

AMES PARKS AND RECREATION COMMISSION MEETING
City Hall Council Chambers – 515 Clark Avenue
Thursday, March 21, 2024

NOTICE TO THE PUBLIC: The Parks and Recreation Commission welcomes comments from the public during discussion. The Standards of Decorum, posted at the door and available on the City website, define respectful conduct for public participation. If you wish to speak, please complete a green card and hand it to City staff prior to the meeting. When your name is called, please step to the microphone, state your name and address for the record, and limit the time used to present your remarks to three minutes so others have the opportunity to speak. The normal process on an agenda item is staff may first give a report on the item, Commissioners may ask questions for clarification, public input is received, a motion is placed on the floor, the Commission discusses the issue or responds to the audience concerns, and the vote is taken. In consideration of all, if you have a cell phone, please turn it off or put it on silent.

1. Call to Order: 4:00 p.m.
2. Approval of Minutes from February 15, 2024
3. Public Forum (For items not on the agenda)
4. Introduce Pa Goldbeck, Assistant City Manager
5. Motion approving
 - a. A Memorandum of Understanding with the Ames Cyclone Aquatics Club regarding its annual Rock The Blocks Swim Meet, and
 - b. An agreement with the Ames Cyclone Aquatics Club regarding its annual Rock The Blocks Swim Meet to be held May 31 – June 2, 2024 at the Furman Aquatic Center.
6. Motion approving the Jaycees request to:
 - a. Sponsor “Ames On the Half Shell”, utilizing Bandshell Park on five Fridays between May 31 and June 28, 2024; and
 - b. Recommend City Council approve alcohol to be served at Bandshell Park on five Fridays between May 31 and June 28, 2024; and
 - c. Waive the Jaycees payment of a \$1.00 facility fee per ticket sold and 10% of their gross food/beverage sales from “Ames On the Half Shell” events.
7. Approve Ames Main Street’s request to:
 - a. Utilize Bandshell Park on May 17, 2024, with the band playing 6-9pm with teardown completed by 10pm; and
 - b. Recommend City Council approve alcohol to be served at Bandshell Park on May 17, 2024.
8. Motion approving the agreement with Ames Youth Baseball regarding use of fields 7, 8, & 9 in Brookside Park from April 1, 2024 to November 1, 2024.
9. Project Updates
 - a. Fitch Family Indoor Aquatic Center
 - b. Steven L. Schainker Plaza
 - c. Mini-pitch Court

10. Monthly Report
11. Commission Member Comments
12. Next Meeting:
 - a. April 18, 2024, at 4:00 PM (Regular Meeting)
13. Adjournment

AMES PARKS AND RECREATION COMMISSION MEETING MINUTES

DATE: February 15, 2024

COMMISSION

PRESENT: Jeremy Bristow, Sarah Cady, Rachel Cramer, Duane Reeves, Nathan Shimanek, Jeff White

ABSENT: Thyra Cox

STAFF PRESENT: Keith Abraham, Courtney Kort, Joshua Thompson,

CALL TO ORDER: 4:00 PM

Approval of Minutes from January 18, 2024

Bristow moved, with a second by Reeves, to approve the January 18, 2024, meeting minutes. No Discussion. No opposition. Motion Approved.

PUBLIC FORUM

None

MOTION APPROVING THE AGREEMENT WITH AMES HIGH SCHOOL VOLLEYBALL

Kort stated that this is a long-standing relationship with Ames High School volleyball staff, and there are no significant changes. Parks and Recreation handles the registration and promotion of the program, and Ames High Volleyball provides all of the instruction. There is a 70/30 revenue split, with 70% of revenue going to the Ames High Volleyball Program. Staff recommends Alternative #1.

Bristow moved, with a second by Reeves, to approve Alternative #1, Approve the Youth Volleyball Camps Agreement with Ames High School Volleyball program for calendar year 2024. No Discussion. No opposition. Motion Approved.

STAFF REPORT REGARDING THE MINI PITCH PROJECT IN LLOYD KURTZ PARK

Abraham gave an overview of the neighborhood meeting held regarding this project. Kort shared a presentation regarding the project to the Commission. Abraham stated that traffic and safety were the biggest concerns and that Staff would follow up with the traffic engineer regarding the neighborhood's traffic control and parking issues. Reeves also stated that parents are surprised that no one has been hit by a car.

Cady thinks that with Hyde going through to 190th, traffic in the area needs to be addressed. She also stated that people park where they are because it is close to what they want to do. With the proposed placement, people will park in the church parking lot, as it will be close. Cady also thinks people understand the church is private property and don't park there, utilizing parking in the spots on the street. She wants more education so the public knows parking in the church lot is okay.

Cramer asked about the fencing, as the example had double fencing around the courts. Abraham stated that the proposed fencing is one fence at 4' on the sides and higher on the ends where the goals are so that balls don't go out into the park.

The courts will have lighting for neighborhood and public use, and Staff will also have leagues and program events, private rentals, and church use as part of the agreement. The hours will be within the park rules of 6:00 AM to 10:30 PM. Lighting is all LED and fixed to the court with glare control.

Estimated costs are \$196,000 for one court and \$336,000 for two. The City has \$150,000 funding for this project.

The next steps are to finalize the agreement with Stonebrooke Church and Kick it Forward, then take it to Council on February 27.

Nathan Shimanek feels it is exciting and great that the courts can be adapted for multiple sports.

He asked Kort to explain how the public could change it from soccer to pickleball.

Kort explained that the Staff is looking into the options, but it will probably be portable equipment stored on-site.

Cady asked about the balls and how the public would have access to them. Abraham stated we would supply the balls if there were leagues or tournaments. For general use, kids can use any ball to play.

Reeves asked about alternative funding, such as using future funds.

Abraham informed him that more discussion would have to be done, as taking funds already allocated elsewhere would be taking away from a future project. Reeves clarified that he meant a revenue bond, entering into a contract with the groups that want to use this facility and seeing if they could help fund it over a multi-year period.

The Commission also asked about the Kick It Forward fundraising, including its use of signs with advertising and logos.

Abraham said the naming policy does not include logos; someone may want it named after them.

Abraham asked the Commission the following questions:

Should the City move forward with the project? – Commission answered, “Yes.”

Should the City pursue one or two courts? – Commission answered, “Two Courts.”

Should the City enter into an agreement with Stonebrooke church? – Commission answered, “Yes.”

Should the City of Ames enter into an agreement with Kick it Forward to raise money for this project? – Commission answered, “Yes.”

Reeves stated that some meeting attendees wanted to know how to get things started now. Abraham informed him that the Council would have to approve the fundraising agreement first.

Abraham asked if the Commission had any additional direction on this project.

Cady requested Staff to encourage the Council to do whatever they could regarding traffic calming and parking, including accelerating future plans for traffic safety in the area.

Abraham stated that traffic and parking were a high priority to the attendees at this meeting. However, he noted that Parks and Recreation does not control that budget or project order. Staff can only share the message; the youth who attended were unafraid to raise their hands and commented that they feared for their friends.

Cramer directed Staff to include clear signage regarding parking at the church. Abraham said Staff could take the lead on signage.

The attendees asked about adjustable basketball goals and a walking loop in the park. Abraham explained that there are adjustable goals in the park but they do pose issues including stolen cranks and routine maintenance. He also informed the neighbors that there is no funding for a walking loop right now and hoped the neighborhood understood there are 40 parks and that Staff has to prioritize projects.

PROJECT UPDATES

a) Fitch Family Indoor Aquatic Center

The Council has approved 13 bid packages for contracts and bonds. The last bid package will go to the Council (and hopefully be awarded) at the February 27 meeting. A change order to Story Construction's contract regarding general conditions, such as the costs for fencing, dumpsters, etc., will also go to the Council on February 27.

City Council directed staff to explore additional items, seeing as bids came in close to \$3 million under the cost opinion. One item is adding solar on the roof, which will be installed as a separate project using these funds. The second item is the painted black lines in the lap pool could be switched to tile. The third item would be adding benches with cubbies in the multi-purpose rooms. The fourth is to increase the budget for furniture, fixtures, and equipment (FFE). And the fifth is including a donor wall.

Staff is considering investing in solar panels as the structure is designed to support them, and the conduit is already in place. This investment would benefit the operations budget.

The existing electric lines at the building site are being relocated, and new electric poles are being installed. Century Link and Metro Net will also be relocated. Crews have been taking down trees and getting ready for demolition.

Thompson reported that the asbestos removal was completed today.

b) Steven L. Schainker Plaza

Work has been continuing on the plaza. The contractor is doing what they can, including pouring concrete inside the building. The masons will be coming in to put up the block walls. The goal is to test the ice system by the end of March, but the condenser has yet to arrive.

Reeves feels the ribbon looks a lot smaller than he imagined. Abraham stated that the size of the ribbon has stayed the same since the beginning of the project.

Abraham also informed the Commission that the Council included money to solicit an art piece for the plaza.

