.
- D. The Association shall attend a regular meeting of the City's Parks and Recreation Advisory Board in March or April to present the annual report each year and also attend any other meetings requested by the Department Director.
- E. Minutes from all Association meetings shall be submitted to the Department or posted to the Association's website within ten (10) business days following the meeting at which the minutes are officially approved.

XIII. Termination

- A. At the expiration of this Agreement or any extension thereof, or sooner as hereinafter set forth, the Association shall surrender the Premises and all City property thereon, in as good condition as when taking possession by the Association.

- (1) The Association 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's Parks and Recreation Advisory Board and City Council may deem proper upon written application showing circumstances beyond the control of the Association warranting such relief. The City shall respond in writing authorizing or rejecting said request.
 - (2) Upon default by the Association 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 Association, pursuant to Section XVI – 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 Association 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. Any bankruptcy or insolvency proceedings by the Association shall, at the City's sole option, immediately terminate this Agreement without prior notice and the facility under the control of the Association shall vest with the City. Upon proper notice from the Department Director to the Association as herein provided, any default of this Agreement by the Association that is not timely cured or remedied shall constitute a material and substantial breach of this Agreement.
 - (3) 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's Parks and Recreation Advisory Board, the City, or its assigns may pursue reimbursement of any costs directly from the Association, or may seek any legal or equitable remedy available, including costs and attorney fees occasioned by such action.
 - (4) The Association nor any one claiming by, through or under the Association, 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 Association 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 and is not extended, all infield material, fencing, light poles, buildings, dugouts, underground irrigation systems including controllers, and other fixed equipment shall remain the property of the City. No compensation will be paid by the City to the Association for the above improvements. Scoreboards, light fixtures, portable bleachers, portable batting cages, and non-fixed equipment shall be considered property of the Association, unless they were originally purchased by the

City. In the event any equipment breaks or is in need of repair, the Association reserves the right to retire or replace the equipment. Upon termination of this Agreement, the City shall have the first opportunity to purchase Association property at fair market value as determined by a licensed appraiser paid for by the City. To determine fair market value, the Association shall have the right to accept this appraisal, pay for its own appraisal, and/or solicit qualified bids from other parties. The City shall be given an opportunity to match the appraisal amount, any bid amount, or a mutually agreed upon amount and have the first right to purchase the Association property. If the City determines it is not in the City's best interest to match the appraisal, bid, or negotiated amount in order to purchase the Association property, the Association shall then have the right to sell the property to another party and the obligation to remove the property from the Premises at the Association's expense. 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.

XIV. Dispute Resolution

Any concerns or questions regarding interpretation or application of the provisions of this Agreement shall first be submitted to the Department's Superintendent of Recreation. 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.

XV. Release of Liability and Hold Harmless

- A. The City and the Association hereby agree to 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, tornado, 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 Association to pay taxes, assessments, sales taxes, withholding taxes, or other public charges levied or assessed by reason of the operation of the Association's activities or program.

XVI. 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
West Des Moines, IA 50265

For the Association:

WEST DES MOINES GIRLS SOFTBALL, INC.

