

CITY OF IONE
IONE, CA 95640



PARKS AND RECREATION COMMISSION

Sheldon Windley, Chairman

Fern White, Vice Chairman

Angie Avila, Commissioner

Dan Traxler, Commissioner

Demi Wright, Commissioner

Tuesday, May 23, 2023

Ione City Hall

1 E. Main Street, Ione, CA 95640

City Council Chambers

6:00 PM

THIS MEETING WILL BE AVAILABLE VIA ZOOM:

Join Zoom Meeting

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**THE CITY OF IONE IS A GENERAL LAW CITY DEDICATED TO
PROVIDING LEADERSHIP, ACCOUNTABILITY, AND FISCAL
INTEGRITY WHILE PROMOTING ECONOMIC OPPORTUNITIES AND
MAINTAINING A HIGH QUALITY OF LIFE FOR OUR CITIZENS**

PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES
California Government Code Section 54954.3

The Ione Park & Recreation Commission welcomes, appreciates, and encourages participation in their Meeting. The Park & Recreation Commission reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as it may deem necessary.



Full staff reports and associated documents are available for public review at the Office of the City Clerk, City Hall, 1 E. Main Street, Ione, CA. Hard copies may be obtained for \$3.60 for pages 1-5 and \$.45 for each additional page. Documents that are not available when the agenda is posted will be made available for public review at the meeting.

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. APPROVAL OF AGENDA

E. PUBLIC COMMENT

EACH SPEAKER IS LIMITED TO 4 MINUTES.

NOTE: This is the time for members of the public who wish to be heard on matters that do not appear on the Agenda. Persons may address the Park & Recreation Commission at this time on any subject within the jurisdiction of the Park and Recreation Commission.

*Please be mindful of the **4 minute time limit per person**. Pursuant to the Brown Act, the Park & Recreation Commission may not take action or engage in a detailed discussion on an item that does not appear on the Agenda. However, matters that **require Commission action will be referred to staff for a report and/or recommendation for possible action at a future Commission meeting**. Is there anyone in the audience who wishes to address the Commission at this time?*

F. PRESENTATIONS/ANNOUNCEMENTS/INFORMATION:

1. Stakeholder's Workshop Flyer*
2. ACRA Information Update
3. Amador County Girls' Softball Association

G. CONSENT AGENDA:

1. Parks and Recreation Meeting Minutes for January 24, 2023; February 28, 2023; April 25, 2023*

Recommendation: By motion approve the Minutes.



H. REGULAR AGENDA

1. FY 23-24 DRAFT Operating Budget and Capital Improvement Plan*
Recommendation: Receive update on Parks and Recreation Budget and Parks Operations Spreadsheet, for information only.
2. ACRA Pool Agreement Review*
Recommendation: By motion, recommend approval to the City Council for the City Manager to execute the 2023 Pool contract with ACRA.
3. Ed Hughes Memorial Arena
 - A. Ed Hughes Memorial Arena Operations Update*
Recommendation: Receive update on the current procedures of the Ed Hughes Memorial Arena, for information only.
 - B. Ed Hughes Memorial Arena Future Plans*
Recommendation: Receive information on the future ideas for the Ed Hughes Arena, for discussion.
4. Walking Trails – Endorsement of Citywide Walking Project*
Recommendation: Discuss opportunities of Citywide walking trails, for staff direction.
5. Community Garden Park Location*
Recommendation: Receive report on possibility of Community Garden, for information only.

I. COMMISSION MEMBER REPORTS

J. ADJOURNMENT TO JUNE 27, 2023

ADA COMPLIANCE STATEMENT

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, Janice Traverso at 209-274-2412. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.



What do *you* want to see at
your local park?

YOU'RE INVITED!

PUBLIC MEETING

Come discover what's in store for the
Charles Howard Park Master Plan
and share your ideas with us!
Help us shape the future of our park!

JUNE 8, 5:30-7:30 PM

Evalynn Bishop Hall
600 S. Church Street
Ione, CA 95640

For more information,
please contact Jordan
Doerksen at City Hall
(209) 274-2412 x110 or
jdoerksen@ione-ca.com



*This meeting will NOT be available via Zoom. If
you wish to participate, please attend in person.**

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AGENDA ITEM #G1

CITY OF IONE PARKS AND RECREATION COMMISSION MEETING MINUTES **Meeting of January 24, 2023**

Chairman Windley called meeting to order at 6:00 PM

A. ROLL CALL:

Present: Sheldon Windley, Chairman
Fern Day, Vice Chairman
Angie Avila, Commissioner
Dan Traxler, Commissioner
One Absent

Staff: Michael Rock, City Manager
Jordan Doerksen, Executive Assistant to City Manager
Kasey Guevara, Administrative Analyst

B. PLEDGE OF ALLEGIANCE:

Chairman Windley led the Pledge of Allegiance.

C. APPROVAL OF AGENDA:

It was moved by Commissioner Traxler, seconded by Commissioner Day to approve the agenda.

AYES: Windley, Day, Avila, Traxler

NOES: None

ABSENT: None

ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS: None

E. PUBLIC COMMENT: None

F. PUBLIC HEARING: None

DISCUSSION ITEMS:

For the record: Action minutes provide the necessary documentation of Parks and Recreation Commission action. Audio recordings are retained for those desiring more detail on particular agenda item discussions. These audio recordings provide an accurate and comprehensive backup of City Council deliberations and citizen discussions.

G. REGULAR AGENDA:

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- Michael Rock: Before Master Plan is adopted by the Council, the City still needs to work with the school district and the cemetery to determine where property lines are to ensure all activities at Howard Park are happening on City property.
- Commissioner Avila: Asks how long the property lines will take to figure out. Michael Rock: Responds stating that it depends on if it is a lot line adjustment or transfer.
- Commissioner Avila: Asks if the City has started these discussions with the other entities. Michael Rock: Responds stating that he has talked with the school but not the cemetery yet. Need to clarify the lot lines with all of the entities. Reiterates that the City needs to ensure the plans for Howard Park actually happen on City property.
- Michael Rock: Hoped to have had a large draft picture of what is in Howard Park currently and a proposed draft on what could be there. Does not have it tonight but would really like to have it by the next meeting. Would like to have the draft map with the three softball fields, parking lot and access road along with existing activities in the park and proposed activities. Point of the meeting for tonight is to get input on what is desired for Howard Park.
- Michael Rock: Discusses how the launch of the website will make getting community input much easier through the use of surveys, comments, and data that can be relayed back to the Commission, Council and staff. In a month or two will discuss the other parks, but would like to do one thing at a time. Addresses additional staff support for the commission.
- Commissioner Traxler: Asks if there will be discussion on items that need to be removed from the park. Michael Rock responds with yes but no more trees.
- Commissioner Traxler: Responds with thinking more along the lines of a great big tank.
- Michael Rock: Responds saying the City is working on that but needs to get permission from PG&E.
- Commissioner Day: Asks if the City is working with an architect on these plans. Michael Rock: Responds saying that the City is working with one.
- Commissioner Day: Asks if it is possible for them to draw up the technicalities of the softball fields.
- Michael Rock: Responds that yes, they can and that the whole softball proposal will be included in the Master Plan
- Commissioner Day: Asks what the status is on the caretaker.
- Michael Rock: Responds that that the caretaker is there and is working with the city. She is in the process of moving into the park but has been delayed due to her father's illness but that she will be here.
- Commissioner Day: Noticed error in the meeting minutes of the Council meeting under background for the Disc Golf contract. Reads the background information that states, "The Parks and Recreation Commission at their October 25, 2022, meeting recommended approval of this Agreement on a unanimous vote." States that the date is wrong and that there was no meeting that day.
- Michael Rock: Responds that there was a meeting they just didn't have a quorum.
- Commissioner Day: Responds saying that it says the Commission voted unanimously but they didn't have a quorum.

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- Michael Rock: Responds saying he will have to check which meeting.
- Commissioner Day: Responds back saying this is the meeting where there wasn't a quorum. States the contract was brought to the October 25, 2022 meeting however there was no quorum so there was no vote. Not saying that they can't approve it but the statement is wrong.
- Michael Rock: Responds saying that he understands, and that the background was just for informational purposes and that the document that Commissioner Day has, has already been approved by the Council. States there is no action the City is asking the Commission to take on that item.
- Commissioner Traxler: Clarifies that the document was approved in spite of the Commission never seeing it.
- Commissioner Day: Responds saying that it says the Parks and Recreation Commission approved it by a unanimous vote.
- Michael Rock: States he will check on that.
- Commissioner Traxler: States that he has a comment about the El Dorado Disc Sports Foundation. Asks if the Council is aware that they're out of compliance with the Department of Justice.
- Michael Rock: States that they are working on being back in compliance with it. Discussed it with them and that it's a minor paperwork error.
- Councilmember LaFayne: Says that she looked into the issue as well and says that they were incorporated in 2017 and then failed to file any documentation for five years until they were cited and issued a certificate of penalty and then three days later they filed their statement of information.
- Commissioner Traxler: States the 2020 is still not in compliance and the 2021 is under review. They are short some paperwork for 2020. Michael Rock: Responds saying that yes, they are but that she is aware of it.
- Councilmember LaFayne: States that she has a lot of questions about entering into an agreement with El Dorado Disc Sports Foundation. We entered into a contract with them. We did not enter into a contract with the Angler Association. Asks if she is here tonight. Continues how they tie a for-profit group under their charitable veil.
- Michael Rock: States the agreement was already approved by the Council so it is not on the Agenda for discussion tonight
- Councilmember LaFayne: States that she will bring it for a review.
- Michael Rock: Responds that Councilmember LaFayne can bring the contract for review at City Council but that the contract has already been approved. The point of the meeting was to discuss the Master Plan.
- Councilmember LaFayne: Replies that the course is included in the Master Plan and that the map is missing in the agreement and that it was pulled at City Council and that there are no map or boundaries attached to the contract at this time.
- Michael Rock: Responds that that is correct.
- Commissioner Traxler: Asks what is going to happen in 2025 when the school district eliminates the elementary school. Discussion continues on what would happen with the property with understanding that it cannot be sold to a developer.

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- Michael Rock: Responds that the City would be able to control the zoning.

1. Appointment of Chairman and Vice Chairman:

Nomination of Sheldon Windley for Chairman made by Fern Day and seconded by Dan Traxler

AYES: Day, Avila, Traxler

NOES: None

ABSENT: None

ABSTAIN: Windley

Nomination of Fern Day for Vice Chairman made by Dan Traxler and seconded by Sheldon Windley.

AYES: Windley, Avila, Traxler

NOES: None

ABSENT: None

ABSTAIN: Day

2. Howard Park Discussion Items:

a. Master Plan Update

- Michael Rock introduces Howard Park Master Plan update for community input and discussion for priorities in the development of Howard Park. Purpose to formulate ideas for a new Master Plan that can be presented to the Commission for approval to send to the Council for Council approval where these projects can start moving forward in terms of funding and construction

i. Disc Golf Course

- Michael Rock: New agreement with Disc Golf Course that the City Council approved in December 2022. Disc Golf group will continue to use the course and continue to maintain it with the City's permission.

PUBLIC COMMENT:

- Lee Lockhart: Introduces himself as the president of Amador Chain Anglers and constructed the disc golf course at Howard Park. Believes at one of the previous Parks and Rec meetings that the Commission did recommend strongly that the ACA form a contract and accepted the premise of forming a contract and taking it to City Council. Came to four canceled Parks and Rec Commission Meetings and thinks that's why the contract just went to City Council at the end of the year. Continues to explain the maintenance being done for the course and that the course is becoming popular especially on weekends. Goal was to provide something for the community not to create a rift. Expresses his passion for the sport and introducing it to others. Explains the



growth of disc golf. Continues on explaining how he met with Deputy Superintendent Jared Critchfield out on the School Property back in March and he was in 100% agreement with the project and thought a disc golf course on the school property was a great thing. Created an MOU and submitted it to Jared Critchfield where it is supposed to go to an ACUSD meeting to approve the MOU to play disc golf on the school property now that there is a contract with the City.

- Commissioner Traxler: Asks what kind of entity Amador Chain Anglers is.
- Lee Lockhart: Responds that they are a local club.
- Sharon Keoppel: Founder of El Dorado Disc Sports addresses current status with the DOJ. States that she has some catch-up to do and that they are still a recognized entity and have not been sanctioned. Starts discussing why she started this organization and gives background on what the organization does for the community. Reiterates that there won't be any for-profit entity running anything at Howard Park
- Commissioner Traxler: Responds that Amador Community Foundation may be a good resource for her and that he can give her their contact information. Income is low but expenses were high for 2020 report. Asked how they get their funding.
- Sharon Keoppel: Responds that they hold tournaments, have sponsors, receive donations.
- Commissioner Traxler: Gross income was \$7,000 and expenses were \$27,000 doesn't understand how that happened.
- Sharon Keoppel: Would like to get the help from Commissioner Traxler but the person who had the expertise is no longer with the organization. Understands the other issues with the City. Will be happy to answer questions.

