



Parks and Recreation Advisory Board Agenda

**Grimes Parks and Recreation Advisory Board
February 26, 2025 @ 5:30 PM
Grimes Community Complex, 410 SE Main Street, Room 203**

Public Comment: If you would like to address the Parks and Recreation Advisory Board during the Public Comment portion of the meeting, please sign up upon entrance to the meeting. Participants must be recognized by the presiding officer and must state their full name and address before addressing the Parks and Recreation Advisory Board. The presiding officer will recognize you for 3 minutes of comment, and your microphone will be turned on. Pursuant to §21.4(2) of the Code of Iowa (2019), the City has the right to amend this agenda up until 24 hours before the posted meeting time. For any additional assistance or questions in attending the meeting, please call 515-986-3036. Meetings will be recorded.

AGENDA ITEMS

1. Call to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of the Previous Minutes
 - A. January 22, 2025 Meeting Minutes

PUBLIC FORUM

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

PUBLIC AND PARK BOARD AGENDA ITEMS

1. Grimes Farmers Market Agreement
2. Program Reports Overview

BOARD DISCUSSION

1. President's Report
2. Staff Reports
3. Council Liaison Update

ADJOURNMENT

ROLL CALL

Ross Junge called the meeting to order at 5:34 pm on January 22, 2025

Present – Ross Junge, April Heitland and Ryan Burger.

GENERAL ITEMS

Approval of Meeting Agenda-Motion by Heitland. Second by Burger. Motion passed.

Approval of Meeting Minutes from January 11, 2024-Motion by Burger. Second by Johnson.
Motion passed.

PUBLIC FORUM

No public forum.

AGENDA ITEMS

A. Lions Park Site Plan:

Madison Dierks with Confluence gave a presentation on keynotes and elements for proposed improvements to Lions Park. This included lighting, parking, stream access playground, plantings, restrooms, pickleball courts and cost opinion.

BOARD DISCUSSION

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

ADJOURN

Adjourned at 5:55 pm.

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

THIS FACILITY USE AGREEMENT (Agreement) entered into on February 13, 2025, between the City of Grimes (“CITY”) and the Grimes Market (“USER”) for rental of a portion of the CITY owned Heritage Park facility, located at 1055 NE Beaverbrooke Blvd, Grimes, Iowa, by the USER, under the following terms:

- I. The term of this Agreement shall be from June 14, 2025 to September 13, 2025 on Saturdays from 6 am to noon. The Agreement shall be in full force and effect upon being executed by the parties hereto. The USER shall have the right to use of the facility listed under Section VII of this during the term of this Agreement as and as scheduled by the CITY.
- II. The USER agrees to do the following as consideration for this Agreement:
 - A. Deliver to the Parks and Recreation Department at 410 SE Main Street, Grimes, Iowa 50111:
 1. A signed copy of this Agreement; and
 2. A Certificate of Insurance in compliance with Attachment 1 of this Agreement; and
 3. Payment of rental charges and fees calculated under Section VIII at least 7 days before first date of use.
 - B. USER shall comply with all rules and regulations now or hereinafter established by the CITY regarding the Heritage Park facility, as the same may be amended from time to time, including those listed on page 7 and 8 of this Agreement (“the Rules”).
 - C. Keep the facility in a clean condition after each session or period of use, including removal of trash and repair of heavily used areas after each use. No staking for tents or other structures is allowed.
 - D. Be responsible for activities as follows:
 1. Provide a copy of all marketing and advertising materials and signage, vehicles, site layout map and banners to be displayed or posted at the

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

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

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

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

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

F. Pay an additional \$250.00 clean up fee for any date in which City staff cleans up or prepares the facility for use as the result of these tasks not being completed by the USER to the CITY's sole judgment and satisfaction.

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

- H. The USER agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Grimes, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City as provided for in Attachment 1 to this Agreement. The USER agrees to obtain and maintain in continuous effect during the term of this Agreement and while any of its obligations under this Agreement remain unsatisfied, the insurance coverages

set forth in Attachment 1, with amounts, coverages, limits, exclusions and endorsements as therein provided.

- IV. The CITY agrees to do the following:
 - A. Provide use of the facility after commencement of the agreement for the USER during the dates the facility is officially opened.
 - B. Control the opening and closing of the facility and clean the restrooms prior to the rental in conformance with the CITY's usual practices.
- V. This Agreement may be terminated in writing for the following reasons:
 - A. Unsatisfactory performance by the USER as determined at the sole discretion of the CITY; or
 - B. By mutual agreement of both parties.
- VI. This Agreement contains the whole agreement of the parties and any modification thereof must be in writing signed by the parties hereto. USER shall have no right to assign this Agreement without the prior written consent of the CITY, which consent may be withheld a by the CITY at its sole discretion.
- VII. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The parties agree the personal jurisdiction of the Iowa District Court in Polk County, Iowa, for any legal action arising out of this Agreement.
- VIII. Fees and Charges for Heritage Park Facility is \$5 per hour

OFFICIAL USER CONTACT:

NAME

ADDRESS CITY, STATE, ZIP CODE

CELL NUMBER

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

USER

Grimes Farmers & Community Market (GFCM)

NAME OF ORGANIZATION

Matt Bennett |



AUTHORIZED SIGNATURE (Sign and Print Name)

Co-owner

TITLE

1740 NE Gateway Ct

Grimes | IA | 50111

ADDRESS

CITY, STATE, ZIP

515-446-1781 | thegrimesfarmersmarket@gmail.com

TELEPHONE NUMBER / EMAIL

2/13/2025

DATE

CITY OF GRIMES CONTACT:

Tim Smith
Recreation Manager
Park and Recreation Department
410 SE Main Street
Grimes, IA 50111
Office: (515) 513-4404 Cell (515) 865-6564

APPROVED:

Brian Becker, Parks and Recreation Director

Date

ATTACHMENT 1

CITY OF GRIMES, IOWA STANDARD PARKS FACILITY USE AGREEMENT

INSURANCE & INDEMNIFICATION REQUIREMENTS

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

1. GENERAL

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

2. INSURANCE REQUIREMENTS

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

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

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

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

D. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall be endorsed to provide the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation

due to non-payment of premium. ***Written notifications shall be sent to: City of Grimes, 410 SE Main Street.***

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

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

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

3. INDEMNIFICATION REQUIREMENTS

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

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

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

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

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

Rules:

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

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

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

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

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

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

FIREWORKS, WEAPONS AND EXPLOSIVES. No person shall use firearms, weapons, firecrackers or explosives of any character in any public park, except by the approval of the City Council.

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

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

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

park except in designated areas.

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

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

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

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

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

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

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