

AMES PARKS AND RECREATION COMMISSION MEETING
City Hall Council Chambers – 515 Clark Avenue
Thursday, August 20, 2020

DUE TO THE COVID-19 PANDEMIC, THIS WILL BE AN ELECTRONIC MEETING. IF YOU WISH TO PROVIDE INPUT ON ANY ITEM, YOU MAY DO SO AS A VIDEO PARTICIPANT BY GOING TO:

<https://zoom.us/j/95033816272>

OR BY TELEPHONE BY DIALING: US: 1-312-626-6799

Zoom Meeting ID: 950 3381 6272

YOU MAY VIEW THE MEETING ONLINE AT THE FOLLOWING SITES:

<https://www.youtube.com/ameschannel12>

<https://www.cityofames.org/channel12>

or watch the meeting live on Mediacom Channel 12

NOTICE TO THE PUBLIC: The Parks and Recreation Commission welcome comments from the public during discussion. If you wish to speak, please see the instructions listed above. The normal process on an agenda item is staff may first give a report on the item, Commissioners may ask questions for clarification, public input is received, a motion is placed on the floor, the Commission discusses the issue or responds to the audience concerns, and the vote is taken.

1. Call to Order: 4:00 p.m.
2. Approval of Minutes from July 16, 2020
3. Public Forum (For items not on the agenda)
4. Staff Report regarding the request from Story County Courts to waive rental fees for the City of Ames Auditorium
5. Motion to approve/deny the agreement with OptumHealth Care Solutions
6. Discussion on Community Gardens and Food Forests
7. Motion to hold the Parks and Recreation Commission September meeting virtually or in-person
8. Update on Parks and Recreation Operations due to COVID-19 Pandemic
9. Update on August 10 Storm and recovery efforts
10. Upcoming Events (Ribbon Cuttings, Dedications, and Ground Breakings)
11. Project Updates
12. Monthly Report
13. Commission Member Comments
14. Next Meeting:
 - a. Thursday, September 17 at 4:00 PM (Regular Meeting)
15. Adjournment

AMES PARKS AND RECREATION COMMISSION

MEETING MINUTES

DATE: July 16, 2020

COMMISSION

PRESENT: Sarah Cady, Eve Lederhouse, Sarah Litwiller Jacob Ludwig, Duane Reeves, Jeremy Bristow

ABSENT: Nathan Shimanek

STAFF: Keith Abraham, Joshua Thompson

CALL TO ORDER: 4:02 PM

APPROVAL OF MINUTES

It was moved by Litwiller, with second by Lederhouse, to approve the May 21, 2020 and June 18, 2020, meeting minutes. No discussion. No opposition. **Motion Approved**

PUBLIC FORUM

No Public Forum

REVIEW OF POTENTIAL IMPACTS OF THE DOMANI DEVELOPMENT TO CHRISTOFFERSON PARK

Abraham went over the Domani Development which is adjacent to Christofferson park. Keith Arneson and Greg Broussard, representing the development, along with Benjamin Camp from the City of Ames Planning Department participated in the discussion. Abraham shared a power point showing park improvements that will be made by the developer.

It was moved by Ludwig, with second by Lederhouse, to recommend the improvements to Christofferson Park by Domani Development to City Council. No discussion. No opposition. **Motion Approved**

DISCUSSION REGARDING FUTURE PARKS AND RECREATION COMMISSION MEETINGS BEING HELD VIRTUALLY OR IN-PERSON

Abraham stated that City Council has concerns that citizens will not participate in meetings due to COVID19 concerns. Boards and Commissions can make their own decision regarding online or in-person meetings. Cady asked on the status of masks in City Hall and Abraham shared the current practice is face masks are expected but not required. Bristow asked if the decision can be month-to-month. Abraham answered that the Commission can move to continue online until further notice, or it can be added to the agenda and decided at each meeting. Cady asked about retrofitting the Council Chambers. Abraham said plans are in place to install plexiglass between each member. Abraham said the concern is more about a lack space for spectators and ensuring residents can participate if they are not ready to come to an in person meeting. Cady prefers the month-to-month option.

It was moved by Bristow, with second by Ludwig, to hold August meeting via Zoom and decide on September at the August meeting. No discussion. No opposition. **Motion Approved**

UPDATE ON PARKS AND RECREATION OPERATIONS DUE TO COVID-19 PANDEMIC

Reopening Update

Abraham reported on the opening of facilities. All facilities have 6 feet distance signage on the floors and other directions for entering and exiting.

The Ames/ISU Ice Arena is proceeding with ice rentals and has set times for drop-in stick and helmet and figure free. The Ice Arena will add public skate hours in August requiring participants to register and pay in advance.