PUBLIC COMMENT:

- Individual from Lockeford: Expresses support for disc golf
- Julie from Rancho Cordova: Expresses support for the disc golf course
- Jason B.: Expresses support for the disc golf course
- Michael Garcia: Expresses support for disc golf course
- Kim: Expresses support for the disc golf course and talks about the economic benefits for the City the course provides when people come down to play on it.

ii. BMX Track Project and Freestyle Pump Track



- Michael Rock: BMX is open for discussion to be in the Master Plan. Freestyle track has been discussed in the past with the Commission and the community

PUBLIC COMMENT:

- Mayor Rhoades: Discusses why he voted “no” on the Disc Golf contract. Didn’t go through Parks and Rec and it is located on school property which it shouldn’t be. Discusses how he worked to clear the BMX track but was then required to stop for doing too much. Doesn’t mind the disc golf course but would like to rebuild the BMX track in memory of Donny Tillery. Supports the disc golf course but it should not be impeding on BMX track.
- Councilmember LaFayne: Asks who gave approval to add additional baskets to the disc golf course.
- Lee Lockhart: Responds saying he received verbal permission.
- Councilmember LaFayne: Responds that it’s still City property so the verbal permission alone isn’t enough. Encroached on BMX track. The additional baskets should have gone through Council.
- Michael Rock: Reiterates that the point of the Master Plan is to establish the boundaries of activities in Howard Park.
- Lee Lockhart: States he has the original disc golf map from 2014 that went to Council and that the expansion of the disc golf course hasn’t encroached. Ed Pattinson approved breaking ground for the disc golf course and never requested getting a contract.
- Renee Hansen: Speaking on behalf of the Donny Tillery Memorial BMX track group. Proposes the track be rebuilt at the park and how it is currently in the 2010 Master Plan. Wants to have a contract with the City so that the track is maintained similar to the contracts with soccer and baseball. Continues discussing other benefits of the park.
- Charles Dudley: With the Amador/Skateboard BMX Facebook group. Other people outside the area that are interested in this proposed track. Expresses support for creating a professionally built BMX track. No reason BMX and disc golf can’t coexist. Stresses how nothing in the park is finalized. Asks Michael Rock if the disc golf course is finalized. Open to working with everyone and hopes everyone will work with them.
- Michael Rock: Responds not until the Master Plan is updated then everything would be finalized.
- Public Comment: Individual from Tuolumne County expressing support for disc golf and states that he helped Lee Lockhart build the disc golf course. Thinks those two entities can’t be next to each other
- Commissioner Windley: Closes this topic



iii. Pickleball Court/Tennis Court Resurfacing

- Lots of inquires about pickleball and the tennis courts. Adds background regarding fallen trees in Howard Park as a result of the recent storms.
- Commissioner Traxler: Introduces the topic saying he is still working with the group that installed the tiles in the basketball court. Trying to find the right tiles to install on the court to add the ability to play pickleball. Discusses the original \$25,000 cost to install the original tiles on the court.
- Commissioner Day: Asks if the tiles are removed can we just have concrete.
- Michael Rock: Responds asking if the Commission would like to see a Master Plan that has a separate basketball court in Howard Park and then have a pickleball/tennis court.
- Commissioner Traxler: Responds saying he would like a separate pickleball court in the area where the horseshoe pit used to be
- Michael Rock: Responds to this discussion stating there needs to be a stakeholder working group. Where they're able to sit down and look at the entire Master Plan and activities. Would need to talk about traffic control and parking. Will have a special working group meeting.
- Commissioner Day: 6 months ago, or more than 6 months ago there was going to be a stakeholder's discussion but it never went forward. Add someone from the Donny Tillery track group to the identified group of stakeholders.
- Michael Rock: Responds that everyone representing the various activities in Howard Park will be there.
- Discussion continues on where the meeting should be held and having the architect attend the meeting. Map will be included in the working group

PUBLIC COMMENT:

- Larry Rhoades: Basketball or pickleball court could be placed on the property at what he believes is Castle Oaks and Shakeley Lane behind two houses. City will have to maintain the location anyway. Parking would be an issue. Commission continues discussing other possible locations.
- Michael Rock: Need to discuss other parks as well before Master Plan is complete because that may impact what goes in Howard Park.

b. Committee for Soccer, Baseball, Softball



- Michael Rock: Need to talk to both of these groups to discuss their schedules. They would be part of the working group.
3. Train Depot Park Update
- Michael Rock: Deadline to submit a bid would be January 30, 2023. Try to get to the City Council by February 7th to award a contract to finish the park. Not sure if bids have come in. Only the City Clerk would know. We can't open them ahead of time. Definitely going to get some bids. There will be a parking lot, public restrooms, finish the playground, irrigation, landscape and the walkways. Next step after Howard Park Master Plan is looking at all the other parks in the City.
 - Discussion continues about amenity ideas at other parks
4. Development Funding Accounts Balance
- Michael Rock: Introduces this item. \$1,000,000 in impact fees with \$200,000 encumbered. Probably for the Train Depot Park. Specific uses. Money could be used for Howard Park but Council would have to approve it. Collecting more money every year.
 - Discussion continues on specifics of allocation of Development Impact Fees.
 - Commissioner Avila: Asks whether it's possible for the Parks and Rec Commission to have their own budget item. Wants to see their own budget.
 - Michael Rock: Responds saying that Parks and Facilities has their own budget so it can't be used just for anything. Believes he can do what Commissioner Avila is requesting though. Can separate out the facilities. Make a note that when budget is presented to Council that parks activity is separated out.

H. COMMISSION COMMENTS/FUTURE AGENDA ITEMS:

Councilmember LaFayne:

- Start looking onto grants for next year for park maintenance and preservation.

Commissioner Day:

- Would like stakeholder's meeting to happen before next Parks and Rec Meeting
- Update on Howard Park Master Plan
- Update on Train Depot Park

Commissioner Windley:

- Train Depot Park bid update
- Results of Stakeholder's meeting

Commissioner Traxler:

- Pickleball resurfacing

I. ADJOURNMENT:

Adjourned by Chairman Windley.

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Respectfully submitted,

Kasey Guevara
Administrative Analyst



AGENDA ITEM #G1

CITY OF IONE PARKS AND RECREATION COMMISSION MEETING MINUTES **Meeting of February 28, 2023**

Chairman Windley called meeting to order at 6:00 PM

A. ROLL CALL:

Present: Sheldon Windley, Chairman
Fern Day, Vice Chairman
Angie Avila, Commissioner
Dan Traxler, Commissioner
Demi Wright, Commissioner

Staff: Jon Alfred, Chief of Police/Acting City Manager
Chris Hancock, Finance Manager
Jordan Doerksen, Executive Assistant to City Manager
Kasey Guevara, Administrative Analyst

B. PLEDGE OF ALLEGIANCE:

Chairman Windley led the Pledge of Allegiance.

C. APPROVAL OF AGENDA:

It was moved by Commissioner Traxler, seconded by Commissioner Wright to approve the agenda.

AYES: Windley, Day, Avila, Traxler, Wright

NOES: None

ABSENT: None

ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS: None

E. PUBLIC COMMENT:

- Renee Hansen: Encouraged to see the Stakeholder's meeting proposed on the agenda and looking forward to working with the Commission, Council and the City in getting the BMX track reestablished for the kids of Amador County.
- Lee Lockhart: Excited to see the Stakeholder's meeting on the agenda. Update on disc golf course: four large bags of trash cleaned up from the trash cans on the disc golf course. Indicative of how much people use it. Thanks and compliments City on the work done at Howard Park cleaning up the area by the disc golf course.

F. PUBLIC HEARING: None



DISCUSSION ITEMS:

For the record: Action minutes provide the necessary documentation of Parks and Recreation Commission action. Audio recordings are retained for those desiring more detail on particular agenda item discussions. These audio recordings provide an accurate and comprehensive backup of City Council deliberations and citizen discussions.

G. REGULAR AGENDA:

1. Howard Park Discussion Items:

a. Master Plan Update/Stakeholder's Meeting

- Jon Alfred introduces City Engineer Jonathan Mitchell to give the update on the Master Plan.
- Jonathan Mitchell: Jon Alfred has directed Howard Park Master Plan to the top of the list of priorities for the City Engineer. Worked with staff to organize the Stakeholder's meeting for March 23, 2023. Meeting originally moved from EB Hall and now to be held in Council Chambers. Staff is working on advertisements for this event. Excited about the level of interest and engagement from the community for this event. High level overview on what the collaboration with the public will look like for this meeting and going forward.
- Chairman Windley: Asks if there will be enough room in the Chamber to hold the stakeholder's meeting.
- Jon Alfred: Answers the City will do everything they can to hold the meeting in the Chambers and the reason it can't be done at EB Hall is due to lack of internet connection or infrastructure out there so holding a Zoom component would not be possible.
- Commissioner Traxler: Probably one of the areas we would want to look at on the Master Plan. Jon Alfred: Absolutely. All about it.
- Commissioner Day: Possibility to hold the meeting in VFW Hall?
- Jon Alfred: Would have to talk to them about that and see. Problem again is that we do not have any portable equipment for Zoom. Issues with last town hall trying to run it off a laptop because the webcam wasn't enough to encompass the room but can still look into it.
- Commissioner Day: Understands the technology but doesn't think everyone is going to fit in the Council Chambers.
- Commissioner Traxler: Last Council meeting maybe 1 to 2 months ago the Chamber was packed. Jon Alfred: Exceeded the maximum 55 number of people for the room.
- Jon Alfred: City can do it's best to accommodate people. Can cycle people through or those that are waiting can log right on to Zoom in order to participate in that meeting actively.



2. Ed Hughes Memorial Arena Update

- Jon Alfred: Introduces Kathy Van Steyn to give an update on Ed Hughes Memorial Arena
- Kathy Van Steyn: Placing flyers for the arena in Sacramento and Amador Counties. Plans to put them in Calaveras and San Joaquin Counties as well. Channel 31 contacted to do segments on the arena and stables. Scheduled next week for their first visit. Arena has a Facebook page of events and daily updates. Price is \$10 per rider and number of riders in a given day can range from 1-20. Rainier days more people take advantage of the covered arena. Average number of riders is 5-10 per day. Weekends March through June are booked for events and clinics so it's filling up quickly. Marketing the arena has consisted of calling, emailing, messaging, and meeting in-person with potential renters. Some of the work being done for and around the arena consists of mowing, trimming trees, cleaning-up branches from recent storms, water drainage, water truck repair, keeping equipment clean and maintained, grooming of the arena, pick-up and cleaning around the arena and surrounding areas. Looks forward to attending future parks and recreation meetings. Asks if there are any questions.
- Commissioner Day: Asks if Kathy Van Steyn is living on site?
- Kathy Van Steyn: Responds that she isn't. Camping trailer parked out in Howard Park is used as an office. Events on the weekend able to stay overnight in the camping trailer.
- Commissioner Avila: Free days are listed in the contract. Asks Kathy Van Steyn if she has used any of her free days.
- Kathy Van Steyn: Offered them to a couple people but they have not accepted. Has not used any of her free days. Clinic coming up on March 11 and March 12 but not sure if she's going to utilize those days or not.
- Commissioner Avila: Mentioned that Kathy Van Steyn posts on Facebook. Asks if she also has a website for individuals that don't have Facebook. Kathy Van Steyn: States she does not. Knew City was working to get the arena on the City Website so didn't do anything with it. Did research on own to see how to go about that maybe GoDaddy.com or something similar to get the website up. Explains the flyers in businesses are used to advertise the arena for those that don't use Facebook.
- Jon Alfred: City is currently getting ready to switch over to the new website and the plan is to have a page dedicated to the arena.
- Commissioner Avila: Asks if there have been any cancellations at all out at the arena.
- Kathy Van Steyn: One day given to a friend was a cancellation because there were only two or three participants so didn't make sense to use whole arena. Transitioned to open ride.
- Commissioner Avila: Clarifies that there was no contract.
- Kathy Van Steyn: No contract because it was a free day of hers.



- Commissioner Traxler: Asks how Kathy Van Steyn is keeping track of the financials.
- Kathy Van Steyn: Does not have access to financials. Doesn't do paybox. City takes care of it.
- Chris Hancock: Points out financials in the Agenda packet that contains current revenues and expenditures at this time and was updated on February 28, 2023. General ledger needs to be updated still. City staff is tracking the financials.
- Commissioner Traxler: Comments that it does not look like a lot of money drops in the box.
- Chris Hancock: Minor events in financial reports is revenue from arena day use. Anything under a certain amount of money.
- Discussion of costs cut-off for major vs. minor events
- Kathy Van Steyn: Adds that January event was supposed to be Walt Rodman who was contracted to do roping but due to the weather it was cancelled. January as a whole was completely cancelled and was a huge loss.
- Commissioner Day: Wondering if there were changes to Kathy Van Steyn's contract. Thought it was discussed that she would live on site and be a 24/7 presence. Option A in contract and believed that's what Kathy Van Steyn was doing. Looks like she's doing Option B.
- Kathy Van Steyn: Not doing option A or B. Explains father is living with her now so circumstances have changed.
- Commissioner Day: The contract can be changed but wants to make sure the Commission has the right contract.
- Discussion continues on Kathy Van Steyn's caretaker duties she does during the day and the internet access availability out by the arena.

