## AMES PARKS AND RECREATION COMMISSION MEETING City Hall Council Chambers – 515 Clark Avenue Thursday, August 15, 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 July 18, 2024
- 3. Public Forum (For items not on the agenda)
- 4. Motion approving the Vintage Cooperatives of Ames Fitness Agreement for August 12, 2024 through December 31, 2025.
- 5. 2025-2030 Capital Improvement Plan Discussion
- 6. Project Updates
  - a. Fitch Family Indoor Aquatic Center
  - b. Steven L. Schainker Plaza
  - c. Mini Pitch
- 7. Monthly Report
- 8. Commission Member Comments
- 9. Next Meeting:
  - a. September 19, 2024, at 4:00 PM (Regular Meeting)
- 10. Adjournment

#### AMES PARKS AND RECREATION COMMISSION MEETING MINUTES

**DATE:** July 18, 2024

COMMISSION

PRESENT: Sarah Cady, Janet Rathe, Duane Reeves, Nathan Shimanek, Jeff White, and Jeff

Iles (via phone)

**ABSENT:** Debra Tapp

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

CALL TO ORDER: 4:00 PM

#### APPROVAL OF MINUTES FROM MAY 16 AND JUNE 20, 2024

Reeves moved, with a second by White, to approve the May 16 and June 20, 2024, meeting minutes. There was no discussion and no opposition.

Motion Approved.

#### **PUBLIC FORUM**

Richard Deyo (8th and Clark)

Deyo wanted to express to the Commission that he was cut off by Mayor Haila at the last council meeting and not allowed to speak regarding "the park across the street."

## MOTION APPROVING THE FRIENDS OF ADA HAYDEN HERITAGE PARK REQUEST TO WAIVE ENFORCEMENT OF PROHIBITION OF MOTORIZED VEHICLES IN ADA HAYDEN HERITAGE PARK

Abraham gave a brief history of the event and spoke about any changes. Staff recommends Alternative #1.

Rathe moved, with a second by Reeves, to approve Alternative #1 and recommend that the City Council waive enforcement of Ordinance 19.9 on Monday, September 9 (9 am - 7:30 pm) and Tuesday, September 10 (9 am - 3 pm) at Ada Hayden Heritage Park to allow the Friends of Ada Hayden Heritage Park to provide golf cart tours to mobility impaired individuals. No discussion. No opposition. Motion Approved.

### UPDATE REGARDING STEVEN L. SCHAINKER PLAZA ICE SKATING RIBBON (ATTACHED CITY COUNCIL STAFF REPORT)

Abraham explained issues with the ice skating ribbon concrete poured in December 2023. Abraham and Thompson inspected the ribbon in the spring and found the surface unacceptable. Staff met with Confluence (project leader and landscape architect), Henkel (general contractor), and Everything Ice (ice rink subcontractor). Abraham explained that two options have been presented,

- 1. Remove and replace the existing concrete.
  - Everything Ice could default on the project and a new subcontractor for the ice portion would need to be secured. It is uncertain if the new contractor would agree to use the equipment that has already been installed. Also, there is concern that a new pour may be of the same quality or worse.
- 2. Grind down the current rink's surface and apply a surfacing product.

  A mockup of the product was installed on the ice skating ribbon and staff did not find the product to be acceptable. No site superintendent from Henkle or manufacturer's representative was present for this application.

Staff feels that a concrete expert is necessary; Henkel does not agree. Staff asked the City Council for direction, and the Council directed staff to hire an expert to review everything and report back to Parks and Recreation and the Council with recommendations.

Reeves asked if the staff knew what coating the surface would do to the quality of the ice and if the cooling system could handle that option. Abraham stated all of that is unknown, and the manufacturer will not state that the coating is suitable for ice. The manufacturer has not put this particular series of chemical coatings on concrete. There will also be maintenance for sealing every three years and replacement in 15 years.

Iles asked who would pay for the expert, and Abraham stated that the cost would be the City's responsibility for now.

Rathe asked if Staff had seen other outdoor rinks done by Everything Ice. Abraham stated that the concrete was poured by a subcontractor working for Everything Ice. There were pour preparation meetings with representatives from all entities; several things were specified in these meetings. The representative from the concrete contractor was not present for the pour.

Abraham continued to explain that there are many layers here, but the Staff's conversations are with Henkel as the general contractor for this job. Henkel did conduct ground penetrating radar tests, and of the six areas tested, two had voids or honeycombing. The concrete strength test exceeded the parameters, but there are other concerns.

White asked about the standards for pouring slabs as opposed to ice rink slabs. Abraham stated that Everything Ice has expertise in this area, and their staff made some changes to the design. It was all based on a refrigerated slab.