MONTHLY REPORT

Kort stated that a hiring tailgate will be held on February 24. Aquatics staff has been recruiting for FAC since December. Homewood and FAC season passes are on sale, and registration has begun for spring and summer programs.

Abraham reminded everyone that Ames residents can purchase pool passes using a partial scholarship. These scholarships use Mid-Iowa Community Action (MICA) guidelines for qualification. Ames residents can also get reduced program fees.

The maintenance staff is doing winter trimming according to our 5-year plan which prescribes trees get inspected and/or trimmed every five years. Trout have been released unannounced at ADA Hayden Heritage Park because the ice was too thin for ice fishing.

The cedar tree and block system that Ames Anglers wanted to install to help provide habitat did not happen due to the warm temperatures.

COMMISSION MEMBER COMMENTS

Abraham wanted to publicly recognize and congratulate Jeff White for being awarded the Olav Smedal Conservation Award, presented annually to a member of the community "who has displayed excellence in the conservation of our natural resources and outdoor pursuits representing the highest standards of ethics and sportsmanship."

NEXT MEETING: Thursday, March 21 at 4:00 PM (Regular Meeting)

ADJOURNMENT: Bristow moved to adjourn the meeting at 5:10 PM.

Memorandum of Understanding
Regarding the Use of Furman Aquatic Center
by Ames Cyclone Aquatics Club
for the "Rock the Blocks" Swim Meet

Article 1. History, Circumstances & Purpose

The City of Ames, Iowa, an Iowa municipal corporation ("City"), is the owner and operator of Furman Aquatics Center ("FAC"), which is a public outdoor aquatics facility that includes a fifty-meter-long, eight-lane competition basin, a zero-entry splash pool, a lazy river, and other amenities.

The City's policy has been that FAC is open seasonally from Memorial Day weekend to Labor Day.

Ames Cyclone Aquatics Club is an Iowa, nonprofit, USA Swimming affiliated, corporation ("ACAC") that provides professional coaching for learning-to-swim and for competitive swimming.

Since the opening of FAC in 2010, the City and ACAC have cooperated to allow ACAC access to FAC to conduct one swimming competition per year, named "Rock the Blocks," which is sanctioned by the Iowa Local Swimming Committee, the governing body for USA Swimming in the territory of Iowa that includes Ames and Story County. ACAC trains at FAC as its home long-course pool during the FAC season.

ACAC has traditionally hosted RTB over a three-day period during a weekend in early June, and for several years held RTB on the first weekend following Memorial Day.

Various events in past years—staff turnover, closure of the municipal indoor pool, scarcity of public indoor and outdoor aquatic resources, and public health emergencies—have focused the parties' attention on how best to allocate the use of FAC.

ACAC's goal is to host the RTB meet with a format that (a) provides competitive swimmers, their families, coaches, and teams a high-quality swim meet environment; (b) provides athletes and their families with maximum opportunities to compete within the rules of USA Swimming; (c) attracts quality teams from outside of central Iowa as well as those from neighboring communities for the duration of the entire meet; (d) justifies the time and effort of the athletes, coaches, and volunteers necessary to provide a high-quality competition; (e) generates revenue for ACAC, which allows ACAC, among many objectives, to maintain reasonable club dues, provide professional training, provide equipment, and provide maximum swimming opportunities for members and their families; and (f) supports the community by creating a positive impression of the city and generating economic activity for hospitality and retail in the community.

The City's goals are to provide to all members of the public maximum access in a safe manner to open swimming opportunities during an outdoor swimming season

limited by weather and climate and to fulfill statutory and fiscal duties to ensure proper application of limited public resources.

To fulfill its goals, ACAC believes that: (a) it must have access to FAC during at least three consecutive days—Friday afternoon and evening; Saturday morning, afternoon, and evening; and Sunday morning and afternoon; and (b) it must be able to plan long-term for availability of FAC and the base usage terms.

To fulfill its goals, the City believes that: (a) it must recover a fair and reasonable cost for the operating costs of the facility as required by law and city policy; and (b) it must provide, when and where possible, access to the public for open swimming opportunities.

Early in the FAC season, the City enjoys good revenues from admissions and concessions during good weather, but the City may recover little or none of its expenses of FAC during cool or rainy weather.

The City's annual rental to ACAC does provide for guaranteed minimum revenue for the weekend of RTB regardless of the weather conditions.

When ACAC has held RTB in a manner fulfilling its goals, it attracts teams, athletes, and families, from outside of central Iowa, which has justified grants from Discover Ames and has an economic impact on the Ames community by hotel stays, restaurant and grocery sales, and other commercial activities.

Operationally, it is expensive and difficult for the City to operate FAC with general public admissions to the splash pool and lazy river during RTB, and likewise, it is difficult for ACAC to operate RTB sharing the facility under Safe Sport guidelines and additional volunteer requirements.

Both ACAC and the City recognize that the officers, directors, employees, and governing bodies of both parties have changed and will change periodically and that it is appropriate to set forth in writing their understandings concerning the operation of RTB.

Article 2. Understandings of the Parties

Based on years of experience, subject to superseding annual agreements, both parties agree and understand that it is better for both parties that operations of the City and RTB should be consistent with the following:

Section 2.01 Sharing of the facility

To aid both parties in planning how FAC is used and shared:

- (a) Both parties recognize the operational difficulty of managing public general admissions and parking during RTB; therefore, both parties agree that ACAC will be allowed to be the sole user of FAC during RTB subject to superseding annual agreements and the other considerations described in this MOU.

- (b) If City decides it is necessary and appropriate during RTB to open to the public the zero-entry splash pool or the lazy river or both, the parties will cooperate with each other to establish clear operational agreements concerning management of gate admissions, parking, and use of other grounds and facilities.

Section 2.02 Timing of RTB

To aid both parties in planning their respective calendars and to provide a higher degree of certainty to the parties and to the public:

- (a) As a general rule, RTB should be held prior to June 15 and not before or on Memorial Day weekend, rather than later in the FAC season; however, the parties may always agree to different timing.
- (b) ACAC will seek to hold and, if approved by the Iowa Swimming LSC, the governing body for USA Swimming in this territory, ACAC will hold RTB during the first weekend in June following Memorial Day.

Section 2.03 Timing of access to the facility

To aid both parties in planning for staffing and to provide both parties and the public greater certainty, ACAC may be allowed access to FAC:

- (a) On Thursday evening prior to the meet, ACAC will bring in timing equipment and tents to store in the storage area; not on deck. Staging on Thursday should not prohibit the use of the 50-meter, Lazy River, and Splash Pool for City programming to occur on Friday from approximately 5:00 a.m.-1:00 p.m. Times for ACAC to stage equipment on Thursday will be determined in the annual event agreement with City staff pending the yearly FAC schedules.
- (b) On Friday, from approximately 1:00 p.m. for additional staging of and setting up of equipment by ACAC employees and volunteers. ACAC employees and volunteers will have exclusive use of the 50-meter pool and deck area for installation of meet timing systems, lane lines, and similar purposes. ACAC shall coordinate with City when meet participants need to be admitted to FAC based on meet start times.
- (c) On Saturday, from 6:00 a.m. to 9:00 p.m. City may open to the public for swimming opportunities and/or events in the Splash Pool and/or Lazy River at approximately 9:00 p.m. The 50-meter basin will remain closed due to the set-up of the timing system.
- (d) On Sunday, from 6:00 a.m. to 4:00 p.m. City will be able to open to the public for any open swimming opportunities and/or events at approximately 4:00 p.m., including the 50-meter basin.

If weather causes a delay, but not a cancellation, of the meet, it is understood that

ACAC and City representatives will evaluate the likelihood of any public admissions for any City-planned swimming opportunities after the end of the day's sessions of RTB. If it is determined that no public swimming opportunities will be provided, ACAC will be permitted to proceed past that day's planned end time. A decision for public swimming opportunities will be provided by the City approximately four hours prior to ACAC's planned end time for the meet. ACAC understands that if it remains the intention of the City to provide public swimming opportunities after a severe weather delay, ACAC and City will cooperate to determine an appropriate end-time for the meet. ACAC is responsible for communicating that the meet may not be completed in its entirety these possibilities with meet participants.

Section 2.04 Agreement

In addition to this MOU, an annual usage agreement between the City and ACAC will more formally describe the specific details for the use and management of FAC during RTB. The usage agreement shall be reviewed by the parties annually and approved by ACAC and by the Parks and Recreation Commission. City and ACAC recognize and understand that scheduled renovations, maintenance, or repairs may cause FAC to be unavailable.

Section 2.05 Duration

The term of this MOU shall be five years. After four years, the MOU will be reviewed by City and ACAC representatives.