Jason McArtor, President

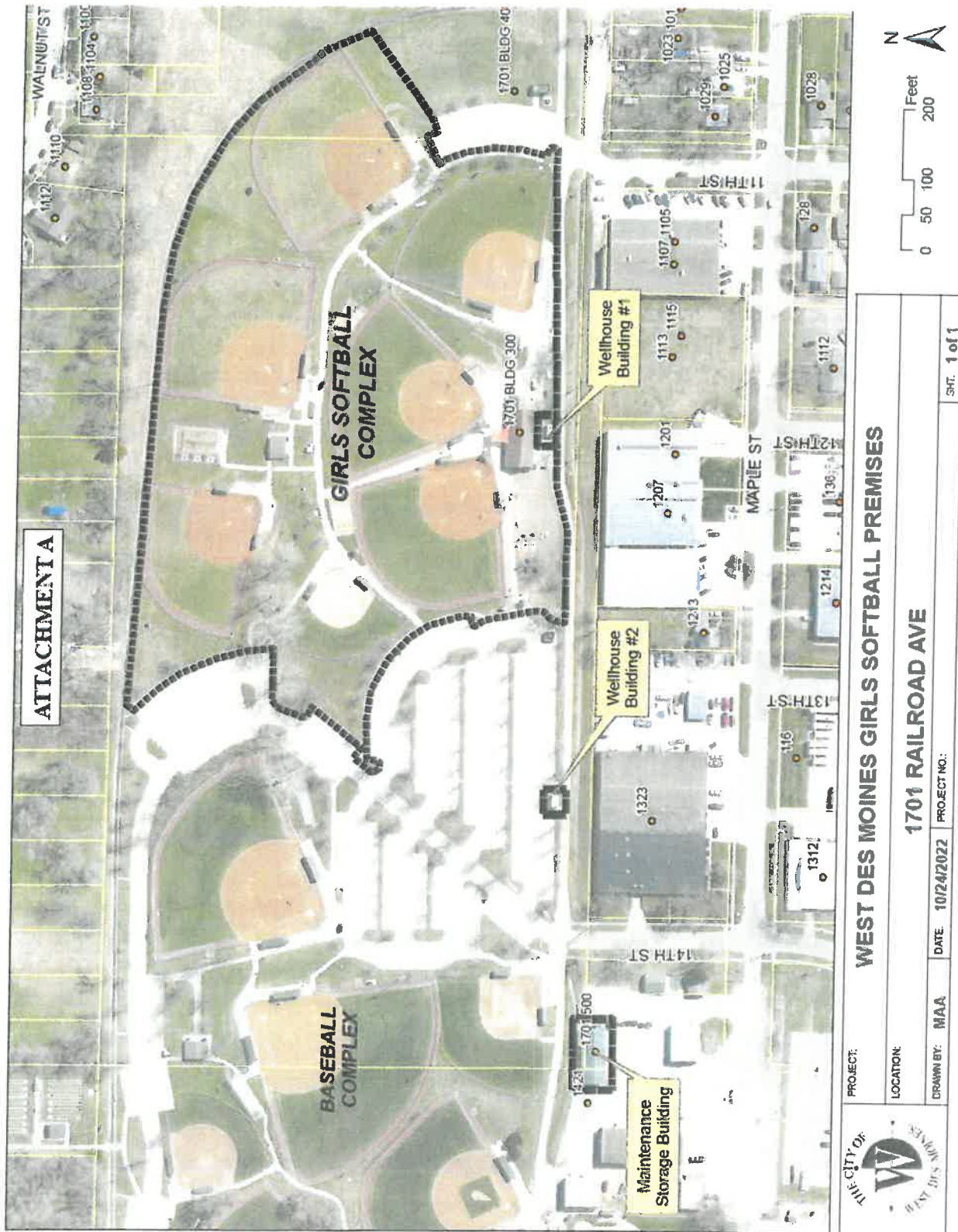
CITY OF WEST DES MOINES

Russ Trimble, Mayor

Attest:

Ryan Jacobson,
City Clerk

Attachment A



ATTACHMENT A

	PROJECT:	WEST DES MOINES GIRLS SOFTBALL PREMISES		
	LOCATION:	1701 RAILROAD AVE		
DRAWN BY:	DATE:	PROJECT NO.:		
MAA	10/24/2022		SHT. 1 of 1	

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

DATE: November 7, 2022

ITEM: Motion – Approval of MidAmerican Energy RecPlex CMU Wall Bracing Contract

FINANCIAL IMPACT: No additional expense to the City. Funding for this contract will come from retainage withheld from the original construction contract with no new funding required.