Shimanek believes it is worth waiting two years for a good product if that is what must happen. Abraham informed him that staff from the City Manager on down are willing to wait if remove and replace is the direction chosen.

Rathe asked if we would use the same companies if we started over and if the design would be

modified. Abraham said we could redesign to have a greater chance at success.

Iles asked Abraham why it would take two years to complete. Abraham informed him there is a

potential that there could be bond companies, insurance companies, and contractors that would

all have to hammer this out. Abraham said he would keep the Commission up to speed on this

project.

**PROJECT UPDATES** 

Fitch Family Indoor Aquatic Center

As of Tuesday morning, three of the contractors were on site. Some aquatic piping is being laid before

footings can be poured and steel may go up in August.

Abraham informed the Commission that, so far, all the soil samples have been under the limit for

contamination, and there has been no groundwater seeping into dug holes. The most contaminated area

is in the northeast corner of the lot, and construction has not begun in that area.

Abraham also informed the Commission that there may be a Request for Proposal (RFP) done for solar

panels. This would be a separate project. So far, the facility is on schedule to open in the fall of 2025.

MONTHLY REPORT

Kort informed the Commission that we have hired Michael Lady as the Ice Arena Manager.

The Duck Derby information is out, and duck adoptions are available. The event will be on Monday,

September 2<sup>nd</sup> at 6:30 PM.

Thompson informed the Commission that hiring maintenance workers with four open positions is

ongoing. We will hire a maintenance supervisor once the maintenance worker positions are filled.

**COMMISSION MEMBER COMMENTS** 

Rathe informed Staff that she has been getting questions regarding the proposed splash pad in Daley Park.

Abraham said that many of the plans are ready to go, but we are waiting for an answer from the state regarding a waiver for the existing restrooms. Outdoor showers would still need to be constructed regardless of the State's decision on the restrooms. The goal is to have construction sometime next year.

**NEXT MEETING:** Thursday, August 15 at 4:00 PM (Regular Meeting)

**ADJOURNMENT:** Shimanek moved to adjourn the meeting at 5:15 PM

ITEM #\_\_\_\_4\_\_ DATE: 08/15/2024

#### **COMMISSION ACTION FORM**

SUBJECT: VINTAGE COOPERATIVE OF AMES FITNESS AGREEMENT

#### **BACKGROUND:**

Parks and Recreation (P&R) Public Wellness Manager, Nancy Shaw, was invited to speak at Vintage Cooperative of Ames (VCA) in January 2023. Based on VCA's resident feedback staff has worked with VCA leadership to offer 6-week Balance and Strength classes throughout the past year. It is the desire of the P&R and VCA to continue these class offerings.

The agreement is structured similarly to other agreements P&R has with other outside agencies to offer collaborative programs. The agreement is shown in Attachment A and includes the following highlights:

- City will provide one instructor for each of the six-week classes.
- City will conduct registration, collects all fees, and retain 100% of program fees.
- Fitness classes will be held at VCA.
- VCA must have a minimum of 10 registered participants per class.
- City will provide resistance tubing and VCA members will be responsible for additional equipment, if desired.
- Insurance is provided by City of Ames and VCA
- Each participant will sign a liability waiver

The only change to this agreement is the cost per class to match the current fee schedule.

#### **ALTERNATIVES:**

- 1. Approve the Vintage Cooperative of Ames Fitness Agreement for August 12, 2024 through December 31, 2025.
- 2. Do not approve the Vintage Cooperative of Ames Fitness Agreement.
- 3. Refer back to staff.

#### STAFF'S RECOMMENDED ACTION:

Parks and Recreation has many successful partnership programs which has contributed to providing a higher level of service than one agency could provide on their own. By offering fitness programs at the Vintage Cooperative of Ames property, it will provide members the opportunity to engage in fitness and wellness activities that they may not otherwise have access to at alternative locations.

Therefore, staff recommends Alternative 1; to approve the Vintage Cooperative of Ames Fitness Agreement for August 12, 2024 to December 31, 2025.

#### **FACILITY USE AGREEMENT**

THIS Agreement is effective from August 12, 2024 to December 31, 2025, by and between the City of Ames, with offices at 515 Clark Avenue, Ames, Iowa 50010 (hereinafter called "THE CITY"), and Vintage Cooperative of Ames., with offices at 5900 Hyde Ave., Ames, Iowa 50010 (hereinafter called "VINTAGE COOPERATIVE OF AMES").

#### **WITNESSETH THAT:**

WHEREAS, VINTAGE COOPERATIVE OF AMES desires professional services from THE CITY consisting of fitness instruction for Vintage Cooperative members (hereinafter referred to as "SERVICES"); and

WHEREAS, in recognition of THE CITY providing wellness services to VINTAGE COOPERATIVE OF AMES members, THE CITY can offer fitness classes at the VINTAGE COOPERATIVE OF AMES facilities for their members.