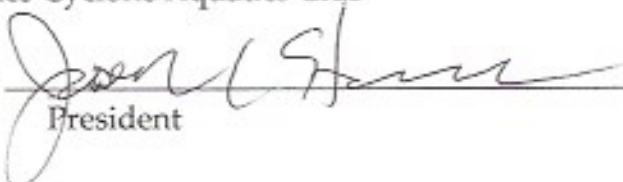
Effective Date and Termination. This MOU becomes effective after being approved by ACAC and City's Parks & Recreation Commission. The MOU may be terminated without cause by either party after a 30-day written notice to the other party. The MOU will terminate if the ACAC ceases to formally exist as an organization, or if the ACAC were not to fulfill their obligations under the agreement as the renter of the facility (i.e., making payments, causing damages, etc.). In the case of termination for cause, the termination becomes effective upon notice to the other party. Termination of the agreement does not relieve either party from any financial obligations owed to the other party.

Executed at Ames, Iowa, this 18th day of March, 2024.

The City of Ames, Iowa
Parks and Recreation Commission

By: _____
Chairperson

Ames Cyclone Aquatics Club

By:  _____
President

**CITY OF AMES PARKS AND RECREATION
 AGREEMENT WITH AMES CYCLONE AQUATICS CLUB (ACAC)
 REGARDING USE OF FURMAN AQUATIC CENTER FOR THE
 2024 ROCK THE BLOCKS SWIM MEET**

This agreement made this 18th day of March, 2024, between the Ames Cyclone Aquatics Club (ACAC) and the City of Ames Department of Parks and Recreation Department (City), 1500 Gateway Hills Park Drive, Ames, Iowa.

This agreement details the formal specific pertaining to the use and management of Furman Aquatic Center (FAC) during the Rock the Blocks Swim Meet. The parties agree that the following apply to the use and management of Furman Aquatic Center (FAC) by ACAC and City specifically for the 2024 Rock the Blocks Swim Meet:

A. Facility Request

- ACAC shall coordinate with the City dates and times for the swim meet. Information shall include, but not limited to, staging, set up times, warm up times, meet times, tear down times, and times for lifeguard to be staffed at the Lazy River for warmups/cool down. Any changes to the proposed schedule must be approved by City staff.

Proposed Schedule				
Meet Dates: May 31-June 2, 2024				
Day	Start Time	End Time	Hours	Purpose
Thursday, May 30	7PM	9PM	2	Staging
Friday, May 31	1PM	9PM	8	Set up
				Warm up
				Meet
	N/A	N/A		Tear Down
	5PM	8PM	3	Lifeguards at Lazy River
Saturday, June 1	6AM	9PM	15	Set Up
				Warm Up
				Meet
	N/A	N/A		Tear Down
	8:30-11:30AM, 1-3PM, 5:30-8PM		7.5	Lifeguards at Lazy River
Sunday, June 2	6AM	4PM	10	Set Up
				Warm Up
				Meet
				Tear Down
	8:30-11:30, 1-3PM		5	Lifeguards at Lazy River

2. City will have the option to schedule programming on Friday from 5:30 AM – 1:00 PM in all three basins, Saturdays beginning at 9:00 AM in Lazy River and/or Splash Pool, Sundays beginning at 4:00 PM in all basins, on meet weekends.
3. ACAC is responsible for securing meet dates through the Iowa Swimming Incorporated (ISI), as agreed upon with the City.
4. ACAC shall designate one "Meet Director" and this individual shall serve as the point of contact with the City and be responsible for ACAC activity during the rental period. The City will also designate a main contact for the duration of the meet.
5. Furman Aquatic Center will be closed to any public swimming during the times of the meet, as shown in A.1.
6. City will provide access and close Furman Aquatic Center each day, at times shown on A.1. One designated City staff member will remain on site during all scheduled usage and arrive 30 minutes prior to the expressed start time.
7. In accordance with the Iowa Department of Public Health (IDPH) Rule 15.4(4) d.4, ACAC shall supervise the meet with an instructor, teacher, or coach who is an American Red Cross Lifeguard or who has current certification from the American Red Cross in basic water rescue, first aid, and infant, child and adult CPR, or equivalent training approved by the department. An instructor, teacher or coach may be responsible for a maximum of 30 persons within a structured activity. If more than 30 persons are involved in a structured activity, a second qualified supervisor must be present. Copies of certifications shall be provided to the City no less than 30 days prior to the start of the meet and shall be current for the duration of the meet.
8. ACAC must have a minimum of one American Red Cross Lifeguard and one person with the approved equivalent training as expressed in A.7 on duty during the meet actively scanning, at all times. These persons cannot be a swimmer who is participating in the meet or serving in any other capacity concurrently with these duties.
9. ACAC shall abide by all other swimming rules and regulations, as established by the State of Iowa Department of Public Health, Story County Environmental Health, City of Ames Department of Parks and Recreation, and US Swimming Association.
10. City will provide ACAC one radio to communicate emergencies or needs for assistance from City staff during the duration of the meet.
11. ACAC and City staff shall coordinate prior to the meet an event specific Emergency Action Plan (EAP).
12. The meet shall take place in the 50-meter basin.
13. The Splash Pool will remain closed for the duration of ACAC's rental. ACAC shall be responsible for keeping swim meet participants and/or spectators from entering the Splash Pool.
14. The Lazy River will remain closed, unless otherwise requested by ACAC to be utilized for a warmup and cool down space for swim meet participants. Requested use of the Lazy River will need to be communicated to City at the

time of the request, as shown in A.1. When the Lazy River is not in use, ACAC shall be responsible for keeping swim meet participants and/or spectators from entering the Lazy River.

15. A hospitality area for ACAC staff, volunteers, and officials will be made available in the outdoor, gated space, between the two FAC buildings (inside the facility). Food and beverage in this area will be provided by ACAC for ACAC staff and volunteers only.
16. ACAC will not be permitted to conduct any sale of food and beverage onsite during the meet.
17. City staff will operate the concession stand during the meet and retain all revenue.
18. Swim Meet participants will be permitted to bring in food and beverages to the facility. The facility concession stand will be made available for all others.
19. To accommodate athletes' needs during the meet, athletes will be permitted to consume food and beverages on deck.
20. Glass objects of any kind will not be permitted into the facility.
21. ACAC shall ensure all emergency lanes remain clear for emergency vehicle access, and access to the garbage dumpsters is not obstructed.
22. FAC staff will have up to 15 reserved parking spaces in the FAC parking lot throughout the duration of the rental.
23. Spectators, meet participants, ACAC staff and volunteers will need to enter and exit the facility from the main entrance. The west gate by the concession stand must remain closed and used for emergencies only.
24. Spectators must remove their tents and personal items from the facility at the end of each day.
25. Teams shall collapse and properly secure their tents at the end of the swim meet Friday and Saturday.
26. Tents (without stakes) and chairs will be permitted in the grass pending turf conditions. If the turf is damaged, ACAC will reimburse the City for labor and materials to repair. All tents must be properly weighed and secured at all times.
27. The City reserves the right based on weather conditions to limit tents to hard surfaces only.
28. City will not be responsible for lost, damaged, or stolen items.
29. ACAC is responsible for all trash removal except in the concession stand area and locker rooms. Supplies for locker rooms and restrooms will be provided by City.
30. ACAC shall keep and leave FAC in a clean and usable condition.
31. ACAC shall be responsible to and shall reimburse the City of Ames for any damage to the facility or equipment occurring during use of such by ACAC.
32. No smoking, vaping, tobacco, alcohol, or narcotics are allowed at the facility.

B. Vendors

1. City must approve any vendors to be onsite during the meet and determine appropriate locations, set up times, and departure times for such vendors.
2. ACAC must seek City approval if any vendors will remain in the parking lot

overnight over the course of the meet weekend.

3. Vendors must supply the City with a Certificate of Insurance naming the City of Ames additionally insured. Certificates of Insurance must be received 30 days prior to the meet start date.
4. Vendors must register and comply with applicable state permitting to operate.
5. Vendors will not be responsible to provide 10% of gross revenue sale to the City.

C. Equipment

1. ACAC will be responsible for the set up and tear down of the timer's tables, tent, and any other meet equipment. All items must be secured in a manner that does not disrupt facility operations and emergency access. All items must be removed from the facility at the conclusion of the meet, prior to the start of City programming operations on Sunday.
2. ACAC will be responsible for placing lane lines on Friday and removing lane lines at the conclusion of the meet on Sunday.
3. City will install starting blocks prior to the start of the meet. ACAC shall remove starting blocks at the completion of the meet on Sunday and prior to the City opening for public swimming. City will designate a location to store starting blocks upon removal.
4. ACAC must provide a first aid kit containing, at a minimum, Band-Aids, gauze pads (4x4 and 8x10), gauze roller bandage, triangular bandages, wound cleaning agent, scissors, adhesive tape, rubber gloves, pocket mask, and ice packs. Quantities of each item should be sufficient to serve participants and spectators involved in the meet.
5. A spinal board will be provided onsite for ACAC's use by City.

D. Payment

1. ACAC will be subject to a rental fee at the rate of 40% of the total facility rental fee for all three basins, at the per basin rental rate at the time of the meet.
2. The total lump sum fee for the 2024 meet, is \$8,118, based on times described above in A.1.
3. ACAC payment to City will be due within 30 days of swim meet.