SYNOPSIS: The MidAmerican Energy Company RecPlex reached substantial completion in October 2021 but had a list of over 1,000 items identified as outstanding and incomplete at the time of the grand opening. Staff worked with the City's owners representative, Shive Hattery, and the General Contractor, ATO Builders, to prepare a plan to address the incomplete items in a timely manner over the coming months. Unfortunately, work from the subcontractors ceased as management from the General Contractor dissolved, and the City contract with ATO Builders was terminated in June 2022.

At the time of termination, a significant number of structural, mechanical, and operational items remained incomplete and still open on the punch list. Staff directed Shive Hattery to work directly with the subcontractors to review and classify the remaining items into safety, operational, and building envelope needs in order to address and assign each item.

Northwest Steel Erectors will be addressing structural wall bracing of the CMU walls throughout the facility. Northwest Steel Erectors was the original subcontractor for the steel and has a working knowledge of the project and outstanding items remaining.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the agreement with Northwest Steel Erectors.

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

DATE: November 7, 2022

ITEM: Motion – Approval of Electric Vehicle Site Host Agreement

FINANCIAL IMPACT: There will be a minimal cost to the City for landscaping to screen the electrical service boxes.

BACKGROUND: The MidAmerican Energy Company RecPlex opened in late 2021 and has hosted both small and large events with visitors coming from across the United States. The number of visitors traveling by electric vehicle has generated multiple requests and created a need for an electric vehicle charging station to be placed in the parking lot of the RecPlex for visitors to use while attending events.

Due to the feedback from users and visitors of the RecPlex, staff began researching options and conditions needed to accommodate an electric vehicle charging station in early 2022. Through this process, staff determined that offering an electric vehicle charging station is similar to offering wireless internet and cable television as a convenience to RecPlex visitors as well as a marketing tool when attracting and bidding on future events.

During the research process staff reached out to the MidAmerican Energy Company, the naming sponsor of the RecPlex, to inquire about similar EV charging installations made at local HyVee stores as an option for the RecPlex site. As a strong sponsor and partner of the RecPlex, MidAmerican Energy Company offered to install two EV charging stations at the RecPlex site at no cost to the City or RecPlex. With this offer in hand, staff reached out to several other EV charging companies and found that all other options had a significant cost to the installation with no companies willing to install the charger at no cost.

The charger design proposed by the MidAmerican Energy Company offers three options for billing vehicle owners for the electricity used including:

- 1) Free – The RecPlex would pay the electricity cost for charging vehicles and would provide it as a no-cost service.
- 2) Vehicle owner pays the exact cost of the electricity charge.
- 3) RecPlex could set the rate higher and make a profit on the charge.

Our intention is to offer option #2 in which no profit is made, and the vehicle owner is only charged the cost of the electricity.

City Legal Counsel determined that since the MidAmerican Energy Company is the exclusive electric utility provider in the area, there would be no benefit financially from having the charging station at the RecPlex to the detriment of other potential providers.

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

DATE: November 7, 2022

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

FINANCIAL IMPACT: Estimated additional annual revenue of \$156,400.

BACKGROUND: The City Council is asked to approve adjusted fees and charges associated with Parks and Recreation and the MidAmerican Energy Company RecPlex. Staff evaluates fees throughout the year and typically makes recommendations and adjustments twice annually on July 1 at the start of the fiscal year and mid-year. If approved, the proposed fees will go into effect on December 1, 2022. The information below highlights current and proposed fees, the year fees were last adjusted, and estimated additional revenue. A further description of the adjustments can also be found below. This item was presented to the Finance and Administration Committee on October 19, 2022 and approved by the Parks and Recreation Advisory Board on October 20, 2022.