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

#### FIRST: ENGAGEMENT OF THE CITY

VINTAGE COOPERATIVE OF AMES retains THE CITY to act for and represent it in all matters involved in the performance of the SERVICES, subject to the terms, conditions, and stipulations as hereinafter stated.

#### SECOND: PROJECT DESCRIPTION

The City of Ames, through its Parks and Recreation Department, offers fitness classes specifically tailored to Vintage Cooperative of Ames members. Vintage Cooperative of Ames is a senior housing cooperative for individuals aged 55 plus. Vintage Cooperative has appropriate facility space which can be used for fitness classes for members.

VINTAGE COOPERATIVE OF AMES agrees to make its facility available to THE CITY for conducting fitness classes that are available to their members as follows:

- 1. August 12, 2024 through December 31, 2025
  - a. Balance and Strength classes, and other fitness classes as agreed upon by City of Ames and Vintage Cooperative of Ames.
  - b. Class sessions to be 6-weeks in length.
  - c. Minimum of 10 registered participants per class.

The parties agree that the members of Vintage Cooperative of Ames will complete the appropriate registration paperwork and pay the class fee prior to participating in the class.

#### FOURTH: PAYMENT

VINTAGE COOPERATIVE OF AMES members who wish to participate shall register for the classes and make payment to THE CITY prior to each class session. The fee for each VINTAGE COOPERATIVE OF AMES member shall be the current rate for Fitness Classes within the City's Fees and Charges Schedule.

#### FIFTH: <u>INDEPENDENT CONTRACTOR</u>

THE CITY represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with VINTAGE COOPERATIVE OF AMES. THE CITY, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of VINTAGE COOPERATIVE OF AMES by reason of this Agreement.

#### SIXTH: <u>INDEMNIFICATION</u>

Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful actions or omissions of the other party, employees, agents or contractors performing under this Agreement.

#### SEVENTH: <u>INSURANCE</u>

THE CITY agrees, at its sole cost and expense, to obtain and keep in force throughout the term of this Agreement, the following insurance coverages and policies:

- Commercial General Liability providing no less than \$1,000,000 combined single limit of liability per occurrence/\$2,000,000 Aggregate.
- Worker's Compensation in including Employer's Liability, covering injury to or death of employees as provided in laws of the State of Iowa.

THE CITY shall provide a certificate of insurance naming VINTAGE COOPERATIVE OF AMES as an additional insured. VINTAGE COOPERATIVE OF AMES shall provide THE CITY a certificate of insurance naming THE CITY as an additional insured.

#### EIGHTH: <u>FACILITIES MAINTENANCE</u>

VINTAGE COOPERATIVE OF AMES agrees, at its sole cost and expense, to maintain the facility and fitness equipment in a safe and clean condition.

#### NINTH: <u>TERMINATION</u>

This Agreement may be terminated by either party hereto upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

#### TENTH: <u>NONWAIVER</u>

No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permitted assigns, in the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

#### ELEVENTH: <u>NOTIFICATION</u>

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

emed sufficiently served if served by I	Registered Mail addressed as follows:
TO THE CITY:	City of Ames 515 Clark Ave Ames, IA 50010 ATTENTION: Director of Parks and Recreation
TO VINTAGE COOPERATIVE OF	AMES

#### TWELFTH: <u>APPLICABLE LAW</u>

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

#### THIRTEENTH: <u>EXTENT OF AGREEMENT</u>

This Agreement represents the entire and integrated agreement between THE CITY and VINTAGE COOPERATIVE OF AMES and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this project.

IN WITNESS WHEREOF, this Agreement has been executed by THE CITY and VINTAGE COOPERATIVE OF AMES, effective from the day and year first written above.

#### **CITY OF AMES**

By
Chair of Parks and Recreation Commission
DATE
VINTAGE COOPERATIVE OF AMES
By
Vintage Cooperative of Ames
DATE

# CITY OF AMES PARKS AND RECREATION DEPARTMENT CAPITAL IMPROVEMENT PLAN (CIP) TIMELINE

Aug 2024	CIP instructions and last year's CIP sheets sent to departments		
Aug 15, 2024	Discuss Process with Parks and Recreation Commission		
Sept 2024	Public Input meeting		
Sept 19, 2024	Share public input with Parks and Recreation Commission		
Oct 2024	City Manager tours CIP projects with departments		
Oct 17, 2024	Parks and Recreation Commission provides final direction to staff		
Nov 18, 2024	Deadline for completing edits/uploading documents		
Dec 5, 2024	Parks and Recreation Commission meet with City Manager		
Early Jan 2025	Final decisions/CIP to Print Shop		
Jan 21, 2025	Initial CIP review by City Council		
Jan 28, 2025	CIP public hearing by City Council		
Feb 11, 2025	Approval of CIP by City Council		
Spring 2025	Final CIP printed and distributed		