E. Cancellation and Delays

1. ACAC must notify the City by May 1, 2024, if ACAC no longer desires to host the meet. ACAC may be subject to fees and charges if notified after May 1, 2024.
2. If weather causes a delay, but not a cancellation, of the meet, it is understood

that If weather causes a delay, but not a cancellation, of the meet, it is understood that ACAC and City representatives will evaluate the likelihood of any public admissions for any City-planned swimming opportunities after the end of the day's sessions of RTB. If it is determined that no public swimming opportunities will be provided, ACAC will be permitted to proceed past their planned end time. ACAC understands that if public swimming opportunities are provided, they may not be able to conduct the meet in its entirety. A decision for public swimming opportunities will be provided by the City approximately four hours prior to ACAC's planned end time for the meet. ACAC is responsible for communicating these possibilities with meet participants.

E. Insurance

1. ACAC covenants and agrees to hold the City of Ames, its officers and employees harmless and to indemnify them against each and every claim and demand of whatever nature made by or on behalf of any person or persons resulting from or arising out of any activities or omission arising out of the use of the Furman Aquatic Center on the part of ACAC, its agents, servants, invitees and employees, and for such purpose ACAC agrees to carry liability insurance naming the City of Ames, its officers and employees as Additional Named Insured, such insurance to have limits of not less than \$500,000 combined single limit per occurrence. ACAC further agrees to file a Certificate of Insurance with the City Manager's Office, City of Ames, evidencing that such insurance has been furnished, and that the same will not be cancelled without ten (10) days' notice to the City of Ames. This Certificate of Insurance must be filed 60 days prior to the meet start date. ACAC insurance shall cover meet participants, staff, volunteers, and spectators.

DATED AND EXECUTED AT AMES, IOWA, THIS 18th day of March, 2024.

The City of Ames, Iowa Parks and Recreation Commission

By: _____
Chairperson

Grantee: Ames Cyclone Aquatic Club

By:  _____
President

COMMISSION ACTION FORM

SUBJECT: Ames Cyclone Aquatics Club (ACAC) Memorandum of Understanding and 2024 Agreement for Rock the Blocks Swim Meet.

BACKGROUND:

The Parks and Recreation Commission was updated in April 2023 of ACAC's decision to cancel the 2023 Rock the Blocks Swim Meet (RTB) held at Furman Aquatic Center (FAC). Since then, ACAC Board Members and City staff have had many conversations to discuss each parties' goals to proactively plan how the RTB swim meet can be successfully held at Furman Aquatic Center (FAC) in the future.

From a historical perspective, prior to 2020, RTB occurred over the course of one weekend, with approximate usage being Friday (2-9pm), Saturday (7am-9pm), and Sunday (7am-6pm). The FAC lazy river and splash pool were open to the public during the meet, with RTB events held in the 50-meter basin. Having FAC open to the public during the meet posed logistical challenges for the meet, facility operations, and parking. After 2020, to avoid these logistical challenges and while providing opportunities for the public to access the 50-meter basin during the RTB weekend, ACAC's rental use over the course of one weekend was approximately Friday (1-9:30pm), Saturday (6:30am-1pm), and Sunday (6:30am-1pm). ACAC has been provided the facility at a discounted per-day rate since the first meet in 2010.

In order for RTB to attract high-quality competition and to make sense financially, ACAC's goal was to have use of FAC in the mornings and afternoons, similar to use prior to 2020. The City's goal was to provide opportunities for the public to have access to FAC during the RTB weekend, and to recover lost revenue during meet operations.

As mentioned above, the City and ACAC have had many conversations to meet the goals of each party. ACAC and City have agreed to the following attachments.

- A. Memorandum of Understanding (MOU) regarding the use of Furman Aquatic Center.
- B. Annual agreement regarding the use of Furman Aquatic Center for the 2024 Rock the Blocks Swim Meet.

ACAC has signed and agreed to both the MOU and the 2024 annual agreement.

The MOU is intended to serve as a long-standing document that will be reviewed every four years by ACAC and City representatives. The MOU provides a historical reference on the meet, the goals of ACAC and City, along with a overview of general use of the facility over the meet weekend.

The annual agreement will provide more specific details pertaining to each meet and the operations of FAC during RTB.

Highlights of the 2024 RTB Annual Agreement:

- Meet dates: May 31-June 2, 2024.
- Facility use dates and times by ACAC.
 - Thursday: 7-9pm (staging)
 - Friday: 1-9pm (set up, warm up, meet)
 - Use of City Lifeguards, 5-8pm, for Lazy River
 - Saturday: 6am-9pm
 - Use of City Lifeguards, 8:30-11:30am, 1-3:00pm, 5:30-8pm, for Lazy River
 - Sunday: 6am-4pm
 - Use of City Lifeguards, 8:30-11:30am, 1-3pm, Lazy River
- City will have the option for programming at the following times.
 - Friday: 5:30am-1pm in all basins.
 - Saturday: beginning at 9pm in the Lazy River and/or Splash Pool.
 - Sunday: beginning at 4pm in all basins.
- FAC will be closed to the public during the times of the meet.
- ACAC must always provide a minimum of one Red Cross Lifeguard and one person with the approved equivalent training.
- Hospitality area will be provided inside FAC for ACAC staff, volunteers, and officials.
- City staff will operate the concession stand during the meet and retain all revenue.
- ACAC will be subject to a rental fee rate of 40% of the total facility rental fee for all three basins, at the per rental rate at the time of the meet.

ALTERNATIVES:

1. Approve the
 - a. Memorandum of Understanding (MOU) regarding the use of Furman Aquatic Center.
 - b. 2024 annual agreement with the Ames Cyclone Aquatics Club to use Furman Aquatic Center for the Rock the Blocks Swim Meet, May 31-June 2, 2024.
2. Refer the back to staff.

STAFF RECOMMENDED ACTION:

Through multiple conversations between ACAC representatives and City staff, it became clear that the best path moving forward was to allow ACAC total access to the Furman Aquatic Center for the RTB swim meet. This eliminates most, if not all, of the issues both parties have experienced in the past when the City was operating programs at the same time as the meet. There may be some FAC users that will not like this arrangement, however, staff feels this is the most beneficial option for the City and ACAC. Due to this exclusive use of FAC by ACAC,

the rental fee has been increased with a set percentage to determine the fee each year. Since the City and ACAC mutually agree to the terms and conditions detailed in the MOU and the annual agreement, it is recommended the Parks and Recreation Commission adopt Alternative #1, as stated above.



2024 Ames on the Half Shell (AOTHS) Project Location/Waiver Request

History:

The Ames on the Half Shell project held its inaugural event in the summer of 2003 at Bandshell Park. This project was established to raise money for Bandshell restoration while introducing an evening summer concert series in Ames. At the time of introduction, no other similar band concerts were being held in the downtown Ames area. Ames on the Half Shell has grown into the largest and most successful rotating band concert series in Ames.

2024 Plans:

The 2024 AOTHS events will operate Friday evenings: May 31, June 7, 14, 21, and 28. At this time we do not have a rain-out location. In the event of inclement weather we may be forced to cancel or postpone an event. The Ames Jaycees will consult with Ames Park and Rec to see if a rescheduled date can be obtained. Each evening's event follows the same schedule: setup will begin at 3 p.m., the event will run from 5 p.m. until 8 p.m., and teardown will be completed by 9:30 p.m. All open containers will be removed from the park prior to the removal of the temporary fencing, no later than 9 p.m.

We charge \$5 per person at the door, and fifty percent of these revenues go directly toward the band's fee. Drink tokens will likely remain \$6 each for alcohol and \$1 each for soda or bottled water. We will also have at least one food vendor, community partners and several sponsors to help cover costs each night. The Ames Jaycees do not receive any of the proceeds from the food vendors' sales.

Requests:

The 2024 AOTHS Committee formally requests the use of Durham Bandshell Park, a waiver of the alcohol ordinance, the facility fee for ticketed events, and the vending policy fee of 10 percent of gross sales. The Ames Jaycees would like to respectfully submit the following information and alternatives to the prescribed \$109 per hour rental fee for the 2024 season and future seasons:

Throughout Ames on the Half Shell's history, the Ames Jaycees have used a portion of the funds raised to directly benefit Ames Parks with significant donations to the Durham Bandshell Renovation and the Ada Hayden Park Overlook Project.

The Ames Jaycees take great pride in giving back to our community, in recent years we have donated to the Ames Park and Rec Youth Scholarship Fund, Blast Back to School Project, the Georges Niang Golf Outing, and coordinated and contributed to the donation of a new freezer to MICA. This is something the Ames Jaycees would like to amplify in the years to come, which necessitates this request for the change in the rental fee policy.

Additionally, the Ames Jaycees' longest-running project, Holiday Food Baskets, directly impacts the community by providing a fresh, healthy holiday meal to those most in need. We have seen the need increasing to host a summer version of this project. There are a number of children in the community that need added nutritional support when they are not receiving their meals at school. We hope to coordinate and fund two food basket projects each year.