Lap swimming has gone very well at Municipal Pool with 92% of the available lap lanes reserved. Swim lessons are being held as parent/child in the lower levels.

Outdoor fitness classes are going well.

The maximum number of participants for the recreation classes has been lowered and staff staggered class times for better social distancing. Adult sports have had about half the number of teams register.

2019-20 Budget Overview

The adopted budget was \$4.8 million. Revenue is down as are expenses. The shortfall is projected to be over \$200,000.

2020-21 Budget Outlook

Abraham went over the outlook for the new budget. Staff is working on changes to help stem anticipated revenue loss over the budget period. Some of the recreation staff are working in the park system instead of hiring seasonal people. Warm weather has helped us mow less often letting staff do other projects. The new positions that were already approved have been placed on hold. No training or conferences for staff unless there is a need for certifications.

UPCOMING EVENTS (RIBBON CUTTINGS, DEDICATIONS, AND GROUND BREAKINGS)

Abraham made a few corrections to the upcoming events schedule and invited the Commission to attend. Cady asked about the Zoom or Facebook Live for these events. Abraham said there will be both virtual and in person experiences.

PROJECT UPDATES

Abraham said that most updates are addressed in the monthly report. Bids are due for the McCarthy Lee bridge project and Council will hopefully award the contract.

MONTHLY REPORT

Abraham wanted to highlight our free virtual concerts for Municipal Band. New recordings have been combined with past performances and shown on Thursday evenings. Parks and Recreation month is July. The department is promoting the National Backyard Campout and encouraging the public to post photos of their backyard campout.

COMMISSION MEMBER COMMENTS

Cady asked about the trench to the picnic area in McCarthy Lee. Thompson informed her it was a buried electrical line for a mosquito trap.

ADJOURNMENT

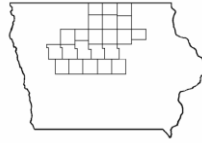
Moved by Bristow to adjourn. The meeting concluded at 5:12 PM.

Next Meeting: - Thursday, August 20, 2020, at 4:00 PM

DISTRICT COURT ADMINISTRATION

Second Judicial District

Cerro Gordo County Courthouse
220 North Washington
Mason City, IA 50401
(641) 494-3611
Fax: (641) 421-0994



Kurt L. Wilke
Chief Judge

Scott Hand
District Court Administrator

email:scott.hand@iowacourts.gov

August 7, 2020

RE: Ames City Hall Auditorium for Jury Selection

Dear Ames Parks and Recreation Commission Members,

In many counties the courts are exploring alternate facilities for jury selection. Social distancing requirements due to COVID-19 make it nearly impossible to keep jurors and court participants safe while efficiently selecting a jury from a jury pool of 40-50 citizens of your community in the Story County Justice Center. We have identified the Ames City Hall Auditorium as an excellent facility to summons jurors to and select a jury. Once a jury is selected the remainder of the trial would take place at the Justice Center in Nevada.

We understand the rate to rent the Auditorium for non-profits is \$106 per hour. It generally takes one-half of a day to two days to select a jury. Per State Court Administration the trial courts are not allowed to expend any funds related to the use of alternate facilities to conduct court proceedings. Therefore, we respectfully request that the Ames Park and Recreation Board waive any fees associated with the use of your Auditorium while selecting jury trials in Story County. As you are aware, the courts are an essential governmental service and are statutorily and constitutionally required to provide trial by jury. We ask that you consider our situation differently than you may other non-profits as we are a governmental entity attempting to provide an essential service to the citizens of Story County.

The dates requested are as follows:

September 14, 15, 29

October 20, 21

November 3, 4

December 1, 2, 15, 16

There may be times when the second day of the consecutive dates above are not needed.

If I can answer any questions feel free to contact me. I thank you in advance for your consideration.

Sincerely,

Scott Hand
District Court Administrator – Second Judicial District

CC: Chief Judge Kurt L. Wilke
Amy Moore, District Court Judge
Raphael Montag, Clerk of District Court for Story County

Staff Report

STORY COUNTY COURTS REQUEST TO USE AMES CITY AUDITORIUM AND WAIVE RENTAL FEES

August 20, 2020

BACKGROUND:

Due to COVID-19, court services in Story County were temporarily suspended. They have started scheduling jury trials beginning in September and have been looking for a space that will accommodate 40-50 potential jurors for the jury selection process and meet social distancing requirements. The Ames City Auditorium meets their requirements. As stated in the attached letter, the District Court Administrator, Scott Hand, is requesting to utilize the Auditorium and have the rental fees waived.