<i>Fee Type</i>	<i>Current</i>	<i>Proposed</i>	<i>Last Changed</i>	<i>Estimated Additional Revenue</i>
Aquatics – Season Passes				\$21,875.00
Resident				
One Person	\$85.00	\$90.00	2017	
Two Person	\$120.00	\$130.00	2017	
Additional Person	\$40.00	\$45.00	2017	
Nanny/Granny	\$60.00	\$65.00	2017	
Non-Resident				
One Person	\$130.00	\$140.00	2017	
Two Person	\$170.00	\$190.00	2017	
Additional Person	\$55.00	\$65.00	2017	
Nanny/Granny	\$60.00	\$70.00	2017	
Aquatics – Rentals				\$1,100.00
Holiday Aquatic Center	\$800.00	\$900.00	2019	
Valley View Aquatic Center				
Entire Facility	\$1,300.00	\$1,500.00	2019	
Lazy River	\$700.00	\$750.00	2019	
Leisure Pool/Kids Pool	\$450.00	\$500.00	2019	
Lap Pool/Diving Boards/Drop Slides	\$400.00	\$450.00	2019	

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: November 7, 2022

- ITEM:** Public Hearing – Neighborhood Park Signage Project, Information and Secondary Entrance Signs
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 \$518,280.00. The preliminary estimated cost of the base project was \$471,013.20, with one add alternate to include adding up to (13) additional secondary entry signs estimated at \$7,300 each. Staff is recommending rejecting any add alternates. The project will be paid with budgeted CIP funds from G/L account 500.000.000.5250.490. Funding will be covered out of budgeted funds in the Park Signage Upgrade (0510 094 2017) and Park Info & Wayfinding Phase 3 (0510 059 2021) budgets. There is currently \$495,212.69 available for construction in these project funds. The Kiwanis Club approached the city and as a service project will be contributing \$9,400 for the Information Hub Sign located at Kiwanis Park. The project bid also included \$16,880 for additional concrete removals and replacements that were in close proximity to the park signs. Staff is recommending utilizing funding available in Concrete Renovations in Parks (0510 033 2022) to cover these costs and the remaining funding needed for this project.

BACKGROUND: The Council is asked to approve the plans and specifications for the Neighborhood Park Signage Project, Information and Secondary Entrance Signs 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 base bid submitted by Nagle Signs, Inc. of Waterloo, Iowa.

This resolution is for the next phase of park signage improvements. The previous phase completed in 2019 included the replacement of the primary neighborhood park signs located throughout the park system. This phase will include installation of secondary park signs located at the trail/sidewalk entries into the parks, and information signs located primarily in the central areas of the parks. The information signs to include park rules and regulations as well as other interesting history or facts regarding the individual parks. The signs are designed in the same family as the previous primary signs made of a combination of corten steel, sandblasted aluminum, and stainless steel lettering, all mounted on a concrete footing. Other minor work will include removal and replacements of small sections of cracked/damaged concrete in the same vicinity of the signs and new concrete pads for additional bike rack locations (installed by others).

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 Neighborhood Park Signage Project, Information and Secondary Entrance Signs in the amount of \$518,280.00.

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

DATE: November 7, 2022

ITEM: Motion – Approval of Change Order #1 – 2021 Concrete Trail Renovations

FINANCIAL IMPACT:

Parks CIP (G/L 500.000.000.5250.490, Project No. 0510 027 2020 for 2021 Trail Renovation)

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$232,550.00	April 18, 2022	
Change Order #1	\$ 30,110.00	November 7, 2022	Additional quantities for replacement of trail located at 60 th and Ashworth Road


BACKGROUND: This project included repair and replacement of portions of existing concrete trail located primarily at street crossings to bring them into compliance with ADA. The project also included the replacement of a segment of trail along 60th Street between Vista Drive and the I-80 bridge. A section of existing trail located on the NW corner of 60th and Ashworth has a centerline joint and was recently found to have some deflections creating some potential risk to trail users. Therefore, staff is recommending replacement of this trail utilizing bid items from this open contract. There are additional funds available to cover these expenses. This segment of trail will be replaced with 6" thick reinforced concrete to help prevent future problems. This change order is for the adjustment of final quantities to cover these repairs.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the change order.