Ames on the Half Shell is the sole fundraiser held by the Ames Jaycees each year to fund these projects and donations. The Ames Jaycees are proud to support our community in these ways while providing leadership opportunities to our members to coordinate these projects and donations.



The Ames Jaycees ask for the Commission's consideration of the following options:

Option 1 (preferred): Flat rate of \$400 per night. This equates to \$2,000 for the season.

Option 2: 10% of adult admission. Our average annual adult admission is between 400 and 450. This would equate to between \$1,000 and \$1,125 for the season.

Option 3: Hourly fee of \$109 for the first hour then 50% (\$55) for each hour after. This would equal a total of \$1,920 for the season.

Therefore, the Ames Jaycees formally request that the Ames Parks and Recreation Commission allow us to return to Durham Bandshell Park for our 21st season in the summer of 2024, while waiving the alcohol ordinance, facility fee for ticketed events, and the vending policy fee. We ask that the Commission also consider our request to alter the park rental fee for the 2024 season and future seasons. The Ames Jaycees would also like to reserve the option to extend these waivers and fee changes to additional dates in the event of a rain out. Thank you for your consideration.

Thank you,

/s/ Melissa Angstrom

Melissa Angstrom
Ames on the Half Shell
Ames Jaycees



- 1- Admission
- 2- Title Sponsor (Cars will be located here)
- 3- Tokens
- 4- Community Partner
- 5- Beverages
- 6- Food Vendor
- 7- Food Vendor
- 8- Nightly Sponsor
- 9- Nightly Sponsor
- 10- Nightly sponsor/bounce house on family night

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Parcel ID	0902407000	Alternate ID	0902407000	Owner Address	AMES, CITY OF
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ITEM #: 6
DATE: 03/21/24

COMMISSION ACTION FORM

SUBJECT: AMES JAYCEES REQUEST TO UTILIZE BANDSHELL PARK FOR “AMES ON THE HALF SHELL” AND WAIVE ITS FACILITY FEE PER TICKET AND PAYMENT OF 10% OF GROSS FOOD AND BEVERAGE SALES TO THE CITY OF AMES

BACKGROUND:

Ames On the Half Shell is an activity sponsored by the Ames Jaycees, which includes a live band and concession sales (food, beer, wine coolers, and soft drinks). According to the organizers, the bands will play music that is considered adult pop rock, similar to what people would experience at a wedding reception.

As their request (Attachment A) states, the Jaycees are requesting to utilize Bandshell Park on five Friday evenings between May 31 and June 28. The band will play between the hours of 5-8pm, but no later than 8:30pm, and tear down completed by 9:30pm. The request also asks for alcohol to be served between the hours of 5-8pm and consumed at ground level within a fenced-in area no later than 9pm or the removal of the temporary fencing, whichever comes first.

In 2023, the Jaycees paid \$3,090 for their rental which included five events. In the past the Jaycees have requested the Commission waive the policy which requires a \$1.00 facility fee per ticket sold and 10% of its gross food and beverage sales to be paid to the City of Ames. For 2024, the Jaycees are again requesting the waiver of the \$1.00 facility fee and 10% of gross food and beverage sales.

The Jaycees are also requesting the Commission recommend City Council allow its group to sell alcohol (beer and wine coolers) at Bandshell Park during this event. An existing City ordinance only allows alcohol to be consumed in Community Parks (Brookside, Inis Grove, River Valley, McCarthy Lee, and Moore Memorial).

Additionally, the Jaycees have proposed the following rental fee adjustments for consideration. Staff has informed the Jaycees that due to the short turnaround of their request, the impact of their request on other non-profit rentals, and budget implications, staff will not consider any rental fee adjustments for 2024. The Parks and Recreation Commission can direct staff to engage in conversations related to these options for future years if desired.

The rental fee adjustments proposed by the Jaycee’s are below and included in Attachment A:

Option 1: A flat rate of \$400 per night. This equates to \$2,000 for the season.

Option 2: 10% of adult admission. The Jaycee’s commented that their average adult admission is between 400 and 450 per concert. This would equate to between \$1,000 and \$1,125 for the season.

Option 3: Hourly fee of \$109 for the first hour then 50% (\$55) for each hour after. This would equal a total of \$1,920 for the season.

The Jaycees provided the following data related to their 2023 event. The table below includes 2022 information for comparison. The Jaycees mentioned 2023 was one of its best years recently, due to the return of performer Saucy Jack. Beer prices were also raised last year from \$4 to \$6.

Category	2023	2022
Total Attendance	2,542	2,232
Paid Admission (\$5)	\$11,090.00	\$ 7,515 .00
Alcoholic Beverages Sold	3,895	3,318
Total Gross Revenue	\$32,745.00	\$20,081.00
10% Fee Waived by City	\$ 3,274.50	\$ 2,008.10

The Jaycees donate their profits from Ames On the Half Shell to community betterment projects and events such as the holiday food baskets, Blast Back to School Project, and more. Over the years, the Jaycees have donated \$7,500 of the profits to the Parks and Recreation Department’s Youth Scholarship fund.

Subject to the Commission approving the use of Bandshell Park for this activity, City Council action would be required to allow alcohol to be served at this site and to assure the Jaycees have obtained a liquor license and local and State laws are followed related to dispensing alcohol in a public place.

The Jaycees would fence off the area in front of the Bandshell (playground area and the Durham Bandshell would not be included) and charge a \$5 per person admission fee. The admission fee is to cover the cost of each band. Attendees may also purchase alcoholic drink tokens (plastic bottles of beer or wine coolers) for \$6 each and non-alcoholic drink tokens (soda or bottled water) for \$1 each.

The Jaycees sponsored similar events at this location during the summers of 2003–2004 and 2007–2019 and 2021-2023. Following the 2007 season, staff completed a survey of the surrounding neighborhood (6th Street to 9th Street / Duff to Crawford) to gain feedback on the event. Of the 87 letters mailed out, sixteen were returned (18%). Of those who returned, only three objected. They expressed concern with illegal parking, alcohol being allowed at this park, and the noise level of the overall event.

Each year, Parks and Recreation Administrative staff attends the event. Staff has consistently been impressed with the level of organization the Jaycees provide and that the event draws people of all ages. The Police Department did not receive any phone calls or complaints concerning the event in 2007–2009. There was one noise complaint in 2010, but the organizers responded immediately to the request to turn down the volume, and there were no complaints in 2011–2015. In 2016 and 2017, there were two complaints in each year and one complaint in 2018. There were no noise complaints in 2019-2023. The Police Department also reported that the event was well managed, and the size of the crowd and related parking issues were comparable to Thursday evening municipal band concerts.

ALTERNATIVES:

1. Approve the Jaycees request to:
 - a) Sponsor “Ames On the Half Shell”, utilizing Bandshell Park on five Fridays between May 31 and June 28; with the band playing between the hours of 5-8pm but no later than 8:30pm and teardown completed by 9:30pm.
 - b) Recommend City Council approve alcohol to be served at Bandshell Park on five Fridays between May 31 and June 28, between the hours of 5-8pm and consumed at ground level within the fenced-in area no later than 9pm or the removal of the temporary fencing whichever comes first; and City Council require the Jaycees to obtain a State liquor license to assure compliance with local and State liquor laws.
 - c) Waive the Jaycees payment of a \$1.00 facility fee per ticket sold and 10% of their gross food/beverage sales from “Ames On the Half Shell” events.
2. Approve the Jaycees request to:
 - a) Sponsor “Ames On the Half Shell”, utilizing Bandshell Park on five Fridays between May 31 and June 28; with the band playing between the hours of 5-8pm but no later than 8:30pm and teardown completed by 9:30pm.
 - b) Recommend City Council approve alcohol to be served at Bandshell Park on five Fridays between May 31 and June 28, between the hours of 5-8pm and consumed at ground level within the fenced in area no later than 9pm or the removal of the temporary fencing whichever comes first; and City Council require the Jaycees to obtain a State liquor license to assure compliance with local and State liquor laws.
 - c) Deny the Jaycees request to waive the payment of a \$1.00 facility fee per ticket sold and 10% of their gross food/beverage sales to the City.
3. Approve the Jaycees request to:

- a) Sponsor "Ames On the Half Shell", utilizing Bandshell Park on five Fridays between May 31 and June 28; with the band playing between the hours of 5-8pm but no later than 8:30pm and teardown completed by 9:30pm.
 - b) Recommend City Council approve alcohol to be served at Bandshell Park on five Fridays between May 31 and June 28, between the hours of 5-8pm and consumed at ground level within the fenced in area no later than 9pm or the removal of the temporary fencing whichever comes first; and City Council require the Jaycees to obtain a State liquor license to assure compliance with local and State liquor laws.
 - c) Waive the Jaycees payment of 10% of their gross food/beverage sales from "Ames On the Half Shell" events.
 - d) Deny their request to waive the payment of a \$1.00 facility fee per ticket sold.
4. Deny the Jaycee's request to utilize Bandshell Park for "Ames On the Half Shell."
 5. Refer back to Staff.