The request is for eleven days beginning September 14 through December 16 with jury selection happening 8:00 AM – 5:00 PM. That is a total of 99 hours and with the current rental rate of \$106 for non-profits, the total rental fee would be \$10,494. In discussions with Mr. Hand, he stated there is an Iowa Statutory Provision that prohibits the courts from paying for space. He also stated that it is the County's responsibility to provide space for the courts.

With this information, Deb Schildroth, Assistant City Manager, contacted Story County Board of Supervisor Chair, Linda Murken, to discuss the County's responsibility to provide space. Ms. Murken agreed it is the County's responsibility to provide space and will ask Mr. Hand to make a request to the Story County Board of Supervisors to pay the rental fees associated with the use of the Ames City Auditorium.

STAFF COMMENTS:

This information is being provided so you are aware of the request and how City staff has addressed it. Ms. Schildroth did communicate to Ms. Murken that the City would reserve the space but only bill for actual hours used. This approach seems to be a fair compromise as we continue to work with Story County to provide these essential court services to Story County residents.

ATTACHMENT A

The flecking or blanding of the bark on this ash tree at 1011 Clark Avenue indicates the presence of emerald ash borer. This tree received treatment in 2015 and 2018. It is scheduled for treatment in 2021 and removal in 2027. If it does not respond to the next round of treatment, removal will occur prior to 2027. This photo was taken in February 2020.



ATTACHMENT B

Estimated costs of staff time, contract removals, contract treatments, stump grinding and planting for Plan Year One through Plan Year Six:

Year	Estimated Costs	Actual Costs
1	\$263,400	\$121,480
2	\$269,300	\$125,778
3	\$211,900	\$92,318
4	\$141,725	\$122,265
5	\$112,644	\$113,696
6	\$68,640	\$78,865
Totals	\$1,067,609	\$654,402

Year six expenses dropped dramatically due to corresponding drop in the number of tree removals and needed plantings.