3. Train Depot Park Construction Bid Update

- Jon Alfred turns the update over to Jonathan Mitchell.
- Jonathan Mitchell: Discusses bids that were received for the Train Depot Project and how they are all relatively close to one another. Compliments the engineer that put the bid documents together stating that it means the bidders knew what they were bidding on. Continues on discussing the add alternates and how it offers the City some flexibility. Bid packets were put together as a value-based bid package. City staff has been working on going through the details of each bid and making a breakdown for the City Manager to review.
- Jordan Doerksen: Staff have been working on analyzing the three bids. Reviewed front end specification documents and looking to create a spreadsheet to compare the three companies bids together and see which one looks like the best option for the City to go with and present to the Acting City Manager, and see where the City can go with getting it executed.
- Dan Traxler: Is there a timeline on the bids? Asks if each one has a timeline on when they would be able to do the work. Understanding that if it's not done by the end of the year all bets are off.



- Jonathan Mitchell: Clarifies that Commissioner Traxler is referring to the funding and that the Acting City Manager is working with City staff to ensure that funding is not at risk. Bids have a timeline in which contractors can honor those. Includes provision that City can extend that period.
- Commissioner Traxler: Concerned that the contractors may take too long to finish the project and that the City has sat on this project for way too long.
- Commissioner Avila: Asks how many times the City can extend.
- Jonathan Alfred: Responds acknowledging that the City is doing everything they can to move the project forward and get it done. Explains Council will get the full picture of the analysis in order to get a full understanding and make the best decision possible.
- Commissioner Wright: When did these bids come in? Asks how long the City has had the bids. Jordan Doerksen responds stating that bid opening was on February 6th, 2023.
- Commissioner Avila: Just wants to know how many times the City can extend the bid. Jonathan Mitchell: Typical not to extend more than one time.
- Commissioner Day: Requests explanation for Alternate A and Alternate B.
- Jonathan Mitchell: Responds stating that the base bid is the fundamental park improvements and Alternate A and Alternate B are other elements of the Park that are not fundamental to access or utilities operation. Bid documents allow awarding of any combinations of the three options. Option that City can make some adjustments on specifications.
- Commissioner Day: When do we expect a contractor to move forward? Jordan Doerksen responds that the bid analysis spreadsheet is being worked on and will be ready in about two weeks to bring to the Acting City Manager.
- Jon Alfred: Responds that hopefully by the next Commission meeting the City will have something ready.

4. Parks & Recreation Budget Discussion

- Chris Hancock: Printed out currents for the Commission on Parks and Facility Maintenance. Acknowledges the Commission was looking to have their own Parks Budget but that it's more feasible to keep it with Parks and Facilities. Will recommend that someone from Public Works attend Parks and Rec Commission Meetings. Will begin working on the budget and can bring the Parks and Facilities Budget back to the Commission to review. Happy to bring up any ideas Commission may have in Finance Committee meetings as well.
- Commissioner Avila: Would like to see the budget once it's all done. Chris Hancock responds that the City will bring the rough draft budget back for the Commission to review.
- Commissioner Day: Clarifies that the \$1.2 million in the budget is not just parks.
- Chris Hancock: Responds saying the budget also includes the facilities maintenance as well but the impact fees are specifically for parks projects.

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H. COMMISSION COMMENTS/FUTURE AGENDA ITEMS:

Councilmember LaFayne:

- ACRA having a summer job fair

Commissioner Day:

- Expansion and addition to Perry Earl Park
- Request that Justin Howard go to the Stakeholder's Meeting

Commissioner Windley:

- Train Depot Park Bid Update
- Results of Stakeholder's meeting

Commissioner Traxler:

- Pickleball resurfacing
- Community Garden-Pleasant Valley Lot

Commissioner Avila:

- Requests that Councilmember LaFayne possibly have the director of ACRA come to a future Parks and Rec Meeting

I. ADJOURNMENT:

Adjourned by Chairman Windley.

Respectfully submitted,

Kasey Guevara
Administrative Analyst



AGENDA ITEM #G1

CITY OF IONE PARKS AND RECREATION COMMISSION MEETING MINUTES **Meeting of April 25, 2023**

Chairman Windley called meeting to order at 6:00 PM

A. ROLL CALL:

Present: Sheldon Windley, Chairman
Fern Day, Vice Chairman
Angie Avila, Commissioner
Demi Wright, Commissioner

Absent: Dan Traxler, Commissioner
Commissioner Traxler was on Zoom but due to not having his location on the agenda he was unable to participate as a Commissioner. He was informed of this at the beginning of the meeting.

Staff: Amy Gedney, Acting City Manager
Jordan Doerksen, Executive Assistant to City Manager
Kasey Guevara, Administrative Analyst
Garrett Rogers, Acting Public Works Manager

B. PLEDGE OF ALLEGIANCE:

Chairman Windley led the Pledge of Allegiance.

C. APPROVAL OF AGENDA:

It was moved by Commissioner Avila, seconded by Commissioner Wright to approve the agenda.

AYES: Windley, Day, Avila, Wright

NOES: None

ABSENT: Traxler

ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS: None

E. PUBLIC COMMENT:

- Renee Hansen: Encouraged to see the stakeholder's meeting proposed on the agenda and looking forward to working with the Commission, Council and the City in getting the BMX track reestablished for the kids of Amador County.
- Lee Lockhart: Excited to see the stakeholder's meeting on the agenda. Update on disc golf course: four large bags of trash cleaned up from the trash cans on the disc golf



course. Indicative of how much people use it. Thanks and compliments City on the work done at Howard Park cleaning up the area by the disc golf course.

F. PUBLIC HEARING: None

DISCUSSION ITEMS:

For the record: Action minutes provide the necessary documentation of Parks and Recreation Commission action. Audio recordings are retained for those desiring more detail on particular agenda item discussions. These audio recordings provide an accurate and comprehensive backup of City Council deliberations and citizen discussions.

G. REGULAR AGENDA:

1. March 28, 2023 Parks and Recreation Meeting Minutes
 - Commissioner Day: States that she appreciates the minutes and the background on the agenda items. Thinks it provides transparency and accountability

APPROVAL OF MINUTES:

It was moved by Commissioner Wright, seconded by Commissioner Windley to approve March 28, 2023 Minutes.

AYES: Windley, Day, Avila, Wright

NOES: None

ABSENT: Traxler

ABSTAIN: None

2. Stakeholder's Meeting and Howard Park Master Plan Update
 - Jordan Doerksen: States that the Stakeholder's meeting has been moved to June 8, 2023 and will be held at EB Hall. The meeting will not be available by Zoom and will be an in-person participation only meeting. Workshop style meeting where attendees will arrive at around 5:30PM. There will be a PowerPoint Presentation and then the workshop will follow. There will be maps available, discussions, questions.
 - Commissioner Windley: States he will not be available for that meeting.

PUBLIC COMMENT:

- Renee Hansen: States she wants to give credit where credit is due. Appreciates the meeting being rescheduled and looks forward to participating.

3. Train Depot Park Construction Bid Update

- Kasey Guevara introduces the item. States that after conversations between the City Manager and City Engineer that the bids that came in were not feasible due to being overbudget. Communicating with each other on doing a phased in approach to the project. Attachments of original RFP project specifications included in packet.

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- Amy Gedney: Discusses how the City has gone back to the drawing board working with the staff administering the grant to figure out how to get reimbursed for portions of the park that have been submitted for. Reassess how the project can be done in phases with the money the City has on hand. Eligible to be reimbursed for \$177,000 of Prop 68 funding. Thinks the City budgeted \$200,000 out of impact fees. Wants to get feedback from the Commission on phasing and what is the most important aspect to do first, second, and what does the City want to do over time. Looking for feedback from the Commission so staff can get some direction and then bring it back for recommendation to the City Council.
- Commissioner Day: Asks who set the budget for the project.
- Amy Gedney: Responds that she doesn't know and that the City Council would have adopted the budget this fiscal year. Clarifies that the Commission just makes recommendation to the Council on the budget or for projects.
- Fern Day: Asks so City Council decided that all the proposals were above budget. Asks if the Commission is allowed to know what the budget is.
- Amy Gedney: Responds saying the City has set aside money and the Staff Report states the alternated bid documents were way over what the City had estimated. So that is why the City needs to go back to the drawing board to do the project in phases and to be able to get the reimbursement from the state.
- Commissioner Wright: Asks for the Commission to be educated on the bid process that the City does. Asks if the City sets parameters.
- Amy Gedney: Responds stating that the City Engineer prepares bid documents and that the City had a budget. States she thinks the budget was developed over the course of several years with the grant. Can go back and research that. Engineer does the bid specs and plans and asks each construction company to give bids on various items in the bid packet. Attachment in the staff report shows each individual item the City wanted to bid for. Received the total bids and tried to break it down to alternatives but all of them were so grossly overbudget with the cost of materials that the City had to reject all bids. City going back to the drawing board to phase it out over time.
- Commissioner Wright: Asks if the City is still okay with getting the State funding for the project even with the change to the phase in approach.
- Amy Gedney: Project will have to be wrapped up a little differently with a start and an end so the state can come out and do the inspection. City will have to resubmit the application. Gives an example for how the resubmittal for the grant will work.
- Commissioner Wright: Asks if there is a chance the state would deny the grant in the new format.
- Amy Gedney: Responds no because the City will resubmit the application before the City does the project. \$177,000 is not a lot of money to do a playground project based on the cost of materials over the last several years. Submitted for the project several years ago before construction costs went through the roof. Figure out what the City can get for \$177,000.

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- Commissioner Wright: Asks if there is a chance the City may qualify for more than \$177,000 in the resubmittal.
- Amy Gedney: Responds that the grant is a per capita grant so every entity that applied was only allowed \$177,000. Continues that she thinks deadline has been extended by two years longer than what it was previously. Understanding is that a lot of cities are having these same issues. Does take some of the heat off because the previous date was the end of December, 2023.
- Amy Gedney: City is asking for feedback on priorities for the project. Wants to get some direction from the Commission. No need for a formal motion. Can also go back to the drawing board regarding finances and looking at things like impact fees and allocating some of those to the park.
- Commissioner Windley: Asks where they are at with the park. He hasn't been out there.
- Commissioner Day: Replies that there's a playground, swing set, shade structure. Thinks the bathrooms are backwards (brief discussion confirming that they are). Sure there's \$177,000 worth of work done.
- Amy Gedney: Confirms there is and the City has expended quite a bit but the City doesn't have a finished product.
- Commissioner Day: States that it looks like if we put material under the playground, the playground would be done. States she thinks parks has close to \$1,000,000 in the budget. Asks if the City can raise the budget on the project.
- Amy Gedney: Responds that that would need Council action but that's what staff is wanting direction from the Commission on is what the budget should be raised to and for what and then Commission would make that recommendation to the Council. Need some guidance on what the Commission would like to pursue first. Want the park done but the City will need to do it in phases with the money on hand and Council will need to examine all of its other priorities.
- Commissioner Windley: Asks what it would take to complete for the kids to go out there.
- Jake Herfel: Responds saying the sidewalk all the way around the park is done except for one section. The section is not done because the drain system that was mentioned goes into there to stop that area from being a swimming pool. Says next priority would be to get the drain system put in and that's one of the expensive items. All the plumbing is going to have to be removed except where the sewer line comes into it. Because of where the bathrooms are. Bathrooms are oversized a tiny bit and handicap accessible.
- Commissioner Avila: Asks if a water fountain is near the restrooms.
- Jake Herfel: Responds yes, it's on one of the walls. Double drinking fountain and handicap accessible. Sidewalks were all designed to be handicap. Foundation is a little high and that's designed to create drainage. Started off with \$200,000 and former City Manager Jon Hanken asked Jake Herfel what he could do and Herfel told him. "You will have the bathroom, shade structure and playground usable." States Hanken said that was enough to satisfy the grant administrators. That's the



way the project was approached. Knowing the grass or pavement may not be done but a park would be there and the public could use it. That's the way it proceeded for years. Private money was paying for engineering on the project. Mentions the Red Barn Fundraiser. Let volunteers come back to do all the sidewalks, grading, sprinkler system. Volunteers want to be involved out there. Were ready to pour the bathroom slab within days of being asked to leave. Continues to explain why the bathroom was built the way that it was along with some of the issues that surrounded it. Full security lights around the whole building that are motion sensors. Continues to explain how some of the already completed work was done and how they would do it moving forward if the volunteers were allowed back on the project. Sewer line was ready to go for the bathrooms. Power is out there. The rotary club put in a pole behind the depot building. Runs underground into the building. There is power running around the building for construction purposes. The building was never designed to have air conditioning and heating in it. Continues these are issues that are going to be worked out with the group that is next on the agenda. Asking for some system to be worked out where the volunteers could be involved in the project again. Continues on about past work that has been done on the project and how it was accomplished.