STAFF RECOMMENDED ACTION:

When reviewing requests for events and fee waivers, staff must consider several things, including the precedent set by waiving fees that would reduce the Auditorium and Bandshell subsidy. In the past, the Commission has granted similar admission fee waivers to the Jaycees due to their commitment to community betterment and support of Parks and Recreation.

Staff also considers the pros and cons the activity will have on the group making the request, the adjacent property owners, and the community at large. Though some residents may voice concerns, staff also considers the overall positive comments and event history.

Therefore, Staff recommends Alternative #1 as stated above.

**CITY OF AMES DEPARTMENT OF PARKS AND RECREATION
AGREEMENT WITH AMES YOUTH BASEBALL CONCERNING USE OF
THREE FIELDS (7, 8 & 9) IN BROOKSIDE PARK.**

THIS AGREEMENT is being entered into between the City of Ames (hereinafter referred to as “City”) and Ames Youth Baseball (hereinafter referred to as “Grantee”) for the use of three fields (7, 8 & 9) in Brookside Park.

Both parties agree to comply with all City of Ames Park Policies. The parties further agree to the terms below concerning the use and the space of Fields (7, 8, & 9) at Brookside Park as follows:

1. The City hereby grants to the Grantee the privilege and rights for use of Fields 7, 8, & 9, located at Brookside Park in the City of Ames, for the period from April 1, 2024, to November 1, 2024.
2. The City will mow the infield, outfield, and surrounding turf beyond the fences on Fields 7, 8, & 9 used by Grantee at 3.5 inches. Grantee personnel has permission to mow the infield turf on fields 8 & 9 inside the fences below 3.5 inches, but not less than a minimum height of 2 inches, using a walk behind mower not furnished by or property of the City. City staff will trim around all fences, dugouts, and batting cages.
3. In the event of damage incurred by the City or outside parties, excluding Grantee, the City will provide all necessary means to repair the facility to its original design.
4. In the event of damage, above normal wear and tear, incurred by Grantee and or affiliates, Grantee shall be responsible for and shall reimburse the City for any damage to property of the City.
5. It is the responsibility of the Grantee that Fields 8 & 9 are groomed and safe for Ames Youth Baseball affiliated events (games, practices, tryouts, etc.)
6. The Grantee shall keep Fields 7, 8, & 9 and surrounding grounds for fifty (50) feet around all sides of the Fields free of debris, papers, and trash at all times. The City is responsible for removal of trash from receptacles placed in the parks.
7. If and when the City and Grantee agree improvements are necessary to Fields 8 & 9, the City and Grantee will agree in regard to cost sharing between both parties.
8. The Grantee covenants and agrees to hold the City, its officers and employees harmless and to indemnify them against each and every claim and demand of whatever nature made by or on behalf of any person or persons resulting from or arising out of any activities or omission arising out of the use of the Fields of the Grantee, its agents, servants, invitees and employees. For such purposes, the Grantee agrees to carry liability insurance naming the City, its officers and

employees as Additional Named Insured, such insurance to have limits of not less than \$1,000,000 combined single limit per occurrence. The Grantee further agrees to file a Certificate of Insurance with the City Manager's office, City of Ames, evidencing that such insurance has been furnished and that the same will not be canceled without ten (10) days' notice to the City. This Certificate of Insurance must be filed prior to the execution of this agreement.

9. All equipment necessary to host an event shall be furnished by Grantee or affiliated parties. Equipment to be furnished includes, but is not limited to, bats, balls, gloves, uniforms, and protective equipment. On fields 8 & 9, equipment also includes bases, pitching rubber, homeplate, etc.
10. The City will place one portable toilet in the western part of Brookside Park, accessible for individuals using the park. No charges will be issued to the Grantee for use of the portable toilet. (Please refer to attachment A.)
11. The Grantee shall not make permanent changes or improvements to the premises without the express written consent of the City. Any such improvement shall become the property of the City without compensation to the Grantee.
12. The City will furnish all structures and in-place equipment to the Grantee from April 1, 2024, to November 1, 2024. For Fields 8 & 9, material costs pertaining to maintenance and/or construction of player dugouts or structures of necessity to Grantee will be sole responsibility of Grantee. All material costs pertaining to maintenance and/or construction of player dugouts or structures on Field 7 will be sole responsibility of City.
13. All playing surface material (ag-lime, Turface, field dry, etc.) necessary for field renovation may be kept in piles at a City approved location near the playing fields off of hard surface and turf areas for a maximum of seven days. After the seven days, playing surface material must be spread by Grantee or Designated Contractor with Certificate of Liability Insurance on file with the City Clerk's office. All playing surface material necessary for daily field upkeep must be stored at an offsite location. The City will set aside a location on City property for a stockpile of field aggregate at a maximum stockpiled amount of 10 tons. The City will deliver playing surface material a maximum of twice per month on request from Grantee.
14. The City shall be responsible for applying two applications of granular fertilizer per year on Fields 7, 8, & 9 used by Grantee. One application will be done before June 1 and one application will take place after September 1.
15. The City shall be responsible for all foliar chemical applications (weed control, fungicide, etc.). Applications will only be done on an as needed basis.
16. Field maintenance equipment owned and operated by Grantee at Fields 8 & 9 must be housed at an offsite location not on City property.

17. Field Use:

- a.** First priority shall be given to Grantee regarding Fields 8 & 9 reservations. Fields 7 reservations for the upcoming year will be based on field use from the previous season. The Grantee has priority for dates and times of scheduling for Grantee affiliated events. To guarantee all Field reservations, Grantee must submit requests to the City by April 1 of each calendar year. All Field reservations shall be reserved through the City by contacting the Community Center at 515-239-5350.
- b.** For all other events, priority is given to the City to reserve for groups or organizations not affiliated with Grantee.
- c.** If and when Fields 8 & 9 are not reserved, any individual or group outside of Grantee may use Fields 8 & 9 free of charge and in accordance to City Park Policies.

18. The Grantee shall not assign this agreement or sublet the premises without the express written consent of the City.

19. Failure to abide by any or all of the terms and conditions addressed in this agreement, as determined by the Director of the Parks and Recreation Department, shall result in loss of the use of fields 7, 8, & 9 by Grantee, up to and including termination of this agreement.

20. Grantee is required to pay all associated rental fees for use of Field 7. City will provide all field maintenance, including grooming, chalking and/or painting of base lines, batters boxes, bases, and pitching rubber.

The City or Grantee may terminate this agreement by providing written notice of said termination to the other at least thirty (30) days prior to the date of termination. The City reserves the right to terminate this agreement within seven (7) calendar days of written notice if the Grantee does not perform the terms and conditions of this agreement.

Dated and executed at Ames, Iowa, this 21st day of March, 2024.

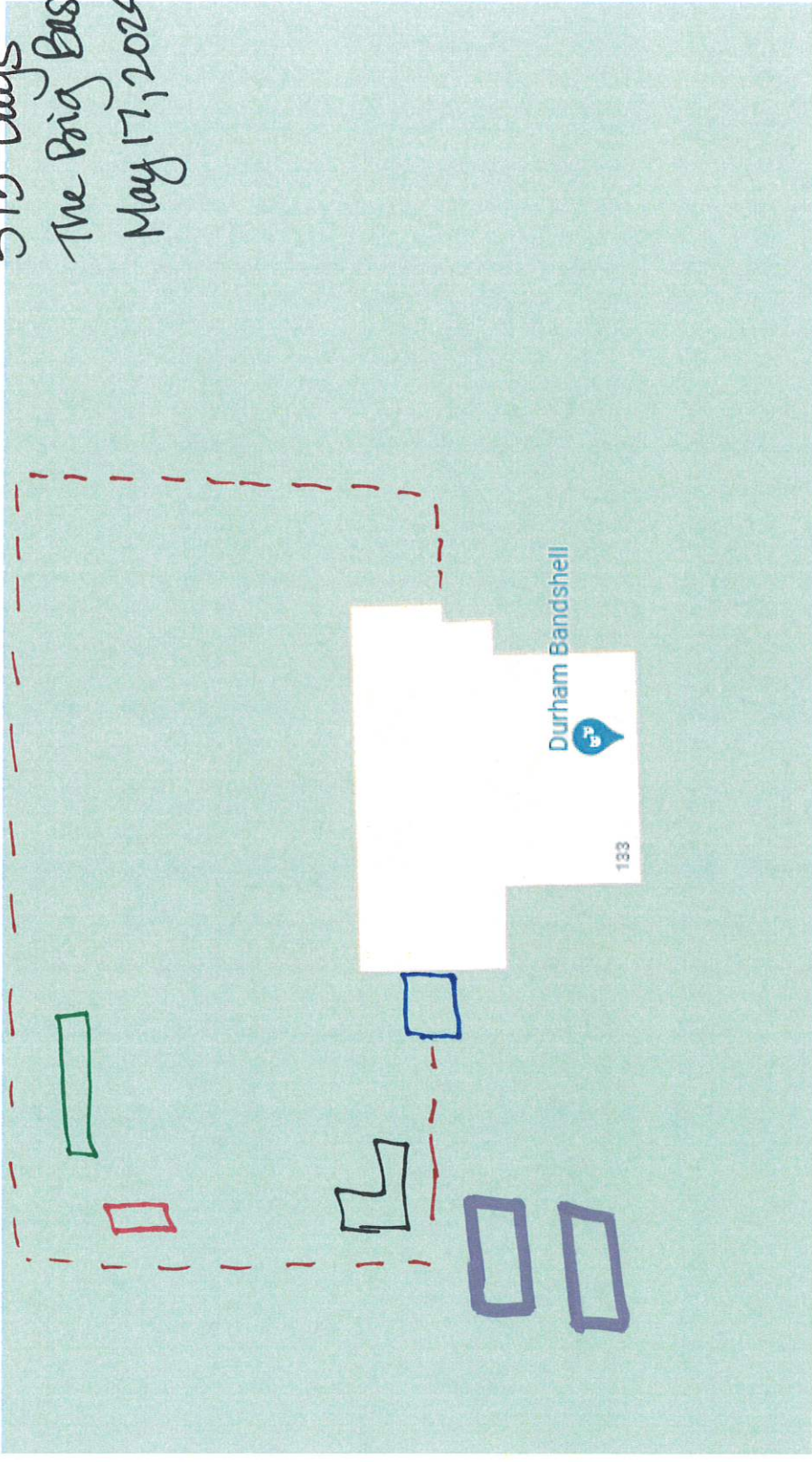
The City of Ames, Iowa
Parks and Recreation Commission