ATTACHMENT C

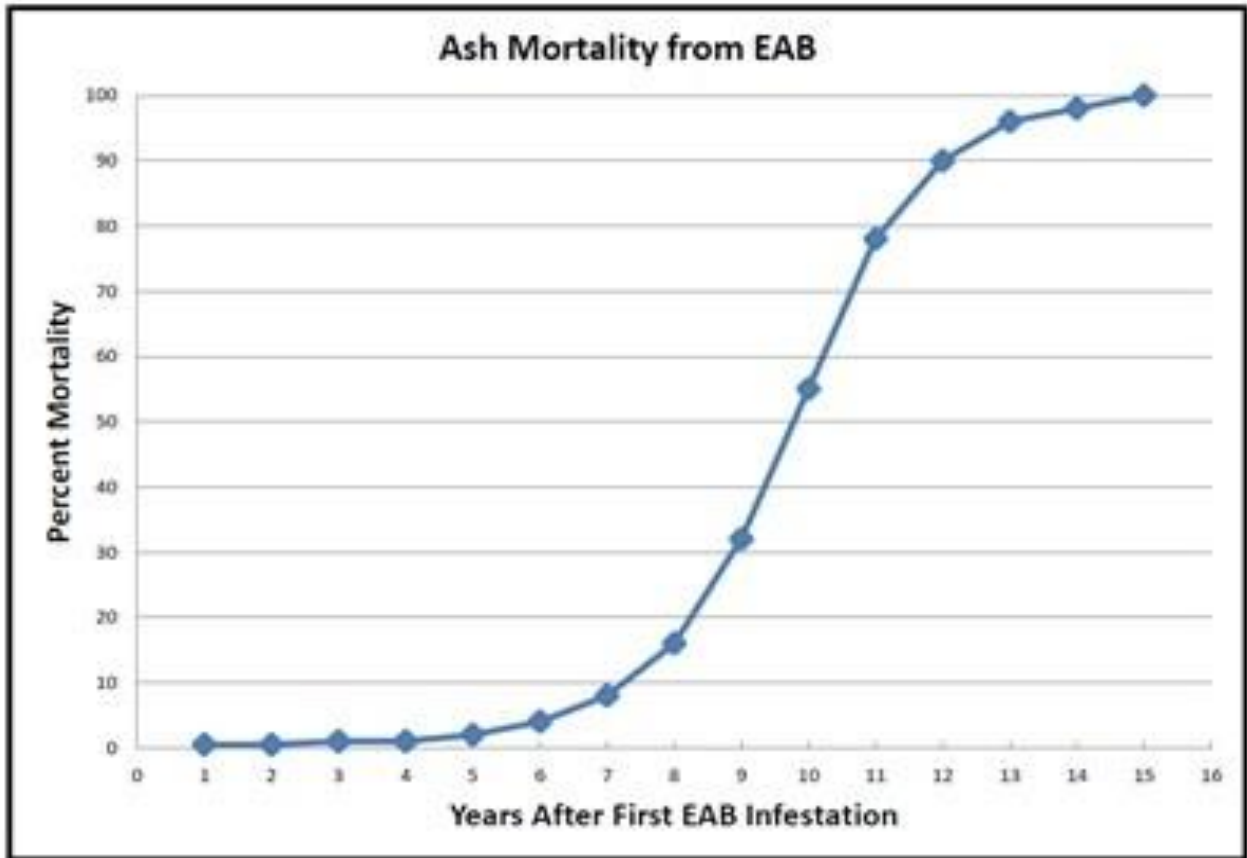
Current Schedule & Projected Costs

The table below outlines current projected contract costs for ash tree removal, replacement plantings (including plantings through the partnership with the Ames Foundation), and treatments for Plan Years 7-20. These figures factor in inflation and account for tree growth. The total projected cost to complete removals, stump grinding, replanting, and treatments is \$1,365,808.

Year	FY	# Removals	Removal/Stump Grinding Costs	Planting	Planting Costs	Treatment	Treatment Costs	Total Costs
7	20/21	54	\$35,356	68	\$33,620	423	\$58,537	\$127,513
8	21/22	46	\$37,595	54	\$34,730	0	0	\$72,325
9	22/23	45	\$36,826	46	\$33,940	0	0	\$70,766
10	23/24	41	\$45,709	45	\$33,433	311	\$52,022	\$131,164
11	24/25	42	\$39,472	41	\$32,201	0	0	\$71,673
12	25/26	31	\$36,992	42	\$34,025	0	0	\$71,017
13	26/27	46	\$60,280	31	\$29,482	187	\$38,593	\$128,355
14	27/28	51	\$74,902	46	\$35,750	0	0	\$110,652
15	28/29	23	\$42,952	51	\$38,175	0	0	\$81,127
16	29/30	39	\$73,190	23	\$27,017	0	0	\$100,207
17	30/31	48	\$79,791	39	\$36,980	0	0	\$116,771
18	31/32	46	\$87,274	48	\$38,798	0	0	\$126,072
19	32/33	46	\$80,418	46	\$38,566	0	0	\$118,984
20	33/34	0	0	46	\$39,182	0	0	\$39,182
Total		558	\$730,757	626	\$485,899	921	\$149,152	\$1,365,808

ATTACHMENT D

The chart below demonstrates the percentage of ash tree mortality following the initial discovery of EAB in a community. EAB was discovered in Ames in 2018. If insect population growth and ash tree mortality in Ames is similar to what other Midwestern communities' experience, we can expect that from 2023 to 2030 almost one hundred percent of existing untreated ash trees will die.



Source: Mississippi River Connection

ATTACHMENT E

Lesson Learned

The following items have been learned in the first five years of the EAB Response Plan:

1. The bid process has led to significant decreases in projected expenses. However, given the range in bidding, it would be best to continue with current contract expense projections. Should the low-end bidders decide not to bid or to raise prices nearer their competitors, the projected budget could be short.
2. The residual stand of ash trees is growing and moving into the next diameter class. This growth is leading to higher-than-expected charges because tree removal and stump grinding costs increase with increased tree size. It also leads to a higher-than-anticipated number of contract removals due to the limitations of City equipment. To more accurately capture future costs, all ash trees were re-measured in fall/winter 2019.
3. The current model assumes a 24-inch diameter tree will have a 24-inch stump to grind. However, trees often have above-ground roots radiating from the tree. These “runners” need to be ground and that grinding increases overall costs. Stump grinding costs have been adjusted to reflect this reality.
4. Treatments appear to be working. However, there are numerous ash trees that were treated that are showing signs of decline. This could be related to ineffective treatment on those particular trees or some other factor (e.g. girdling roots, ash decline).
5. The overall budget did not factor in the costs associated with tub grinding large diameter trees that will not fit through a chipper. Parks & Recreation is working with a local Ames company to salvage some of this wood and reduce these costs.
6. Ash trees along trails and multi-use paths in wooded areas were not accounted for in the original Plan. These areas will be assessed in 2020, any ash trees that are within sixty feet of the trails/paths will be removed, and stumps will be treated to avoid re-sprouting.
7. Offering homeowners input on species selection for replacement trees in the ROW adjacent their home has been very well received.

FITNESS PASSPORT SERVICE AGREEMENT

This Fitness Passport Service Agreement (this "Agreement") is entered into on August 20, 2020 (the "Effective Date"), by and between OptumHealth Care Solutions, LLC, including its affiliates ("Optum") and The City of Ames including its Participating Facilities ("Network"). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the "Parties" and individually as a "Party".