- Commissioner Windley: Looks like the City will need to do the drain system, replumb the bathrooms and get the fill dirt in there.
- Commissioner Wright: Comments how we have no idea what we're looking at referring to the original RFP specifications because there aren't even any estimates listed in it. Commission never saw one of the bids before they were all rejected. Asks why the Commission was not presented with the \$700,000 bidder and could look at making a recommendation to the Council for another \$200,000 allocated to this project. States that if Council approved it then they would be looking at an actual park. Expresses frustration that they still have nothing in front of them and how the park is not usable and is an eyesore.
- Amy Gedney: City is looking to get as much volunteer labor as they can with the money that the City has and try to get the project done. Political controversy has stalled the project. Present to the Commission the facts as the City sees them and try to chart a path forward. What the City has to do is have a finished project to get the grant reimbursement. Bit of a stretch to go back to the Council and request another \$200,000 when the project has been dragging on for so long.
- Commissioner Day: Confirms what would be needed to complete the playground. Jake Herfel responds from the audience clarifying what would be needed to finish the playground structure.
- Amy Gedney: Would have to resubmit the grant, have a resolution. Whatever the requirements are to resubmit. Not going to look as pretty as a play structure with everything around it. Going to be drainage. Boring but is needed. Can be done with the application but need to figure out what that application will say.



- Commissioner Day: Hard because there are missing pieces which is the money portion. Confirms we want to put our application in for something as close to \$177,000 as possible.
- Commissioner Avila: Clarifies that the City should move forward with the drainage system first.
- Commissioner Day: Responds unless that's way over \$177,000. Brief discussion saying that it shouldn't be.
- Commissioner Wright: Asks if the City can request more than just the drainage.
- Discussion continues that yes but that's something staff will need to look into.
- Commissioner Windley: Comments, "Why can't we have staff get us some costs which can be presented to the City Council."
- Commissioner Wright: Responds asking if the Commission only wants staff to get costs for drainage or for another thing too.
- Amy Gedney: Phase One will now be the drainage and whatever else the City can get. That is what the city will submit for, for the grant.
- Commissioner Day: Suggests being reimbursed for what's already been done and then move forward with the volunteer labor.
- Amy Gedney: Responds that the City will need to do a new submittal for the grant application for the drainage and whatever else the City can get.
- Commissioner Day: Responds that she's sure there's already been \$177,000 worth of work put into it. Why can't the City just be reimbursed for that?
- Amy Gedney: Responds that the work needs to have a start and end date. Once the drainage is done, then the City can move on to other parts of the project.
- General Discussion: Need to get the grant out of the way. What's included in phase one will be decided on by staff.

4. Train Depot Operating Agreement

- Amy Gedney: Introduces the agenda item and then summarizes the operating agreement between the City and ACRC. Would like recommendation from Commission to approve the Utilities as outlined in the Staff report

Motion to Approve Item G4

It was made by Commissioner Wright, seconded by Commissioner Day to approve the City paying the sewer and water at Train Depot Park as outlined in the operating agreement

AYES: Windley, Day, Avila, Wright

NOES: None

ABSENT: Traxler

ABSTAIN: None

5. Park Capital Improvements



- Jordan Doerksen: Introduces the agenda item. Summarizes the CIP spreadsheet as a new standing agenda item for the Parks and Rec Commission. Idea of the spreadsheet is to give the Commission a better idea of what is done daily, weekly, monthly at the City parks so the City can get a better idea of the priorities for each park.
- Commissioner Day: Wants to know the procedure for replacing items such as missing slides/swings.
- Garrett Rogers: Responds stating the replacement slides have been ordered for Howard Park but the issue is that everything is on backorder. No estimated date of arrival.
- Amy Gedney: Clarifies the procedure on when an item is broken and how Public Works staff handles it. Inspected daily which is required for the City's risk management insurance.
- Amy Gedney: Further explains the reasons for the spreadsheet and how it will be a standing agenda item and become more robust as staff starts filling it in. Helps create a road map of where the Commission would like to go on future projects but will also address the associated costs those projects may be with factoring in for maintenance. Parks budget will be the next thing the Commission looks at, at the next Parks and Rec meeting.

6. Amador County Little League West Shed Permit

- Jordan Doerksen: Introduces agenda item. ACLLW came to the City wanting to build an additional storage shed out at Howard Park. City requested they fill out a building permit and submit plans. Believe we have someone to answer questions from the Commission. The City is recommending the Commission approve the shed.
- General Discussion: Specifics of the shed and where it's located.

Motion to Approve Item G

It was made by Commissioner Wright, seconded by Commissioner Day to approve the additional storage shed for ACLLW out at Howard Park as outlined in the staff report

AYES: Windley, Day, Avila, Wright

NOES: None

ABSENT: Traxler

ABSTAIN: None

H. COMMISSION COMMENTS/FUTURE AGENDA ITEMS:

Commissioner Day:

- Community Garden

Commissioner Windley:

- Train Depot Park Update

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- Park signs

Dan Traxler:

- **SPEAKING AS A MEMBER OF THE PUBLIC:** Asks why isn't the Caretaker out at Howard Park taking care of the issues that are happening over there. Asks shouldn't the citizens get a report from the Caretaker about the issues happening over there.

Commissioner Avila:

- Update on the Caretaker Position out at Howard Park
- Pool Agreement

I. ADJOURNMENT:

Adjourned by Chairman Windley.

Respectfully submitted,

Kasey Guevara
Administrative Analyst

		FY 19/20	FY 20/21	FY 21/22	YTD 22/23			FY 23/24 Budget		Notes
		Actual	Actual	Actual	Budgeted	YTD as of May 4, 2023	Projected YE	Proposed Budget	& chg	
1	PARKS & FACILITIES MAINTENANCE									
2	Parks & Facilities Maintenance Employee Services									
3	1111-92-5110	SALARIES & WAGES REG EMPLOYEES	\$ 95,259.95	\$ 74,471.08	\$ 82,928.81	\$ 97,582.00	\$ 80,630.70	\$ 100,000.00	\$ 106,341.80	6%
4	1111-92-5115	HOLIDAY PAY	\$ -	\$ 92.88	\$ 382.60	\$ -	\$ -	\$ -	\$ -	0%
5	1111-92-5116	SALARIES & WAGES-0241-POOL	\$ -	\$ -	\$ -	\$ 3,663.00	\$ 630.48	\$ 700.00	\$ 4,152.00	0%
6	1111-92-5118	SALARIES & WAGES -0261-EB HALL	\$ -	\$ -	\$ -	\$ 21,742.00	\$ 3,593.72	\$ 4,152.00	\$ 23,493.70	0%
7	1111-92-5119	SALARIES & WAGES - 0211-ARENA	\$ -	\$ -	\$ -	\$ 12,805.00	\$ 2,080.56	\$ 3,000.00	\$ 12,798.10	#REF!
8	1111-92-5130	OVERTIME EXPENSE	\$ 104.43	\$ 48.72	\$ 551.79	\$ -	\$ 1,093.66	\$ 2,500.00	\$ 2,500.00	0%
9	1111-92-5211	HEALTH INSURANCE-ER	\$ 30,182.89	\$ 20,179.80	\$ 21,584.84	\$ 33,495.00	\$ 21,961.30	\$ 24,111.91	\$ 24,111.91	0%
10	1111-92-5212	DENTAL INSURANCE	\$ -	\$ 1,868.06	\$ 2,822.91	\$ 3,291.00	\$ 2,431.31	\$ 3,291.00	\$ 1,831.71	-80%
11	1111-92-5213	PERS RETIREMENT	\$ 1,564.59	\$ 5,318.77	\$ 5,771.80	\$ 14,666.00	\$ 6,836.35	\$ 7,500.00	\$ 10,189.42	26%
12	1111-92-5215	MEDICARE EXPENSE	\$ 373.06	\$ 1,222.84	\$ 1,322.03	\$ 2,221.00	\$ 1,308.63	\$ 2,221.00	\$ 1,542.39	-44%
13	1111-92-5216	SOCIAL SECURITY EXPENSE	\$ 1,595.12	\$ 5,228.84	\$ 5,652.74	\$ 9,496.00	\$ 5,595.42	\$ 7,500.00	\$ 6,593.47	-14%
14	1111-92-5218	CALIF SUI & ETT - ER PAID	\$ 51.33	\$ 502.34	\$ 445.19	\$ 811.00	\$ 524.45	\$ 650.00	\$ 827.44	21%
15	1111-92-5222	VISION INSURANCE	\$ -	\$ 295.90	\$ 329.47	\$ 604.00	\$ 396.08	\$ 550.00	\$ 311.81	-76%
16	1111-92-5223	AD&D/LIFE INSURANCE	\$ -	\$ 689.82	\$ 1,454.15	\$ 532.00	\$ 405.43	\$ 532.00	\$ 387.16	-37%
17	1111-92-5224	UNIFORM ALLOWANCE	\$ -	\$ 551.25	\$ 798.75	\$ 862.00	\$ 861.75	\$ 862.00	\$ 569.25	-51%
18	1111-92-5298	CALPERS UNFUNDED LIABILITY	\$ 19,722.37	\$ 17,102.28	\$ 16,205.79	\$ 18,219.00	\$ 17,501.00	\$ 17,501.00	\$ -	0%
19	Total Parks & Facilities Maintenance Employee Services				\$ 219,989.00	\$ 145,850.84	\$ 175,070.91	\$ 195,650.14		
20	Parks & Facilities Maintenance Operating									
21	1111-92-6111	OFFICE EXPENSE	\$ -	\$ 319.03	\$ 57.00	\$ -	\$ -	\$ -	\$ -	0%
22	1111-92-6113	CHEMICALS	\$ 893.59	\$ 5,414.70	\$ 5,649.43	\$ 7,000.00	\$ 2,350.64	\$ 5,500.00	\$ 4,000.00	0%
23	1111-92-6120	SPECIAL DEPARTMENTAL EXPENSE	\$ 182.42	\$ 275.30	\$ -	\$ 750.00	\$ 229.27	\$ 500.00	\$ 500.00	0%
24	1111-92-6122	TRAINING	\$ 130.00	\$ -	\$ 120.00	\$ 1,000.00	\$ -	\$ -	\$ 5,000.00	100%
25	1111-92-6123	STAFF RECRUITMENT	\$ -	\$ -	\$ 112.65	\$ -	\$ -	\$ -	\$ -	0%
26	1111-92-6130	TOOLS & SMALL EQUIP	\$ 90.80	\$ 1,657.42	\$ 1,868.31	\$ 6,000.00	\$ 1,252.20	\$ 1,500.00	\$ 2,500.00	40%
27	1111-92-6140	CLOTHING / UNIFORM-NON-PAYROLL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600.00	100%
28	1111-92-6160	COMMUNICATIONS	\$ 472.04	\$ 1,181.70	\$ 645.81	\$ -	\$ -	\$ -	\$ -	0%
29	1111-92-6166	SOFTWARE PROGRAMS	\$ -	\$ -	\$ 68,487.38	\$ -	\$ -	\$ -	\$ -	0%
30	1111-92-6170	UTILITIES	\$ 66,117.66	\$ 53,806.63	\$ 39,511.93	\$ 65,000.00	\$ 105,794.25	\$ 120,000.00	\$ 125,000.00	4%
31		AMADOR WATER	\$ 46,205.88	\$ 32,745.56	\$ 40,506.57	\$ -	\$ 77,232.46			
		PG&E	\$ 18,362.92	\$ 19,370.72	\$ 27,980.81	\$ -	\$ 28,561.79			
		ACES	\$ 1,548.86							
32	1111-92-6190	MAINT OF BLDGS, STRUCT, GROUND	\$ 25,938.84	\$ 38,819.18	\$ 28,807.78	\$ 60,000.00	\$ 59,834.12	\$ 65,000.00	\$ 35,000.00	-86%
33	1111-92-6191	MAINT / OPERATIONS OF POOL0241	\$ 16,758.00	\$ 51,843.96	\$ 16,738.40	\$ 25,000.00	\$ 27,769.68	\$ 35,000.00	\$ 32,000.00	-9%
34	6192	EB HALL							\$ 8,000.00	
35		HOWARD							\$ 18,000.00	
36		PERRY EARL							\$ 2,000.00	
37		GROVER							\$ 2,500.00	
38		OAK RIDGE							\$ 1,500.00	
39		HEATH KNOLL							\$ 8,000.00	
40		TRAIN DEPOT							\$ 1,500.00	
41		TRAIN PARK/CITY HALL							\$ 500.00	
42	1111-92-6201	FUEL	\$ 3,879.41	\$ 4,488.44	\$ -	\$ 6,000.00	\$ 12,585.78	\$ 18,000.00	\$ 18,000.00	0%