By: _____
Chairperson

Ames Youth Baseball
Grantee

By: *David L. Dear* _____
President

515 Days
The Big Bash
May 17, 2024



 = portable toilets

 = sponsor-table

--- = double-fencing using Jaycee's fence

 = Entrance w/ I.D. checker/wristband

 = tent/tables for serving beer

 = 2 food trucks

COMMISSION ACTION FORM

**SUBJECT: AMES MAIN STREET REQUEST TO UTILIZE BANDSHELL PARK FOR
“515 BIG BASH” AND WAIVER OF ALCOHOL ORDINANCE**

BACKGROUND:

Ames Main Street (AMS) created “515 Day” as an event that initially occurred May 15, 2021. The purpose of the event was to get community members to Main Street to support local businesses by offering special deals and incentives. In 2022, the event was expanded to a full weekend, including live music with a beer garden, inflatables, and “515” themed deals. For 2023, AMS expanded the events to a full week under the name “515 Days”. The “Big Bash” at Bandshell Park was added to the event in 2023.

As its request (Attachment A) states, AMS is requesting to utilize Bandshell Park on May 17, 2024, for the “Big Bash” event which will include live music, a beer garden and food trucks. Entry to the event and beer garden will open at 5:30pm and live music will be played 6-9pm with tear down completed by 10pm. The request also asks for alcohol to be served 5:30 – 8:30pm and consumed at ground level within a fenced area no later than 9pm or the removal of the temporary fencing, whichever comes first.

AMS is requesting the Commission recommend City Council allow its group to sell alcohol (beer and hard seltzer) at Bandshell Park during this event. An existing City ordinance only allows alcohol to be consumed in Community Parks (Brookside, Inis Grove, River Valley, McCarthy Lee, and Moore Memorial).

Subject to the Commission approving usage of Bandshell Park for this activity, City Council action would be required to allow alcohol to be served at this site and to assure Main Street has obtained a liquor license and local and State laws are followed related to dispensing alcohol in a public place.

AMS would fence off the area in front of the Bandshell (playground area and the Durham Bandshell would not be included) and admission would be free. Attendees over 21 may purchase cans of beer or hard seltzer for \$7 each or five for \$30. Bottled water will be available for all attendees to purchase for \$1. Similar to the Jaycees at “Ames on the Half Shell”, all ages will be admitted into the fenced areas. AMS will provide an ID checker and will provide wristbands for attendees twenty-one or older. AMS will also hire security from Best Security for the event.

AMS has sponsored two other events at Bandshell Park where alcohol was served. “Firefly Country Nights” occurred at Bandshell in 2017, and “Main Street Oktoberfest” occurred at Bandshell in 2018. Both events were successful, and staff who attended had no concerns. The 2023 “Big Bash” also had no reported concerns.

ALTERNATIVES:

1. Approve Ames Main Street's request to:
 - a) Utilize Bandshell Park on May 17, 2024, with the band playing 6-9pm with teardown completed by 10pm.
 - b) Recommend City Council approve alcohol to be served at Bandshell Park on May 17, 2024, 5:30-8:30pm and consumed at ground level within the fenced-in area no later than 9pm or the removal of the temporary fencing, whichever comes first; and City Council require Main Street to obtain a state liquor license to assure compliance with local and State liquor laws.
2. Do not approve Ames Main Street's request to utilize Bandshell Park for the "515 Big Bash".
3. Refer back to Staff.

STAFF RECOMMENDED ACTION:

When reviewing requests for events, staff considers the pros and cons the activity will have on the group making the request, the adjacent property owners, and the community at large. Though some residents may voice concerns, staff also considers the history of Ames Main Street's events, along with Parks and Recreation staff and the Police Department's feedback. Additionally, staff is always looking for appropriate activities to be held at Bandshell Park, and this event is one of those activities.

In consideration of the above, staff recommends Alternative #1, as stated above.

ITEM # 8
DATE: 03/21/24

COMMISSION ACTION FORM

SUBJECT: AGREEMENT WITH AMES YOUTH BASEBALL FOR USE OF THREE FIELDS (7, 8, & 9) IN BROOKSIDE PARK

BACKGROUND:

For many years, Ames Parks and Recreation Department (APR) and Ames Youth Baseball (AYB), formerly Ames Little League, have had a good working relationship regarding AYB using baseball fields in the parks. In 2014, AYB and APR developed an agreement (Attachment A) governing responsibilities related to the maintenance and upkeep of the fields and it is updated and approved annually.

This is the tenth year AYB will be using all three fields in Brookside Park. This agreement allows Ames Youth Baseball priority use of fields 8 & 9 (no charge) and field 7 (rental fee required) from April 1, 2024, until November 1, 2024.

ALTERNATIVES:

1. Approve the agreement with Ames Youth Baseball regarding use of fields 7, 8, & 9 in Brookside Park from April 1, 2024, to November 1, 2024.
2. Do not approve the agreement.
3. Refer the agreement back to staff.

STAFF RECOMMENDED ACTION:

There has been a long-standing relationship with Ames Youth Baseball regarding use of baseball fields in the parks. This document clarifies and documents each party's responsibilities for 2024.

Therefore, it is recommended the Parks and Recreation Commission adopt Alternative #1, as described above.

**CITY OF AMES DEPARTMENT OF PARKS AND RECREATION
AGREEMENT WITH AMES YOUTH BASEBALL CONCERNING USE OF
THREE FIELDS (7, 8 & 9) IN BROOKSIDE PARK.**

THIS AGREEMENT is being entered into between the City of Ames (hereinafter referred to as “City”) and Ames Youth Baseball (hereinafter referred to as “Grantee”) for the use of three fields (7, 8 & 9) in Brookside Park.

Both parties agree to comply with all City of Ames Park Policies. The parties further agree to the terms below concerning the use and the space of Fields (7, 8, & 9) at Brookside Park as follows:

1. The City hereby grants to the Grantee the privilege and rights for use of Fields 7, 8, & 9, located at Brookside Park in the City of Ames, for the period from April 1, 2024, to November 1, 2024.
2. The City will mow the infield, outfield, and surrounding turf beyond the fences on Fields 7, 8, & 9 used by Grantee at 3.5 inches. Grantee personnel has permission to mow the infield turf on fields 8 & 9 inside the fences below 3.5 inches, but not less than a minimum height of 2 inches, using a walk behind mower not furnished by or property of the City. City staff will trim around all fences, dugouts, and batting cages.
3. In the event of damage incurred by the City or outside parties, excluding Grantee, the City will provide all necessary means to repair the facility to its original design.
4. In the event of damage, above normal wear and tear, incurred by Grantee and or affiliates, Grantee shall be responsible for and shall reimburse the City for any damage to property of the City.
5. It is the responsibility of the Grantee that Fields 8 & 9 are groomed and safe for Ames Youth Baseball affiliated events (games, practices, tryouts, etc.)
6. The Grantee shall keep Fields 7, 8, & 9 and surrounding grounds for fifty (50) feet around all sides of the Fields free of debris, papers, and trash at all times. The City is responsible for removal of trash from receptacles placed in the parks.
7. If and when the City and Grantee agree improvements are necessary to Fields 8 & 9, the City and Grantee will agree in regard to cost sharing between both parties.
8. The Grantee covenants and agrees to hold the City, its officers and employees harmless and to indemnify them against each and every claim and demand of whatever nature made by or on behalf of any person or persons resulting from or arising out of any activities or omission arising out of the use of the Fields of the Grantee, its agents, servants, invitees and employees. For such purposes, the Grantee agrees to carry liability insurance naming the City, its officers and

employees as Additional Named Insured, such insurance to have limits of not less than \$1,000,000 combined single limit per occurrence. The Grantee further agrees to file a Certificate of Insurance with the City Manager's office, City of Ames, evidencing that such insurance has been furnished and that the same will not be canceled without ten (10) days' notice to the City. This Certificate of Insurance must be filed prior to the execution of this agreement.