WHEREAS, Network wishes to become part of the Optum Fitness Passport network comprised of facilities that provide services to support the Fitness Passport Program to Optum's clients; and

WHEREAS, Optum provides its client's Members access to the Fitness Passport Program (as further described in Appendix A); and

WHEREAS, Optum desires to include Network as part of its Fitness Passport Program offering so that Optum's client's Members may access the Fitness Passport Program.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder enrolled in a qualifying health plan that may or may not be a member of a Participating Facility and is not enrolled in the Fitness Passport Program.

Member: A benefit holder enrolled in a qualifying health plan that is enrolled in the Fitness Passport Program and is a member of a Participating Facility.

Participating Facility: Each Network facility location, unless otherwise excluded as expressly stated in Appendix A herein that is obligated by this Agreement to participate in the Fitness Passport Program.

Network Facility Reimbursement: The amount of reimbursement Optum has agreed to remit to Network toward a Member's monthly membership rate that Network represents has met the established Fitness Passport Program visit criteria as defined by Optum in Appendix A.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue for a

period of twelve (12) months (“Initial Term”). Thereafter, this Agreement shall automatically renew for successive twelve (12) month terms (each a “Renewal Term”), unless sooner terminated in accordance with Section 2.2 of this Agreement.

2.2 Termination. This Agreement may be terminated by any of the following:

- a) After the Initial Term, during any Renewal Term thereafter, either Party may terminate this Agreement at any time by giving a minimum sixty (60) days’ written notice to the other Party;
- b) By either Party upon written agreement; or
- c) If either Party breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period.

Notwithstanding the above, this Agreement shall terminate immediately upon delivery to the other Party of written notice of termination on the occurrence of one of the following:

- a) Bankruptcy, insolvency or the dissolution of either Party;
- b) Assignment of this Agreement by either Party without the permission of the other Party; or
- c) The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party’s name, symbol or logo (“Mark”), including but not limited to uses of the Mark authorized by this Agreement. Notwithstanding, the obligation to pay Network Facility Reimbursement to Network by Optum shall survive Termination for 60 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party’s liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3 OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program. Each Participating Facility shall provide all Members with unlimited visits to the Participating Facility and all standard Network services, during the hours of operation as advertised by the Participating Facility to include, if applicable, an initial orientation to a Participating Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Facility will provide Members with unlimited visits to Participating Facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and federal laws. Network shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport Program, unless the Member contacts Optum first, in which case that Member will be re- directed to the Network. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. Network will assign an account management individual or team to support Optum with implementation of the Fitness Passport Program.

ARTICLE 4 OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets the Fitness Passport Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network agrees that the only payment Optum is responsible for is in accordance with its obligation described in Section 4.1. The Member is responsible for all other costs, fees and charges related to services not included in the Network standard membership services. Network will not seek and will hold Optum harmless for any charges, fees, costs or expenses a Member may incur that are not part of the obligation of Optum under Section 4.1.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5 CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Except as required by law or as ordered by a court of competent jurisdiction, each Party shall protect and shall not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement: (a) it will use such Confidential Information only as permitted by this Agreement as required by law or as otherwise permitted in writing, (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party except as otherwise required by law (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity except as otherwise required by law. A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed by law, to permit

intervention at its option. The obligations stated in this Section shall survive termination of this Agreement for so long either Party has access to the other's Confidential Information.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials.

Network hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide Network with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, and/or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display the Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and Network shall immediately cease its use and display of the Optum Marketing Materials. All uses of the Optum Marketing Materials shall be subject to Optum's prior approval. Optum hereby represents and warrants to Network that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, Network obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights

Network hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display all names, trademarks, trade names, service marks and logos of Network and its affiliates (collectively, the "Network Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect. Network hereby represents that it has the right to grant the license as set forth in this paragraph.

ARTICLE 6 DISPUTE RESOLUTION

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

ARTICLE 7 RESPONSIBILITY FOR DAMAGES AND INDEMNIFICATION

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims,

liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

Except for claims indemnified hereunder, or breaches of provisions related to confidentiality of information provided, in no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

7.2 Indemnification. To the extent allowable by law, the Parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages"), which arise out of the indemnifying Party's: (i) breach of this Agreement; (ii), negligence or willful misconduct.

7.3 Indemnification Procedures. Promptly, upon becoming aware of any matter which is subject to the provisions of Article 7 (a "Claim"), the Party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other Party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.

The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The Parties will cooperate in the settlement or defense and give each other full access to all relevant information.

If the Indemnifying Party: (i) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a Claim; or (ii) fails to proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable attorney's fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or in any other capacity.