outside service contracts for AC, fil

Beautification

		FY 19/20	FY 20/21	FY 21/22	YTD 22/23			FY 23/24 Budget		Notes
		Actual	Actual	Actual	Budgeted	YTD as of May 4, 2023	Projected YE	Proposed Budget	& chg	
43	1111-92-6202	MAINT & OPERATIONS - VEHICLES	\$ 2,330.98	\$ 4,844.16	\$ -	\$ 6,000.00	\$ 1,202.81	\$ 2,500.00	\$ 2,500.00 0%	
44	1111-92-6203	MAINT & OPERATIONS - EQUIPMENT	\$ 6,573.23	\$ 8,760.82	\$ -	\$ 10,000.00	\$ 3,828.05	\$ 4,500.00	\$ 4,500.00 0%	
45	1111-92-6212	PROF & SPEC SERVICES-ENGINEER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - 0%	
46	1111-92-6215	PROF & SPEC SERV. - OTHER	\$ 30,444.39	\$ 1,133.90	\$ -	\$ 25,000.00	\$ 20,450.00	\$ 22,000.00	\$ 22,000.00 0%	
47	1111-92-6221	PROF SERVICES - SPECIAL LEGAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - 0%	
48	1111-92-6240	MEMBERSHIPS AND DUES	\$ -	\$ -	\$ 30,206.10	\$ 300.00	\$ -	\$ -	\$ - 0%	
49	1111-92-6300	REFUNDS	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - 0%	
50	Total Parks & Facilities Maintenance Operating		\$ 220,829.02	\$ 224,661.52	\$ 260,692.17	\$ 212,050.00	\$ 341,091.05	\$ 274,500.01	\$ 272,600.00	
51	Parks & Facilities Maintenance Capital									
52	1111-92-8810	CAPITAL EXP -VEHICLES	\$ -	\$ -	\$ 22,718.51	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ - 0%	
53	1111-92-8812	CAPITAL OUTLAY-BUILDING	\$ -	\$ 97,650.00	\$ -	\$ 10,000.00	\$ 6,185.05	\$ 6,500.00	\$ - 0%	
54	1111-92-8813	CAPITAL OUTLAY-OTHER THAN BLDG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00 0%	
55	1111-92-8814	CAPITAL EXP - EQUIPMENT	\$ -	\$ 82,964.92	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00 100%	
56	Total Parks & Facilities Maintenance Capital		\$ -	\$ 180,614.92	\$ 22,718.51	\$ 80,000.00	\$ 76,185.05	\$ 82,000.00	\$ 20,500.00	
57										
58										
59	TOTAL PARKS & FACILITIES MAINTENANCE		\$ 369,682.76	\$ 532,849.02	\$ 423,661.55	\$ 512,039.00	\$ 563,126.94	\$ 531,570.91	\$ 488,750.14 -9%	

Ione City Parks		Background:
Howard Park:		The Park currently encompasses about 89 acres. It was previously owned by the Howard Family as part of a land grant received over 120 years ago. It had been leased to the City of Ione since 1967 but was purchased outright in 1990. The Park is currently operated by the City as a public, multi-use recreational complex.
Perry Earl Park:		Perry Earl Park is a neighborhood park with open lawn area, a seasonally shaded play structure, a fire engine play structure, seats and picnic tables.
Oakridge Circle Park:		Oakridge Park is a circular, neighborhood park bounded by a residential street. It features an open grass area, swings and a small children's play structure.
Grover Park:		Grover Park is a rectangular, neighborhood park bounded by residential streets. It features open grass area, children's swings, a small backstop and a picnic table.
Train Park:		Train Park is located behind Ione City Hall and is the home of Iron Ivan, the last steam locomotive to operate over the Amador Central Railroad between Ione and Martell. The park provides a play structure, swings, picnic tables, lighting, and a rose garden.

Howard Park			
Location: 600 S. Church St			
Size (Acres): 89			
	Daily Tasks:	Time Estimate Required Per Task	Labor Cost Maintenance Estimate
	OK@I!AMJIO!E		
	Check and clean restrooms around the park (arena, skate park)	1.5 hrs	\$55.50
	Check play structures and basketball courts	45 mins	\$27.75
	Change all garbage cans and doggie trash cans in park	2 hrs	\$74.00
	Total Daily Labor in Time and Wages:	4.25 hrs	\$157.25
	Weekly Tasks:		
	Mowing soccer fields, baseball fields, picnic hill, arena as needed	6 hrs	\$222
	Total Weekly Labor in Time and Wages:	6 hrs	\$222
	Monthly Tasks:		
	Sprinkler checks/repairs at soccer, baseball and picnic hill	6 hrs	\$222
	Total Monthly Labor in Time and Wages:	6 hrs	\$222
	Yearly Tasks (or as needed):		
	Spraying weeds around the arena, soccer fields, baseball fields, picnic hill, track and dog park		
	Cutting up fallen trees and burn piles		
	Road maintenance, filling potholes, leveling and bringing in gravel		
	Rebark outdoor patio		
	Future Facilities Planned/Desired:	City Maintenance Required	Cost Maintenance Estimate
	BMX Track		
	Pickleball court		

Perry Earl Park

Location: Corner of Fairway and Shakley Lane

Size (Acres): 1

	Daily Tasks:	Time Estimate Required Per Task	Labor Cost Maintenance Estimate
	1G<TBMJPI?!>C		
	Pick up garbage, change trash bags	15 minutes	\$9.25
	Pick up sticks/branches and look for graffiti		
	Check and change doggie bags		
	Weekly Tasks:		
	Mowing, edging and blowing	1.5 hrs	\$55.50
	Monthly Tasks:		
	Sprinkler checks	40 minutes	\$24.42
	Every Few Months Tasks (As needed):		
	maintain beds, weed, trim, spray and put down bark		
	Yearly Tasks:		
	Fertilize and aeration	3 hrs	\$111.00
	Spray beds, around trees and valve boxes	40 minutes	\$24.42
	Future Facilities Planned/Desired:	City Maintenance Required	Cost Maintenance Estimate
	Restroom		
	Basketball Court		

Oakridge Circle Park			
Location: Oakridge St.			
Size (Acres): 0.3			
	Daily Tasks:	Time Estimate Required Per Task	Labor Cost Maintenance Estimate
	1G<TBMJPI?!>C		
	Pick up garbage, change trash bags	15 minutes	\$9.25
	Pick up sticks/branches and look for graffiti		
	Check and change doggie bags		
	Weekly Tasks:		
	Mowing, edging and blowing		
	Monthly Tasks:		
	Sprinkler checks	40 minutes	\$24.42
	Yearly Tasks (or as needed):		
	Fertilizing and Aearating	3 hrs	\$111.00
	Future Facilities Planned/Desired:	City Maintenance Required	Cost Maintenance Estimate

Grover Park

Location: Between Cherry/Oak/Walnut & Poplar St.			
Size (Acres): 2			
	Daily Tasks:	Time Estimate Required Per Task	Labor Cost Maintenance Estimate
	1G<TBMJPI?!>C		
	Pick up garbage, change trash bags	15 minutes	\$9.25
	Pick up sticks/branches and look for graffiti		
	Check and change doggie bags		
	Weekly Tasks:		
	mowing, edging and blowing	1 hr	\$37.00
	Monthly Tasks:		
	Sprinkler checks	30 minutes	\$18.50
	Yearly Tasks (or as needed):		
	Fertilizing aerating	3 hrs	\$111.00
	Spray beds, around trees and valve boxes	40 minutes	\$24.42
	Future Facilities Planned/Desired:	City Maintenance Required	Cost Maintenance Estimate

Train Park

Location: 1 Main St. (behind City Hall)

Size (Acres): 0.3

	Daily Tasks:	Time Estimate Required Per Task	Labor Cost Maintenance Estimate
	1G<TBMJPI?!>C		
	Pick up garbage, change trash bags	15 minutes	\$9.25
	Pick up sticks/branches and look for graffiti		
	Check and change doggie bags		
	Weekly Tasks:		
	mowing, edging and blowing	40 minutes	\$24.42
	Monthly Tasks:		
	Sprinkler checks and repairs	30 minutes	\$18.50
	Yearly Tasks or (as needed):		
	Fertilize and Aerating	2 hrs	\$74
	Spray beds, around trees and valve boxes	40 minutes	\$24.42
	Future Facilities Planned/Desired:	City Maintenance Required	Cost Maintenance Estimate



CITY OF IONE
IONE, CA 95640

Agenda Item #H2

DATE: May 23, 2023

TO: Sheldon Windley, Chairman
Fern White, Vice Chairman
Angie Avila, Commissioner
Dan Traxler, Commissioner
Demi Wright, Commissioner

FROM: Garrett Rogers, Maintenance Tech II
Amy Gedney, Interim City Manager

SUBJECT: ACRA Pool Agreement Review

RECOMMENDED ACTION:

By motion, recommend approval to the City Council for the City Manager to execute the 2023 Pool contract with ACRA.

FISCAL IMPACT:

ACRA collects the pool fees, and bills the City the difference of what their expenses are after collection of pool fees.

BACKGROUND:

Amador County Recreation Agency, ACRA, operates the pool hours, hires lifeguards, and generally operates the pool. The City maintains the pool for chlorine etc. The school district owns the pool.

DISCUSSION:

Attached is the annual operations agreement with ACRA to operate the pool.

ATTACHMENTS:

1. ACRA Contract

ATTACHMENT “A”

POOL MANAGEMENT AGREEMENT between the City of Ione, a California municipal corporation and the Amador County Recreation Agency for the provision of general oversight of the pool, lessons, lifeguards, & scheduling of the pool operations located at 450 S Mills St, Ione, CA 95640.

AGREEMENT TO PROVIDE SERVICES

Agreement made, effective as of April ___, 2023, by and between the City of Ione, a public entity organized and existing under the laws of State of California, with its principal office located at 1 E Main St, Ione, CA 95640, Amador County, California, referred to in this agreement as “city,” and the Amador County Recreation Agency, of 10877 Conductor Blvd. Suite 100 Sutter Creek, Amador County, California, 95685, referred to in this agreement as “agency.”

RECITALS

City wishes to contract with agency for the services of agency in providing staff, scheduling, oversight and management for the lifeguards at the swimming pool in **Ione**, located at the 450 S Mills St, Ione, CA 95640

- A. . Agency is ready, willing, and able to provide such services as may be required by city.
- B. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE.

SERVICES

A. Agency understands and agrees that it shall provide the above-referenced services to city under and pursuant to this agreement on a weekly, as-needed, basis as city, in its sole discretion, shall request from agency.

B. Agency will hire, schedule, and supervise all lifeguards, pool management, and program personnel. The parties recognize that all such staff shall be employees of agency and not of city.

C. Lifeguard classifications applicable to services to be provided under and pursuant to this agreement shall be limited to those classifications set forth by Exhibit A, which Exhibit may be revised from time to time by mutual agreement between the parties and which Exhibit is attached to this agreement and, by this reference, made a part of this agreement.

D. Agency will provide finger printing services, and qualification research and determination on all lifeguard staff.

E. City is and shall remain responsible for the primary maintenance of the pool, which includes pumps and filters, facilities and the application of the proper pool chemicals.

F. Agency employees shall insure that pool deck area is clear of any pool equipment when pool is open for use.

~~G. Agency will be responsible for providing and maintaining vending machines at the pool~~G. Agency employees will be responsible for the required daily chlorine and PH testing.

H. Agency employees will be responsible for daily cleaning and restocking of the bathrooms.

I. City will be responsible for supplying bathroom supplies including paper towels, toilet paper, soap and cleaning agents.

J. Agency employees will be responsible for vacuuming the pool on a weekly time schedule or more often if it is required.

K. Agency employees will be responsible for filling out the Daily Checklist, included in this agreement as **“Exhibit B.”**

SECTION TWO.

COMPENSATION

For services provided under and pursuant to this agreement and the written requests of city, agency shall be compensated as provided below:

A. Subject to the limitation on total compensation set forth in paragraph (C) below, all staff costs including administration and labor expended by lifeguards in providing services under and pursuant to this agreement.

B. Provided agency is in compliance with paragraph (C) below, the agency shall be paid upon invoice for providing the staff, oversight and management of staff, and pool scheduling.

C. The total cost for services under this agreement shall not exceed twenty-nine thousand dollars (\$25,000) for the Term of this Agreement. No compensation shall be paid in addition to this amount without the prior written approval of the City Manager, provided the additional compensation requested is within her contracting authority, or the City Council, if the requested increase exceeds the City Manager’s contracting authority. At any time during this Agreement, should agency anticipate that \$25,000 will not allow it to provide all city-requested services through the end of the Term of this Agreement, it shall promptly advise the City Manager in writing of that fact and of the anticipated compensation it believes will be necessary to provide services that would expected to be provided through the end of the Term. At no time shall services be provided under this agreement if the provision of such services would cause the compensation owed to agency to exceed the amount set forth in this agreement or any additional amount authorized by the City Manager or City Council.

D. ACRA will collect all fees, pool passes, swim lessons, and private party rentals.

SECTION THREE.

PAYMENT

A. Payment for services provided city under and pursuant to this agreement shall be due upon invoice, subject to the terms and conditions of Section Two.

SECTION FOUR.