Caring People ◆ Quality Programs ◆ Exceptional Service

**TO:** Keith Abraham, Director of Parks and Recreation

**FROM:** Staff

**RE:** Monthly Report August 2024

#### **PARKS AND FACILITIES:**

- 1. Staff prepared softball fields and sand volleyball courts for the final time to complete the summer season.
- 2. Four Maintenance Worker candidates accepted positions with the department in late July. The tentative plan is for them to start working the week of August 19.
- 3. Three staff members attended a weeklong seminar at the West Des Moines Rec Plex hosted by the US Ice Rink Association. Educational sessions included instruction on ice maintenance practices, ice compressor maintenance, and ice painting.
- 4. Staff received word in late June from Iowa State University Department of Entomology that a sample of mosquitoes tested positive for West Nile Virus (WNV) at Emma McCarthy Lee Park. Since then, staff has been conducting additional fogging applications throughout the week at the park. Fogging will continue until the threat of WNV is reduced, typically in late September.
- 5. The Ames Pickleball Club is donating \$15,000 for a shelter adjacent the pickleball courts in Emma McCarthy Lee Park. The shelter will provide shade and serve as a check-in area for tournaments and leagues.
- 6. Windscreens purchased by the Ames Pickleball Club were installed at the Emma McCarthy Lee Park Pickleball Courts by Parks and Recreation staff.

#### **RECREATION PROGRAMS:**

- 1. In July, there were 17 public skating sessions held at the Ames/ISU Ice Arena with a total attendance of 362 skaters. A total of 134 skaters attended 14 figure freestyle sessions and 143 skaters attended 20 stick and helmet sessions.
- 2. Homewood Golf Course had 3,878 rounds played in July.
- Couples/Pairs Golf League at Homewood Golf Course ended August 13, with a total of 14 couples/pairs participating.

- 4. Men's Golf League ended August 19 at Homewood Golf Course, with a total of 18 teams/36 players.
- 5. Youth Golf League at Homewood Golf Course ended August 7, with a total of 19 registered participants.
- Furman Aquatic Center hosted its first Christmas in July event on July 25. This event offered games, prizes, and an appearance from Santa. A total of 198 people attended the event.
- 7. Furman Aquatic Center summer swim lessons ended in August, with a total of 493 registrations.
- 8. Miracle League of Ames Fall Season begins on Saturday, August 17 at Miracle Park. Currently there are 36 athletes registered.
- 9. Registrations for adult programs for this fall are shown below:

Program	2024	2023	2022	2021
Sand Volleyball	28 teams	32 teams	30 teams	35 teams
Softball	23 teams	31 teams	31teams	29 teams

- 10. A six-week session of virtual and in person fitness classes ended on August 4, with 15 and 314 participants, respectively.
- 11. Aqua classes concluded at Furman Aquatic Center in August with 105 registrations.
- 12. The Auditorium in July hosted Lutheran Church of Hope services, Friends of Ames Strings Recital, Co'Motion Dance recital, and rehearsals for the Central Iowa Symphony.

#### PROJECT UPDATE:

- 1. Staff completed the installation of a new playground, concrete playground border, and engineered wood fibers at Christopher Gartner Park in late July. Staff also completed removing the old playground and seeded the area to turf.
- The Engineer's cost opinion for the Agility Course at Carr Park exceeds the funding available. Staff are looking at options and will be asking City Council for direction at its August 27 meeting.
- 3. The Community Center Gym Flooring will undergo a refinishing project September 9-13 which will include sanding, new lines, and replacement of boards. This project will result in a closure of the gymnasium and weight/cardio room September 9-15 to allow for appropriate cure time once the project is completed.
- 4. The Community Center Weight Room equipment was upgraded in July with 16 brand new pieces of strength equipment. One piece of equipment is on back order and will arrive in October 2024. This new equipment will serve the public, personal training clients, and fitness classes.

- 5. Parks and Recreation Administration Office is undergoing renovations which includes new flooring, painting, and restroom upgrades. The restrooms will be converted to universal restrooms and designed to meet ADA requirements. This project is expected to be completed this fall.
- 6. A portion of the multipurpose space on the second floor of City Hall which has previously been used for Parks and Recreation gymnastics and tumbling programs is being renovated to create office space for new positions within the City. Through the renovation of the Parks and Recreation Administration Offices, new flooring and storage has been added to the Activity Room to be able to serve as the new location for gymnastics and tumbling. Taekwondo has been using this space since 2023 and will continue to share the space with gymnastics/tumbling. The portion of multipurpose space where fitness and dance classes are conducted is unaffected and these classes will remain at City Hall.