8.3 Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement and after its termination for so long as the services are provided to

Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.4 Certificate of Insurance. Network and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third party auditor to review the files and materials used by Network for the purpose of auditing compliance by Network related to Network's obligations under this Agreement. Optum may exercise such right of audit during normal business hours upon five (5) business days prior written notice to Network. Network shall cooperate with Optum's auditor in the performance of any audit. Optum shall be solely responsible for the cost of the audit, providing however, if such audit reveals reporting discrepancies to Optum, Network shall bear the costs of such audit.

8.6 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.7 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.8 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Iowa.

8.9 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the Network and Optum.

8.10 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.11 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.12 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:
OptumHealth Care Solutions, LLC
Attn: Contracts Administration

11000 Optum Circle
Eden Prairie, MN 55344

Notice to Network:
The City of Ames
Attn: Director of Parks & Recreation
515 Clark Ave
Ames, IA 50010

8.13 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

OptumHealth Care Solutions, LLC

11000 Optum Circle
Eden Prairie, MN 55344

The City of Ames

515 Clark Ave
Ames, IA 50010

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

Internal Control No.: 00536015.0

Appendix A

Fitness Passport Program Fees and Description of Services

- I. **Fitness Passport Program Description:** The Optum Fitness Passport Program provides eligible Members with pre- determined monthly membership rates to Participating Networks when they enroll in the Fitness Passport Program. The Optum Fitness Passport Program also reimburses Participating Networks a pre-determined amount when Members meet the established program criteria as defined by Optum.
- II. **Network Reimbursement Fees:** In connection with participating in the Fitness Passport Program, Optum will reimburse Network a pre-determined amount each calendar month for each participating Member, following Network's validation and representation that the Member has met the program criteria as defined by Optum below. The Network Facility Reimbursement payment is associated with a Member's cumulative number of visits to any Participating Facility. For the avoidance of doubt, the Network Facility Reimbursement payment is not applicable to each Participating Facility individually.

Member Participation Requirement	Network Reimbursement amount paid by Optum
Member visits any Participating Facility during calendar month	\$4.00 per visit to Participating Facility with a maximum monthly payment of \$32.00 (8 visits)

III. **Description of Services:**

1. **Network Responsibilities.**

Network shall be responsible for:

- a) **Participating Facility Membership Fees:** In connection with participating in the Fitness Passport Program, Network shall waive any and all enrollment and membership fees for those Members that enroll in the Fitness Passport Program. Network will need to enroll the eligible Member in the Fitness Passport Program in order to be eligible for reimbursement.
- b) Network will reasonably cooperate with Optum to create Fitness Passport Program communication and promotional materials for Optum to send to Optum's clients, Members or Eligible Members.
- c) Maintaining a Web site that provides Participating Facilities locations including Network branches by zip code as well as a list of amenities and services, hours of operation and other information for each Participating Facility. Network shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members.

- d) By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, the Network or Optum's designated third party will deliver to Optum, in a file format specified by Optum, a file containing the usage data for the prior month for every Member in the Fitness Passport Program, regardless of how many times they visited the Network each month (from zero visits to 12 or more visits per month). Network will report a Member's cumulative number of visits to any Participating Facility in the file containing usage data. Network is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member's monthly visit total to Network. Network will be responsible for accurate reporting monthly and correct any errors in reporting and will hold Optum harmless from any such errors. For purposes of this Agreement, Optum will only be responsible for those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, the Network has two calendar months to report a Member's April visit count for purposes of calculating a possible Network Facility Reimbursement. Upon identifying any processing errors Network will promptly notify Optum of these errors and the errors will be corrected in the next month's payment cycle.
- e) Assisting to resolve questions, complaints or grievances related to a Member's participation in the Fitness Passport Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and/or grievances that require the involvement of Optum.
- f) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

- a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.
- b) Making reasonable efforts to notify Optum's Eligible Members of Fitness Passport Program enrollment guidelines and processes.
- c) Posting updated facilities as a Participating Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.
- d) Upon receipt of Member Fitness Passport Program utilization information on a monthly basis from Network or Optum's designated third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to Network. Optum will designate with an error code any records which are ineligible for any such payments.
- e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will provide the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to Network. In addition, by the twenty-third day of the month Optum will send a payment via electronic funds transfer ("EFT") to Optum's designated third party equal to the total amount of Network Facility Reimbursement to Network for the prior month.
- f) Additional administrative and support services as described herein.

3. Additional Fitness Passport Program Guidelines.

- a) The Network Facility Reimbursement period for Network is calculated based on each calendar month only, regardless of the date of enrollment by the Member. A Member who signs up for the Fitness Passport Program will enable Network to be eligible to earn an Network Facility Reimbursement payment from Optum commencing as of the month the Member enrolls. For example, if the Member enrolls in the Fitness Passport Program on January 5, Network may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a Network on or after January 1 through the end of January.

Appendix B

Fitness Passport Program Performance Standards

Network and Optum accept the minimum performance standards set forth below.