AGENCY-PROVIDED STAFF

Agency-provided staff who perform services for city under and pursuant to this agreement shall be bound by the provisions of this agreement and agency shall, at the request of city, furnish to city satisfactory evidence to that effect.

SECTION FIVE.

AGENCY REPRESENTATION

Agency represents and warrants that agency and its agency-supplied workers have the right to perform the services required under and pursuant to this agreement without violation of obligations to others, and that agency and its agency-supplied workers have the right to disclose to city all information transmitted to city in the performance of services under and pursuant to this agreement, and agency agrees that any information submitted to city, whether patentable or not, may be used fully and freely by city.

SECTION SIX.

DURATION AND TERMINATION

- A. This agreement shall become effective for the summer recreation season of 2023 (i.e., June 1, 2023 through September 2, 2023). In addition, this agreement may be terminated pursuant to the following:
 - 1. Immediately upon death or incapacity of any person employed or supplied by agency who, in the sole opinion of city, was essential for the successful performance of agency's obligation under and pursuant to this agreement; or
 - 2. By either party, with or without cause at any time, upon thirty days' prior written notice.
- B. The obligations of agency under Sections Five and Six above shall survive any expiration or termination of this agreement.

SECTION SEVEN.

INDEPENDENT CONTRACTOR

The status of Agency is that of an independent contractor and not of an agent or employee of city and, as such, agency shall not have the right or power to enter into any contracts, agreements, or any other commitments on behalf of city.

SECTION EIGHT.

INSURANCE AND INDEMNITY

Agency shall maintain in full force and effect, and upon the request of city, shall furnish evidence satisfactory to city that agency maintains the following insurance coverage:

A. Comprehensive general liability insurance in the minimum amount of \$2,000,000 combined single limit that will cover any and all losses to city property, property of third parties, or personal injuries, including death, caused by the acts or omissions of agency.

B. Agency will carry Workers' Compensation and Employer's Liability Insurance in accordance with applicable law.

C. Indemnity. Each party shall indemnify, defend and hold harmless the other party, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs or judgment (direct, incidental, or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or approval volunteers carried out pursuant to this agreement.

SECTION NINE.

ASSIGNMENT

The rights and obligations of agency under this agreement are personal to agency and may not be assigned or transferred to any other person, firm, corporation, agency, or other entity without the prior, express, and written consent of city.

SECTION TEN.

ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION ELEVEN.

NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

SECTION TWELVE.

GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

SECTION THIRTEEN

PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

SECTION FOURTEEN.

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION FIFTEEN.

NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

In witness of the above, each party to this agreement has caused it to be executed on the date indicated below.

[Signature, titles and date(s) of signing]

Justin Howard ACRA Director

EXHIBIT A

The scope of work includes a notation of wage increases as of April 1, 2023

1. The hiring and supervision of lifeguard staff by agency. All lifeguards will hold the following certificates:

Mandatory completion of Title 22 Lifeguard Training, CPR & First Aid Certificates

Water Safety Instructor (WSI) is an optional certificate, and is not required to be held to perform lessons.

Hourly Rates:

First year Lifeguard with proper certification. (Lifeguard I): \$15.50 per hour

Experienced Lifeguard with proper certification and two to five years' experience (Lifeguard II): \$16 per hour

Pool Manager/Lead Lifeguard: \$16.00 per hour

Pool Managers are responsible for direct supervision of deck staff, scheduling and facility opening & closing, deposit of gate revenue.

2. ACRA will provide staffing, scheduling and implementation of lessons and special events at the pool in accordance with the requests of city as provided for in Section One of this Agreement.



Agenda Item #H3A

DATE: May 23, 2023

TO: Sheldon Windley, Chairman
Fern Day, Vice Chairman
Dan Traxler, Commissioner
Angie Avila, Commissioner
Demi Wright, Commissioner

FROM: Jordan Doerksen, Executive Assistant to City Manager
Kathy VanSteyn, Arena Manager

SUBJECT: Ed Hughes Memorial Arena Operations Update

RECOMMENDED ACTION:

Receive update on the current procedures of the Ed Hughes Memorial Arena, for information only.

FISCAL IMPACT:

There is no fiscal impact currently associated with this item.

BACKGROUND:

In 2022, the City of Ione was seeking someone to act as the Ed Hughes Memorial Arena Manager and Howard Park Caretaker. After releasing an RFP, the City received one proposal from KD's Horsemanship, LLC (KD's) and entered into a five-year agreement with KD's on November 1, 2022. Per the contract, the City was looking for the following: a qualified independent contractor to manage the arena and stables and be the caretaker of Howard Park; has the skills, knowledge, and background to successfully operate, manage, market and promote Ione's equestrian facility; and could provide specialty services in running an equestrian facility.

DISCUSSION:

The current contract requires KD's Horsemanship to mow, weed whack, groom the arena, conduct repairs to equipment and structures at the arena, and clean various areas for beautification purposes, outlined on Attachment B for reference. Other requirements include hosting weekend events, marketing the arena, and other projects and tasks as necessary. On April

7, 2023, KD's submitted a letter of resignation, with the contract set to end July 7th, 2023. She has since indicated that she would like to continue with the City; however, given the number of questions, concerns by the Parks and Recreation committee that the contract that was approved was not reviewed by the P&R Committee, staff believes this would be a good time to re-evaluate the arena operations and future and possible uses of the arena.

ATTACHMENTS:

1. Agreement between City of Ione and KD's Horsemanship, LLC
2. Map of Ed Hughes Memorial Arena
3. Ed Hughes Memorial Arena Finance Breakdown

**ED HUGHES HORSE ARENA HOST/
HOWARD PARK CARETAKER
MANAGEMENT AGREEMENT
BETWEEN THE CITY OF IONE
AND KD'S HORSEMANSHIP, LLC**

This Management Agreement ("Agreement") shall be made and entered into this 1st day of November, 2022 ("Effective Date") by and between the City of Ione ("City"), a California municipal corporation and KD's Horsemanship, LLC, ("KD") herein individually referred to as "Party" and collectively referred to as the "Parties".

RECITALS

This Agreement is made in reference to the following recitals, incorporated herein:

WHEREAS, City owns real property commonly known as Howard Park ("Park") located at 600 South Church Street, Ione, California 95640, and includes various facilities including the Ed Hughes Memorial Arena ("Arena") for roping, barrel racing, rodeo and other equestrian and non-equestrian events; and

WHEREAS, City is seeking a qualified independent contractor to manage the arena and stables and be the caretaker of Howard Park; and

WHEREAS, KD has the skills, knowledge, and background to successfully operate, manage, market and promote Ione's equestrian facility; and

WHEREAS, City has determined that the management, operation, and related services in running an equestrian facility are special services that can be contracted out to a qualified independent contractor under various provisions of the Government Code.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and KD agree as follows:

AGREEMENT

- I. TERM. The initial term of this Agreement is five (5) years from the Effective Date of this Agreement ("Initial Term"). This agreement shall be reviewed yearly and adjustments to the terms and conditions of the agreement can be made if both parties agree to amend the Agreement in

compliance with the terms herein. In the first year of this Agreement a review of the monthly stipend paid to KD and overall revenues shall take place after three months and both parties may agree to amend the Agreement in compliance with the terms herein. This Agreement may be extended one (1) time, for five (5) additional years ("Additional Term"), at City's sole. City shall notify KD, in writing, at least ninety (90) calendar days before the expiration of the Initial Term whether or not City is extending the Agreement for the Additional Term.

- II. TERMINATION. Either Party may terminate this Agreement without cause with ninety (90) calendar days prior written notice to the other Party. City may immediately terminate this Agreement for any breach thereof after ten (10) calendar days written notice to KD. Upon any termination, KD shall vacate the Premises immediately. Any appurtenances that have been built by KD shall be left in place and shall be the property of City.
- III. MANAGEMENT FEE: City shall pay KD three thousand dollars (\$3,000) per month plus ten percent of gross revenues (10%) for major events (that are scheduled for two days or more) each month. Payment is due by the 1st day of each month. The monthly fee shall be reviewed by City in August of each year of the agreement, which may be adjusted at City's sole discretion, to be effective September 1 of each year. City also agrees to allow KD ten (10) free days per year of private use of the Ed Hughes Arena.
- IV. KD RESPONSIBILITIES. KD's responsibilities are listed in Exhibit B of this Agreement.
- V. CITY RESPONSIBILITIES. City's responsibilities are listed in Exhibit C of this Agreement.
- VI. IMPROVEMENTS, ALTERATIONS & REPAIRS. KD shall not make any improvements, alterations, or repairs to the Premises without prior written approval from the City. All improvements shall comply with local, state, and federal laws. All improvements shall be City property.
- VII. MAINTENANCE. KD shall maintain the Premises, and any permitted improvements, in a safe, clean and orderly manner at all times. Upon termination of this Agreement, KD shall surrender the Premises in good and sanitary condition, excepting reasonable wear and tear. KD shall also remove their RV upon the termination of the Agreement.
- VIII. CITY INSPECTION. City or City's staff has the right to inspect the Premises at any reasonable time to ensure compliance with this Agreement. In the event of an emergency, such as a fire or other imminent or ongoing catastrophe, City has the right to force entry.
- IX. INSURANCE. Prior to rendering services provided by the terms and conditions of this Agreement, KD agrees to obtain and maintain, at a minimum, a two (\$2) million commercial insurance policy that covers property damage and personal injury, and that names the City as additional insured, for the term of KD's maintenance and operation of the Premises. KD shall obtain and maintain comprehensive

business or commercial automobile liability coverage, including non-owned and hired automobile coverage in the amount of one (1) million per accident for bodily injury and property damage. Insurance shall be available for purchase through the City's JPA for users of the Ed Hughes Arena who are not specifically covered by "event insurance" which is required each time any sort of public event is held in the Horse Arena.

- X. **INDEPENDENT CONTRACTOR.** For all purposes arising under this Agreement, KD is an independent contractor and not an employee of the City. Accordingly, KD shall not be entitled to any benefit normally afforded to an employee, including, but not limited to: pension, annuity, disability, medical, dental, vision, life insurance, vacation or sick pay. KD shall not have the authority, express or implied, to bind or otherwise obligate City or its agents, employees or representatives in any manner except with prior written consent from the City.
- XI. **POSSESSORY INTEREST.** Parties to this Agreement recognize that certain rights to property may create a taxable possessory interest as described in the California Revenue and Taxation Code. If such a possessory interest is created, City shall be entirely responsible for payment of any taxes levied on that interest. Questions regarding this interest shall be directed to the Amador County Tax Assessor's Office.
- XII. **TAX LIABILITY.** KD agrees to pay all state and federal income or other taxes that may arise pursuant to or as a result of this Agreement, and to indemnify City in the event City is found liable for payment of any such tax on behalf of KD.
- XIII. **ASSIGNMENT.** Except as otherwise provided in this Agreement, the rights and duties under this Agreement shall not be assigned, transferred, subcontracted or subleased either in whole or in part, nor shall use of the Premises or any portion thereof be assigned, transferred or subleased without prior written consent of the City. Any attempted action in violation of this Section shall be void.
- XIV. **DEFEND, INDEMNIFY, AND HOLD HARMLESS.** KD shall defend, indemnify and hold harmless City, its elected and appointed councils, boards, commissions, officers, agents and employees from and against any liabilities, claims, causes of action, complaints, injuries, damages, costs of attorney's fees and/or other losses incurred or claimed by or on behalf of any person or entity against City arising from the intentional or negligent acts or omissions by KD, or any of KD's officers, agents, employees, assigns, contractors or subcontractors.
- XV. **CONDEMNATION.** In the event of a taking of either the whole or part of the Park or Arena, including the Premises, by any public authority or entity under eminent domain or similar statutes, the City may elect to terminate this Agreement. KD shall not have any right to participate in any of the compensation generated by any eminent domain proceedings.
- XVI. **NON-DISCRIMINATION.** KD shall not unlawfully discriminate against any City employee or employees of KD, applicant for employment or for services or any member of the public because

of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

- XXVII. **PROPERTY DAMAGE.** KD uses the Premises at KD's own risk. City shall not be responsible for any damage to KD's property as a result of any occurrence, including but not limited to vandalism, theft, fire or flood.
- XXVIII. **WAIVER.** A waiver by any Party for breach of any term, condition or covenant of this Agreement shall not be deemed to be a waiver of any subsequent or other breach or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.
- XIX. **PRIOR AGREEMENTS.** This Agreement shall supersede all prior agreements, discussions, commitments and representations, whether written or oral, between the Parties.
- XX. **FORCE MAJEURE.** Neither Party shall be deemed in default with respect to performance of any terms, conditions or covenants under this Agreement if the same is due to any act of God or other act beyond control of the Parties, including war, flood, fire, and explosion.
- XXI. **MODIFICATIONS.** This Agreement may only be modified in a writing signed by both Parties.
- XXII. **SEVERABILITY.** If any term, section, phrase, condition, or provision of this Agreement is held to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect.
- XXIII. **JURISDICTION.** Any action brought in court regarding this Agreement, including actions to enforce provisions of this Agreement or for declaratory relief, shall be filed and remain in a court of competent jurisdiction in Sacramento County.
- XXIV. **GOVERNING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the state of California.
- XXV. **SIGNATURES.** By signing this Agreement, the Parties agree that they have read, fully understand and agree to the terms, conditions and covenants of this Agreement and have had a full and fair opportunity to consult with an attorney prior to signing.
- XXVI. **MEDIATION.** Both parties agree that any dispute under this agreement may be resolved through mediation. The parties will split the cost of the mediator and each party is responsible for its own fees.