9. All equipment necessary to host an event shall be furnished by Grantee or affiliated parties. Equipment to be furnished includes, but is not limited to, bats, balls, gloves, uniforms, and protective equipment. On fields 8 & 9, equipment also includes bases, pitching rubber, homeplate, etc.
10. The City will place one portable toilet in the western part of Brookside Park, accessible for individuals using the park. No charges will be issued to the Grantee for use of the portable toilet. (Please refer to attachment A.)
11. The Grantee shall not make permanent changes or improvements to the premises without the express written consent of the City. Any such improvement shall become the property of the City without compensation to the Grantee.
12. The City will furnish all structures and in-place equipment to the Grantee from April 1, 2024, to November 1, 2024. For Fields 8 & 9, material costs pertaining to maintenance and/or construction of player dugouts or structures of necessity to Grantee will be sole responsibility of Grantee. All material costs pertaining to maintenance and/or construction of player dugouts or structures on Field 7 will be sole responsibility of City.
13. All playing surface material (ag-lime, Turface, field dry, etc.) necessary for field renovation may be kept in piles at a City approved location near the playing fields off of hard surface and turf areas for a maximum of seven days. After the seven days, playing surface material must be spread by Grantee or Designated Contractor with Certificate of Liability Insurance on file with the City Clerk's office. All playing surface material necessary for daily field upkeep must be stored at an offsite location. The City will set aside a location on City property for a stockpile of field aggregate at a maximum stockpiled amount of 10 tons. The City will deliver playing surface material a maximum of twice per month on request from Grantee.
14. The City shall be responsible for applying two applications of granular fertilizer per year on Fields 7, 8, & 9 used by Grantee. One application will be done before June 1 and one application will take place after September 1.
15. The City shall be responsible for all foliar chemical applications (weed control, fungicide, etc.). Applications will only be done on an as needed basis.
16. Field maintenance equipment owned and operated by Grantee at Fields 8 & 9 must be housed at an offsite location not on City property.

17. Field Use:

- a.** First priority shall be given to Grantee regarding Fields 8 & 9 reservations. Fields 7 reservations for the upcoming year will be based on field use from the previous season. The Grantee has priority for dates and times of scheduling for Grantee affiliated events. To guarantee all Field reservations, Grantee must submit requests to the City by April 1 of each calendar year. All Field reservations shall be reserved through the City by contacting the Community Center at 515-239-5350.
- b.** For all other events, priority is given to the City to reserve for groups or organizations not affiliated with Grantee.
- c.** If and when Fields 8 & 9 are not reserved, any individual or group outside of Grantee may use Fields 8 & 9 free of charge and in accordance to City Park Policies.

18. The Grantee shall not assign this agreement or sublet the premises without the express written consent of the City.

19. Failure to abide by any or all of the terms and conditions addressed in this agreement, as determined by the Director of the Parks and Recreation Department, shall result in loss of the use of fields 7, 8, & 9 by Grantee, up to and including termination of this agreement.

20. Grantee is required to pay all associated rental fees for use of Field 7. City will provide all field maintenance, including grooming, chalking and/or painting of base lines, batters boxes, bases, and pitching rubber.

The City or Grantee may terminate this agreement by providing written notice of said termination to the other at least thirty (30) days prior to the date of termination. The City reserves the right to terminate this agreement within seven (7) calendar days of written notice if the Grantee does not perform the terms and conditions of this agreement.

Dated and executed at Ames, Iowa, this 21st day of March, 2024.

The City of Ames, Iowa
Parks and Recreation Commission

By: _____
Chairperson

Ames Youth Baseball
Grantee

By: _____
President



Caring People ♦ Quality Programs ♦ Exceptional Service

TO: Keith Abraham, Director of Parks and Recreation

FROM: Staff

RE: Monthly Report March 2024

PARKS AND FACILITIES:

1. Staff started laying out soccer fields at North River Valley Park in preparation for the spring season.
2. Staff mowed prairie sections at Ada Hayden Heritage Park that are not conducive for prescribed fire.
3. Staff completed their scheduled park pruning in the parks for the season. The parks that were pruned over the past few months were Moore Memorial, Daley, Country Gables, Brookside, Stuart Smith, and Parkview. The tree pruning plan for the parks is to have each park tree pruned once every five years. This is the fifth year of the pruning cycle, and the plan will restart this fall.
4. In mid-April, staff will start prepping park restrooms and drinking fountains for use.

RECREATION PROGRAMS:

1. Staff hosted a Hiring Tailgate at the Homewood Clubhouse on Saturday, February 24 from 9am-12pm. All hiring Managers/Supervisors of the department participated in sharing job information to prospective candidates. This is the second-year staff offered this opportunity for people to learn about temporary and part-time jobs available within Parks and Recreation.
2. In February, there were 24 public skating sessions held at the Ames/ISU Ice Arena with a total attendance of 1,568 skaters. A total of 32 skaters attended 19 figure freestyle sessions and 166 skaters attended 15 stick and helmet sessions.
3. The Ames/ISU Ice Arena hosted the Mite Jamboree February 3-4, with 13 teams participating.
4. The Ames/ISU Ice Arena was the recipient of a U.S. Figure Skating Community Development Grant which provided \$2,000 to host a free skating event for the public on
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Our mission: To enrich lives by providing excellent parks, facilities,
and programs for current and future generations

Saturday, February 10. Approximately 275 people attended with 142 free hot dogs and soda being served. Ames Figure Skating Club, Ames Minor Hockey Association, and ISU Men's and Women's Hockey participated in the event by having booths onsite, providing giveaways, and teaching people how to skate.

5. A new six-week session of Fitness classes began February 12 with 515 registrations. Virtual and in-person attendance options are still being offered to meet the demand of participants.
6. Homewood Golf Course opened for the season on March 11. This is almost three weeks earlier than our normal opening date of April 1.
7. Homewood Golf Course completed its Euchre and Cribbage Leagues. Euchre had 24 participants/12 teams and Cribbage League had 9 morning participants and 14 evening participants.
8. The winter session of swim lessons at ISU Forker Pool concluded the week of February 18, which had a total of 123 registrations. The last session of swim lessons at Forker Pool began on February 13, 2024, with a total of 171 students.
9. On February 4, 2024, from 5:30 PM - 7:30 PM, a lifeguard hiring event was held at Forker Pool to allow interested candidates to apply, interview, take the lifeguard pre-skills, sign up for a certification class, and receive paperwork, all at once.
10. Start Smart Basketball for ages 3-5 completed in February at the Community Center Gym. Two sessions were held with a total of 37 participants.
11. February Auditorium events included the following:
 - a. Hope Lutheran Church held four worship services.
 - b. Parks and Recreation presented one concert as part of its "Fifth and Clark Fridays Series."
 - c. Iowa All State Speech Competition returned to the Auditorium.
 - d. Central Iowa Symphony held four rehearsals.
 - e. Story Theater held nine rehearsals and six performances of Anne of Green Gables.
 - f. Dancenter Dancer presented a community-based dance concert.
 - g. Cameron Gray held one film showing for his "We Glow in the Dark" series.

PROJECT UPDATE:

1. Staff started removing the playground at Lloyd Kurtz Park in preparation for a new playground which will be installed starting the week of March 25. The plan includes a new playground, swings, concrete playground border, and playground surfacing (Engineered Wood Fibers). The playgrounds at Country Gables Park and Christopher Gartner Park will be replaced as well in the next few weeks.

2. Amusement Restoration Companies, Burnet, Texas, has brush blasted the Lap Pool and the Lazy River at the Furman Aquatic Center as part of the basin repainting project. They will be completing the brush blasting of the Splash Pool the week of March 25. Once the brush blasting and clean up is completed, cracks will be repaired, and then painting will commence. The City has hired Water's Edge Aquatics, Overland Park, Kansas, to monitor, evaluate, and approve the various stages of the project to ensure it is completed according to specifications. Project will be completed prior to April 30.
3. Johnson Controls, Urbandale, Iowa, is waiting on all parts to be delivered before starting the Ames/ISU Ice Arena Compressor Overhaul project. The project was to be completed in December of 2023, however, there has been a delay in receiving the parts and components necessary to complete the work.
4. Staff completed the installation of the Motus Wildlife Tracking System Tower in the turf area adjacent the Hyde Avenue parking lot at Ada Hayden Heritage Park. The system will track migration patterns of tagged birds and the data will be used by the Iowa DNR and many other entities. The Friends of Ada Hayden Heritage Park paid for the equipment and will assist with downloading information from the system on a periodic basis and uploading it to the web.