Section 1 Minimum Standards

1.1 Customer Service: Participating Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. Network will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	Timeframe
E-mails and written inquiries to Participating Facilities from Optum	Network will respond within two (2) business days
Member complaint and/or grievance resolution	Network must notify Optum in a timely manner of any disputes or other grievances involving Members and Network will work to resolve ninety-five percent (95%) of such disputes within seven (7) business days.

1.2 Data and Payment Processing Schedule: Network, Optum and Optum's designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix		
Network to provide Member usage file to Optum or Optum's designated third party*	Optum to provide eligibility verification file to Optum's third party	Optum or Optum's designated third party to transmit the Network Facility Reimbursement to Network's designated account
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the month of usage**	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data**
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage received in February

* If Optum notifies Network that Optum utilizes a third party to collect Member usage from Network, Network will provide Member's monthly usage reports to Optum's designated third party no later than by the fifth day of the month.

** Subject to timely receipt of usage data received by Network

COMMISSION ACTION FORM

SUBJECT: FITNESS PASSPORT SERVICE AGREEMENT WITH OPTUMHEALTH CARE SOLUTIONS, LLC

BACKGROUND:

Since 2009, Parks and Recreation (P & R) has been providing Silver Sneakers classes through an agreement with Humana Insurance. Silver Sneakers classes are offered two times per week and Humana reimburses P & R \$3 for every class visit and weight room visits. In 2017, the Parks and Recreation Commission approved an agreement with American Specialty Health Fitness, Inc. (Coventry insurance) to offer Silver & Fit. Under this agreement, P & R is reimbursed \$3 per visit to a Silver Sneakers class, weight room visit, or Zumba Gold class. Both have been very positive partnerships.

UnitedHealthcare started a similar program called Renew Active and contacted Parks and Recreation about offering this program in addition to the ones previously mentioned. OptumHealth Care Solutions, UnitedHealthcare's sister company, sent the attached agreement to review as they are administering this fitness reimbursement benefit program. The City Attorney reviewed the agreement and required a few changes to it, which were accepted by OptumHealth Care Solutions. Per the agreement, Parks and Recreation will be reimbursed \$4 per visit to a Silver Sneakers class or the weight room with a maximum of eight visits per month.

By offering the Renew Active program, we will be able to reach more people in this age group. This will also not affect the partnership with Humana or Coventry as these programs are similar but provided by different insurance carriers.

ALTERNATIVES:

1. Approve the Fitness Passport Service Agreement with OptumHealth Care Solutions, LLC.
2. Do not approve the Fitness Passport Service Agreement with OptumHealth Care Solutions, LLC.
3. Refer back to staff.

STAFF'S RECOMMENDED ACTION:

The Renew Active program will reach more people and is a complement to the Silver Sneakers and Silver & Fit programs currently offered. Therefore, staff recommends the Commission approve Alternative #1; approving the Fitness Passport Service Agreement with OptumHealth Care Solutions, LLC.

To: Mayor and City Council Members
From: Keith Abraham, Parks and Recreation Director
Date: July 14, 2020
Subject: Community Gardens

On April 14, 2020, City Council asked staff to provide a memo on what could be done to either utilize the current community gardens better or increase the community garden space.

CURRENT GARDENS:

Parks and Recreation currently manages two community garden spaces which are at 1) Squaw Creek Park, and 2) Carr Park. More information on each of these garden areas is below:

Squaw Creek Park

This park at the south end of South Maple Street is the main community garden area in the park system and it contains 63 garden plots that are 10' X 25' or 10' X 40' in size. There are three water hydrants available and space is provided for garden debris and composting. Gardeners pay \$20-\$25 per year for the space and most gardeners use the same garden plot year after year. Due to demand, 17 plots and two water hydrants were added to bring the total to 63 and three respectively. As you can see in the picture below, there is little, if any, room to add additional plots to this garden area.



Carr Park

In 2016, four raised garden beds were installed at Carr Park, 1704 Meadowlane Avenue, to provide a gardening opportunity for individuals with disabilities or mobility issues. Since then, an additional 10 raised beds have been added to bring the total to 14. This site does not have

a water hydrant but it is planned to add one in the future. Gardeners pay \$15 per year for the bed and most gardeners use the same one year after year. As you can see in the picture below, additional raised beds could be added to this garden area.