XXVII. NOTICES. All notices and demands of any kind which either Party may require or desire to service on the other Party in connection with this Agreement must be served in writing either by personal service or by registered mail, return receipt requested, and deposited in the United States mail addressed to the Party to be served as follows:

CITY:

Attn: City Manager
City of Ione
P.O. Box 398
1 East Main Street
Ione, CA 95640

KD:

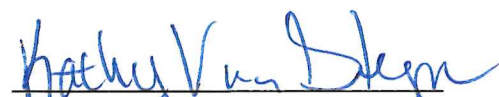
Attn: KD's Horsemanship
10065 New Hope Road
Galt, CA 95632

IN WITNESS HEREOF, the Parties hereto have executed this Agreement on this 1st day of November, 2022.

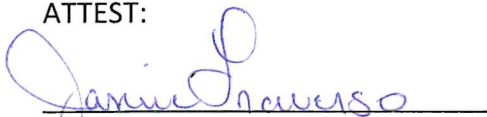
CITY OF IONE:


Michael Rock, City Manager


KD:


Kathy Van Steyn, KD's Horsemanship

ATTEST:


Janice Traverso, City Clerk

APPROVED AS TO FORM:


Carolyn Walker, City Attorney

**EXHIBIT A:
PREMISES**

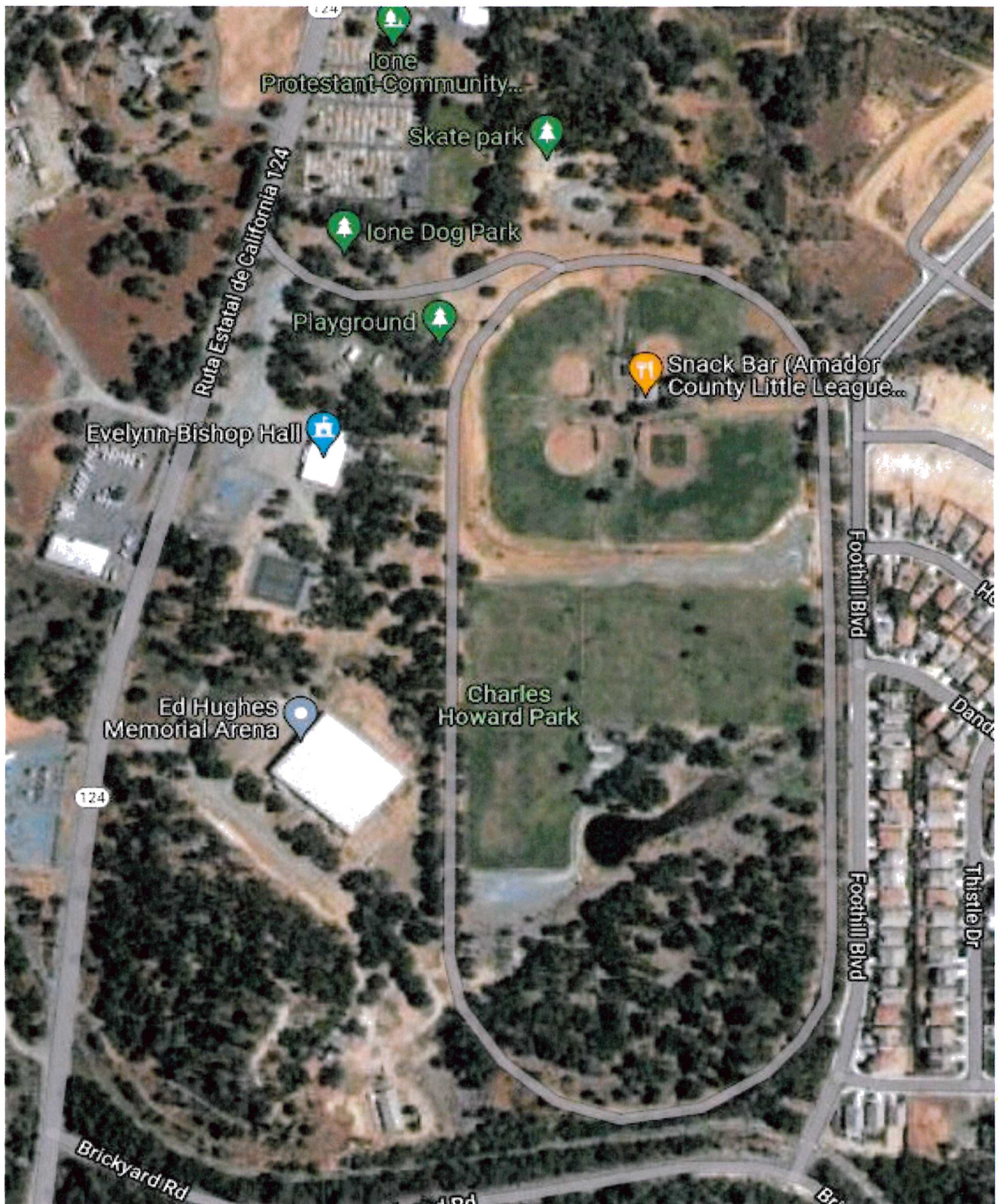


EXHIBIT B: MANAGEMENT RESPONSIBILITIES

ED HUGHES ARENA RESPONSIBILITIES:

1. KD recognizes that the Ione Homecoming Association, by previous agreement, has total control of Howard Park during the week of the Ione Homecoming Celebration. Ione Homecoming Celebration is normally the second weekend in May. The City owns rodeo panels that are chained and locked. KD will be financially responsible for any and all damages to panels while in KD's use.
2. KD will promote, market, and schedule equine and non-equine events at Ed Hughes Equestrian Arena and/or within the areas as outlined in Exhibit A.
3. KD shall work with the City to place into action Arena Rental Agreements, Day Rider Use, Vendor Applications and set fee rates accordingly for each category of renter. KD will forward copies of fee rates to City.
4. KD may collect fees on behalf of the City and submit all fees collected to the City on a weekly basis at City Hall.
5. KD will manage all event scheduling of arena and inquiries normally handled for rental and day use purposes by the City.
6. KD shall handle all rental agreements with potential event renters; ensure all are licensed with City if required as well as vendor licensing as appropriate.

KD shall work with the City to create and establish rules and conditions of arena use for daily riders, monthly users, event rental users and vendors. Vendors using the arena for business location purposes will be required to obtain a City business license and schedule dates of use. Rules and Conditions of Use shall be provided to City upon completion.

KD shall coordinate improvements which include, but are not limited to, new bleachers and footing to support bleachers, upgraded or new water truck, additional tractor to increase rental usage for larger associations, enlarge warm-up arena, solar panel energy for night lighting around Arena, relocate trailer parking area away from top level parking lot, additional stalls/livestock pens for overnight rentals, install security system with feed directly to KD's home and cell phone; clean, inspect- notify City of potential electrical issues in office, and maintain office to standard upkeep thereafter of any repairs necessary by City; and upgrade parking surface surrounding arena to dampen current dust situation.

CARETAKER RESPONSIBILITIES:

1. Provide an onsite presence with Howard Park to dissuade unwanted activity.
2. Conduct regular grounds patrol to ensure facilities are in proper working order.

3. Unlock/lock buildings and facilities for events, as needed.
4. Perform routine repairs, painting, maintenance on equipment as authorized.
5. KD shall be responsible for some ground maintenance, to include, but not be limited to, mowing, weeding, debris clearing, horse manure, and trash. In the event of tree debris or storm damage the City agrees to clear said debris and/or repair damages done to arena and or surrounding areas.
6. Make suggestions to the City for capital improvements, upgrades to current facilities, etc.
7. Provide input on the annual Howard Park budget during budget development.

KD can utilize City tractor and water truck to maintain the Ed Hughes Equestrian Center. City has first right of use of tractor. KD personnel may allow be allowed to utilize the City's tractor and water truck after KD personnel has undergone a City sponsored training session. KD acknowledges that use of the City tractors and water truck is at KD's own risk. The City will pay for any diesel fuel used by KD at the Arena.

KD may allow alcohol to be served at events held within the equestrian area. ABC licenses will be required at events serving alcohol. City must sign all applications for liquor licenses in order for said licenses to be effective. City reserves the right to refuse any liquor license requests.

KD shall comply with all City ordinances when sponsoring events, including the Ione Noise Ordinance found in Chapter 9.16 of the Ione Municipal Code.

KD shall notify appropriate authorities of any violations observed outside the realm of arena management, such as violations of dog leash laws, suspicious vehicles parked and suspicious persons. KD shall not make any attempts of investigation if suspected violation is present or potential to occur.

EXHIBIT C: CITY RESPONSIBILITIES

City shall provide new NO PARKING, HANDICAPPED and any additional government required signage to be used along South outside wall of arena to keep fire lane clear of trailers parking, unless said area is determined to not be a fire lane by the Ione Fire Chief.

City shall allow KD to park a trailer at arena to be utilized as an office to maintain a daily presence and monitor day riders and unlawful use by vendors. KD or any other individual shall not reside in a trailer for a period of more than 20 consecutive hours, UNLESS KD holds a weekend event and is needed for onsite management by event renter. Trailer is and will continue to be fully insured and KD shall provide a copy of insurance coverage.

City shall maintain public restrooms for the entire duration of the Agreement, given the restrooms are utilized by public, and other visitors of the Park (except for KD sponsored events). City shall pay all utility expenses. City shall pay for all solid waste, horse manure and recycling services.

City shall allow KD to park and store equipment, i.e. flatbed trailer, black widow groomer and miscellaneous ranch/arena tools. KD shall allow potential renters to keep livestock in livestock pens, allow horse trailer parking overnight and overnight camping on events lasting longer than 24 hours. Daily overnight camping, to include horse pens is allowed with a limited stay of 4 days maximum unless otherwise approved by the City.

City shall allow KD use of City tractor and water truck, subject to the conditions listed in Exhibit B: KD Responsibilities.

City will provide KD with keys to the front entrance gate, the arena announcer's booth, a key the payment drop box, and any other keys necessary for the use of the Premises. KD shall return all keys to the City at the conclusion of the contract. KD shall not duplicate keys without permission of the City.

City shall provide KD with appropriate contact information for both local and county officials to be contacted in case of an emergency or non-emergency needs.



Mowing Area



Facilities Maintenance



Road/Grounds Keeping

CITY OF IONE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

Attachment #3

ED HUGHES MEMORIAL ARENA

		CURRENT	FY ACTUAL	FY BUDGET	REMAINING	% EXPEN
4311-44-4420	RENTAL REVENUE - MAJOR EVENTS	4,345.00	4,345.00	.00	(4,345.00)	.0
4311-44-4421	RENTAL REVENUE - MINOR EVENTS	10,075.01	10,075.01	.00	(10,075.01)	.0
	TOTAL SOURCE 44	14,420.01	14,420.01	.00	(14,420.01)	.0
	SOURCE 47					
4311-47-4792	MISCELLANEOUS REVENUE	1,418.00	1,418.00	.00	(1,418.00)	.0
	TOTAL SOURCE 47	1,418.00	1,418.00	.00	(1,418.00)	.0
	TOTAL FUND REVENUE	15,838.01	15,838.01	.00	(15,838.01)	.0

CITY OF IONE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2023

ED HUGHES MEMORIAL ARENA

	CURRENT	FY ACTUAL	FY BUDGET	REMAINING	% EXPEN
<u>DEPARTMENT 50</u>					
4311-50-6000 MANAGEMENT FEE (STIPEND)	18,000.00	18,000.00	.00	(18,000.00)	.0
4311-50-6190 MAINT OF BLDGS, STRUCT, GROUND	18.94	18.94	.00	(18.94)	.0
4311-50-6203 MAINT & OPERATIONS - EQUIPMENT	381.81	381.81	.00	(381.81)	.0
TOTAL DEPARTMENT 50	18,400.75	18,400.75	.00	(18,400.75)	.0
TOTAL FUND EXPENDITURES	18,400.75	18,400.75	.00	(18,400.75)	.0
NET REVENUE OVER EXPENDITURES	(2,562.74)	(2,562.74)	.00	2,562.74	.0

CITY OF IONE
BALANCE SHEET
JUNE 30, 2023

ED HUGHES MEMORIAL ARENA

ASSETS

4311-00-1000	CASH IN COMBINED FUND	(2,562.74)	
	TOTAL ASSETS			(2,562.74)

LIABILITIES AND EQUITY

FUND EQUITY

	REVENUE OVER EXPENDITURES - YTD	(2,562.74)	
	BALANCE - CURRENT DATE	(2,562.74)	
	TOTAL FUND EQUITY			(2,562.74)
	TOTAL LIABILITIES AND EQUITY			(2,562.74)



Agenda Item #H3B

DATE: May 23, 2023

TO: Sheldon Windley, Chairman
Fern Day, Vice Chairman
Dan Traxler, Commissioner
Angie Avila, Commissioner
Demi Wright, Commissioner

FROM: Jordan Doerksen, Executive Assistant to City Manager
Andrea Bonham, Administrative Assistant

SUBJECT: Ed Hughes Memorial Arena Future Plans

RECOMMENDED ACTION:

Discuss potential uses and ideas for Ed Hughes Memorial Arena operations.