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	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

21/22	Concrete Pavement Renovation		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
					Consultant Proposal	PSA Approved (Council)	Construction Ordered (Council)	Contract Awarded (Council)	Construction	Work Accepted (Council)	Retainage Paid		
20/21	Woodland Hills Greenway Trail	Woodland Hills Greenway	GO	\$ 400,000								Substantially Complete	Construction documents nearly complete / additional professional services needed for creek stabilization / PSA approved by Council-4/19 / construction underway / grading complete, trail installed, plantings complete / project substantially complete, working on punchlist
22/23	Woodland Hills Greenway Trail (Additional funding)		GO	\$ 100,000	X	X	X	X	X				
20/21	Diving Platform	Valley View Aquatic Center	GO	\$ 200,000	X	X	X	X	X			Under Construction	Bids allowed to expire per Council directive / could re-bid over winter for spring 2022 construction / F & A approved moving forward with project / will bid with tugboat slide replacement and construct late summer after pool closes / Award Contract 8/15/22
21/22	2021 Concrete Trail Renovation	Various		\$ 300,000	X	X	X	X	X			Under Construction	PSA for Concrete Trail Renovation going to Council 9/20 /construction summer 2022 / Added section of trail along Ashworth as CO
21/22	1st Street River Access (Design)	Raccoon River Greenway	LOSST	\$ 100,000	X	X						Under Design	Design summer/fall 2022
22/23	1st Street River Access (Construction)		GO	\$ 300,000									
21/22	Skate Facility Parking Lot & Walkways Design/Construction	Legion Park	GO	\$ 175,000								Substantially Complete	
21/22	Parking Lot Design/Construction	Meadowview Park	GO	\$ 150,000	X	X	X	X	X	Scheduled for 11/21/22		Substantially Complete	Design summer/fall 2021 / Construction start Fall 2022 / Sub. Completed
22/23	Phase 7 Construction-Fields 3 & 4		O	\$ 950,000			X	X	X			Substantially Complete	Construction to begin late June 20 in maintenance area and July 5 on fields / Fields 3 & 4 under construction 7/11/22 / Substantially complete
Budgeted / Professional Services Agreement or Construction Contract Not Yet Awarded													
20/21	Park Signage-Phase 2	Various	GO	\$ 200,000	In-House	In-House	X	X	X			Under Construction	In-house design nearly complete / going through Minor Mod approval / plan to order construction in October / Project contracted
21/22	Park Signage-Phase 3		GO	\$ 170,000	In-House	In-House	X	X	X				
21/22	Median Renovations	Various		\$ 100,000									Engineering will handle / PSA being prepared
22/23	Play Equipment Replacement (Design)	Crossroads/Jaycee/Kiwanis	GO	\$ 150,000									
22/23	Grand Avenue Trail Sidepath (Design)	Gap west of I-35	GO	\$ 125,000									Will be done with street widening design
22/23	Sugar Creek Greenway Trail-Phase 2 (Design)	Stagecoach to Mills Civic	GO	\$ 125,000									
22/23	Caboose Renovation	Railroad Park	GO	\$ 40,000									Public Services (Facilities) taking the lead to find a contractor
22/23	Shelter/Restroom/BB Court/Trails/Overlook (Design)	Hidden Point Park	GO	\$ 150,000									
22/23	Maintenance Building/Pickleball Court Shelter & Restrooms/ Parking Lot/ Grading/ Utilities/ Signage/ Cricket Batting Cage (Design)	Valley View Park	GO	\$ 200,000									
22/23	Landscaping	Various	O	\$ 25,000	In-House	In-House						Complete	Huston Ridge Park landscaping complete
22/23	Boat Locker Expansion (Phase 3)	Raccoon River Park	GO	\$ 75,000									Funds transferred to Playground Replacement (Peony/Scenic Valley/Willow Springs)