FISCAL IMPACT:

There is no fiscal impact currently associated with this item.

BACKGROUND:

The Ed Hughes Memorial Arena is a beloved equestrian center in the City of Ione. It is a covered arena measured at 200' x 250' with a 165' x 250' paneled area, treated sand and clay mixture for traction and footing, parking for spectators and participants, and surrounding picnic amenities. It is supported by an announcer's stand, holding pens, a warmup area, restrooms, and a roping chute and boxes. Currently, the Arena is used for day riding, training clinics, roping, Gymkhana, barrel racing, dog trials, etc.

As noted in the previous staff report, the City currently contracts with KD's Horsemanship, LLC to maintain the arena and to market and seek out events for the arena. The Parks and Recreation Commission has previously expressed frustration that the current contract was not reviewed by the Commission. As a result, staff believes that this is an opportunity to brainstorm with the Commission on uses and functions at the arena which would then lead to how we will proceed with maintenance and promotions.

DISCUSSION:

While the arena is commonly utilized for horse events, staff believes that there are other possibilities that would also lend themselves to additional revenue for the facility. Some ideas include: concerts, weddings, fundraisers, flea markets, food truck festivals, car shows, etc.

ATTACHMENTS:

None.



Agenda Item #H4

DATE: May 23, 2023

TO: Sheldon Windley, Chairman
Fern White, Vice Chairman
Angie Avila, Commissioner
Dan Traxler, Commissioner
Demi Wright, Commissioner

FROM: Kasey Guevara, Administrative Analyst

SUBJECT: Walking Trails – Endorsement of Citywide Walking Project

RECOMMENDED ACTION:

Discuss opportunities of Citywide walking trails, for staff direction.

FISCAL IMPACT:

There is no fiscal impact associate with this item.

BACKGROUND:

The City has explored the idea in the past of adding additional walking paths to accommodate the City's growing population and make Ione more pedestrian friendly. Some areas of primary concern currently are the crosswalk section from Wildflower to Howard Park and improved walking routes for children to get to and from Ione Elementary School.

Staff has determined the best place to start would be taking this project on in an incremental way. The City would first need to determine the most desired areas for improvement which can come from general community feedback and or clubs/organizations dedicated to walking in the City.

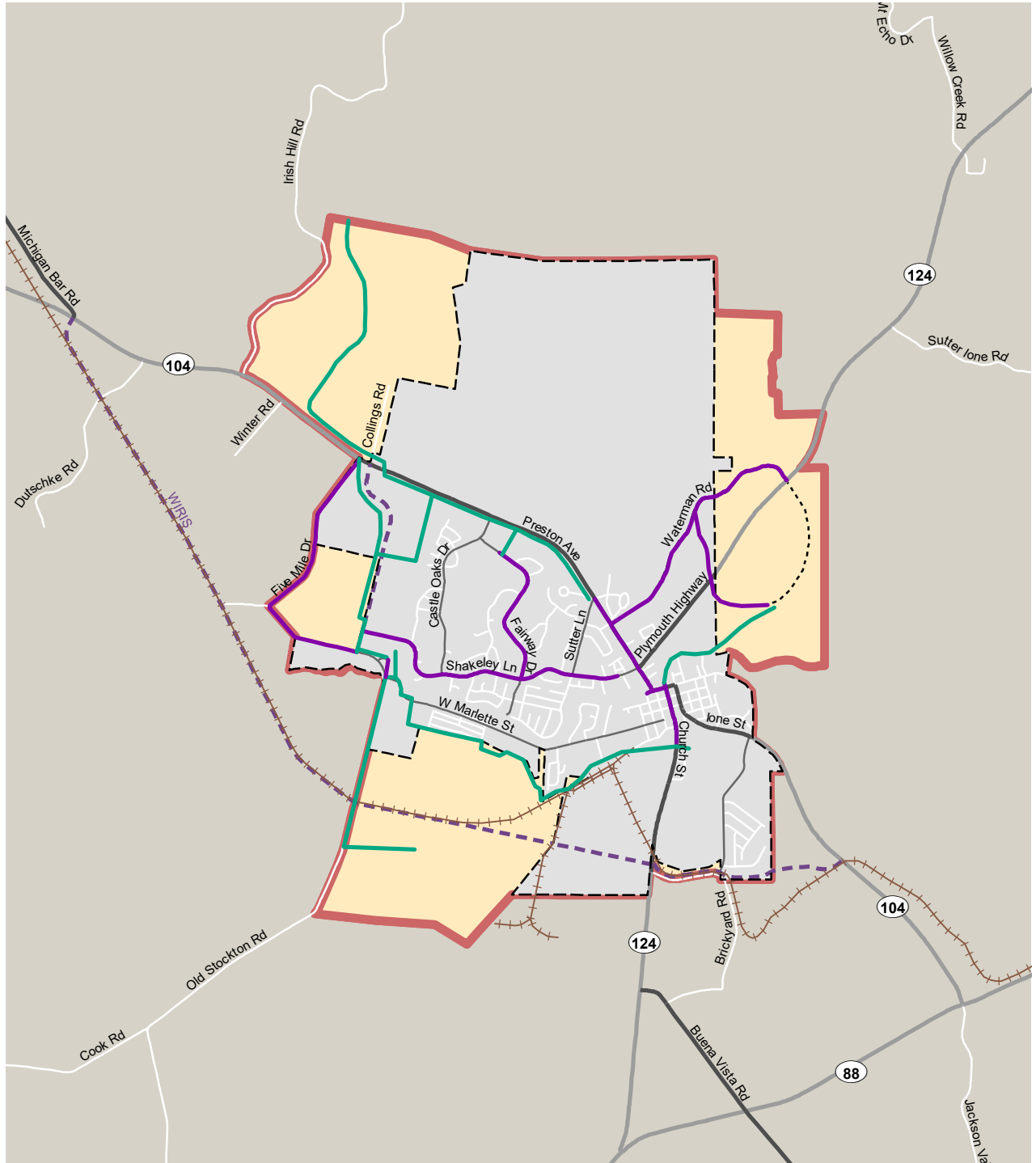
Staff is aware that there is grant funding that exists for these types of projects, but since grant applications are often extensive and labor intensive, staff would like to establish a clear path forward before applying to them and would like to prepare for opportunities next year.

DISCUSSION:

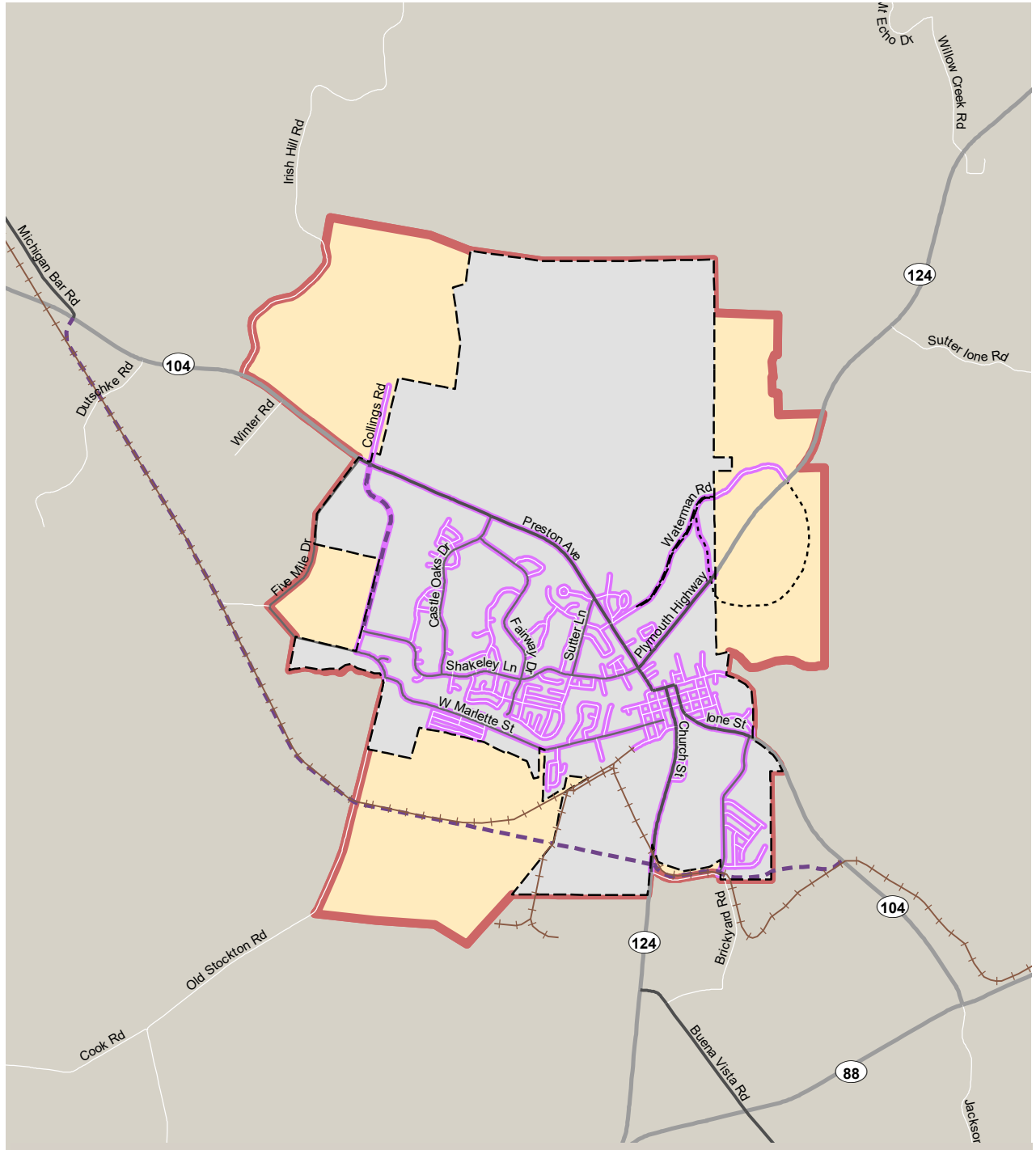
Since grant proposals are very specific and require extensive planning and detail in the application, staff would like feedback on areas that are the greatest concern to the community and begin to brainstorm potential sections to focus on first in order to prepare for grant opportunities next year. Attached are two figures from the City's Focused General Plan update that provide a conceptual visual of possible bike paths and pedestrian walking areas around the City.










ATTACHMENTS:

1. Focused General Plan Update Figures



- | | | | | | | | |
|--|---------------------|--|----------------------------|--|------------|--|---------------------|
| | Lone City Limits | | Class 1 Trail (Off Street) | | Local Road | | State Route |
| | Sphere of Influence | | Class 2 Trail (On Street) | | Collector | | Collector Extension |
| | | | | | Arterial | | Planned Parkway |



- | | | | | | | | |
|--|---------------------|---|------------|---|-------------|--|---------------------|
|  | Lone City Limits |  | Local Road |  | Arterial |  | Collector Extension |
|  | Sphere of Influence |  | Collector |  | State Route |  | Planned Parkway |
|  | LOS B | | | | | | |



Agenda Item #H5

DATE: May 23, 2023

TO: Sheldon Windley, Chairman
Fern White, Vice Chairman
Angie Avila, Commissioner
Dan Traxler, Commissioner
Demi Wright, Commissioner

FROM: Jordan Doerksen, Executive Assistant to City Manager
Garrett Rogers, Public Works

SUBJECT: Community Garden Park Location

RECOMMENDED ACTION:

Receive update on possibility of Community Garden, for information only.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

BACKGROUND:

At the March 28th Parks & Rec Commission Meeting, the Commission directed staff to look into the possibilities of a Community Garden in three possible locations.

DISCUSSION:

Upon research, staff determined the following obstacles of recommended locations:

1. Pleasant Valley Drive and Sutter Lane: This location is intended to be an “access road” for the Ione Fire Department. Additionally, there is a stormwater drain system and main water line that run directly through this lot, which would require constant access for utility trucks and maintenance work.
2. Fairway Drive: A Community Garden in this area would create inaccessibility to utilities, such as the pump station. This location is also susceptible to overflow of drainage, leading to flooding in the winter.

3. Eagle Drive: County records still show that this lot is owned by JTS Communities Inc.
The City is unable to delegate use of this land. APN #005-355-010-000

The ultimate conclusion was that a Community Garden is incompatible with City priorities at this time.

ATTACHMENTS:

None.