POTENTIAL AREAS FOR EXPANDING COMMUNITY GARDENS:

Staff reviewed parkland and non-parkland owned by the City and determined that there are three areas described below that warrant consideration for use as a community garden. If the City Council directs staff to explore any of these areas further, staff would need to reach out to the neighbors for feedback. The potential areas with descriptions and associated development costs are highlighted below:

1) Harrison Road Right-of-Way

This area is just west of Welbeck Drive and is approximately 1.8 acres. It does not appear Harrison Road will be extended over the railroad tracks so this could be a good use for this land that has sat vacant for many years. It is currently being mowed by an adjacent property owner. The lot is large enough that other amenities could be added in the future (e.g. play equipment, shelter, etc.) if a need is determined. The cost to connect water to this site, delineate garden plots, and signage would be approximately \$8,000. Additionally, this lot currently does not have a sidewalk and if it is decided to add one, there would be an additional cost (approximately \$4,000) to developing this site.



2. Between North Dakota Avenue and Delaware Avenue (Former water tower site)

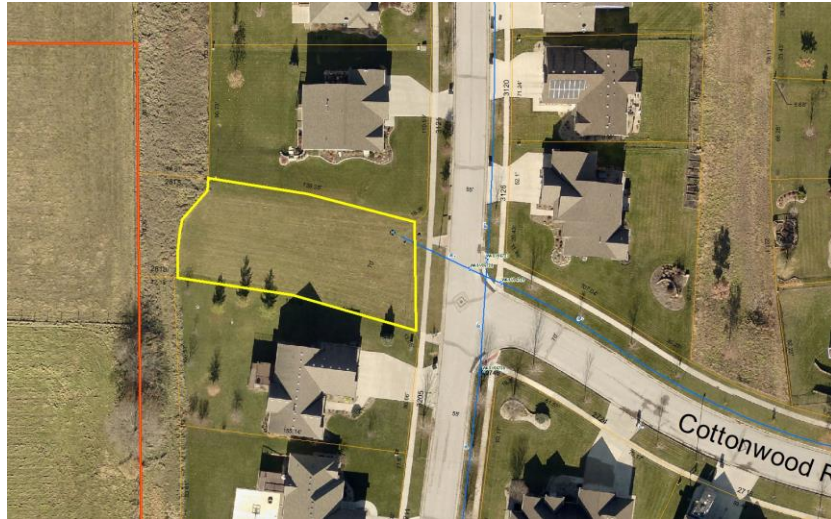
This area is just east of Utah Drive between North Dakota and Delaware. There is an electrical substation south of the approximately one acre open area which could be used for gardens. When the water tower was removed, the footings were cut at a depth of three feet below ground level which should not interfere with gardening. It is currently being mowed by the City. The cost to connect water to this site, delineate garden plots, and signage would be approximately \$6,500. Additionally, this lot currently does not have a sidewalk and if it is decided to add one, there would be an additional cost (approximately \$12,000) to developing this site. For reference, there is sidewalk to the north of this lot, but not to south.



3) Cottonwood Road Right-of-Way

This area is just west of Red Fox Road and is approximately 0.3 acres. Unlike Harrison Road, Cottonwood will be extended west to State Avenue at some point in the future. Until that happens, this site could be used for community gardens. It is currently being mowed by the

City. The cost to connect water to this site, delineate garden plots, and signage would be approximately \$5,000. This lot does have a sidewalk, so there would be no additional cost to developing this site.



STAFF COMMENTS:

The three new sights mentioned for consideration would spread community gardens to the north, south, and west of the city limits in addition to the two existing gardens which serve central and east Ames.



Caring People ♦ Quality Programs ♦ Exceptional Service

TO: Keith Abraham, Director of Parks and Recreation

FROM: Staff

RE: Monthly Report August 2020

PARKS AND FACILITIES:

1. Staff has been working with other City department staff in conducting disaster cleanup throughout the City. Staff has been inspecting, cutting, chipping, and hauling tree debris from the right of ways and parks.
2. Staff has been preparing the softball fields at North and South River Valley for the Adult Softball Program as well as the sand volleyball courts at Inis Grove Park for the Adult Sand Volleyball program. Also, one field was painted for the Adult Soccer program at North River Valley Park.

RECREATION PROGRAMS:

1. Public skate is back at the Ames/ISU Ice Arena. Participants must pre-register to attend as space is limited.
2. Thirty-five people participated in deep water aqua classes at Municipal Pool.
3. In July, started the second session of outdoor fitness classes with 100 people participating in 12 classes in various parks.
4. A six-week session of fitness classes started at the Community Center with 57 people participating in nine classes.
5. Yoga in the Park (Bandshell Park) continued through August 1 with approximately 30 to 60 people attending each week.
6. Homewood Golf Course has been busy since the course opened May 1 with 2,120 rounds played in May, 2,825 in June, and 3,548 in July.
7. Three virtual Municipal Band concerts were held featuring Jive at Five, Sturms and Strings, An Evening of Jazz, and also included past favorite performances of the Municipal Band and Simon Estes.

8. Neighborhood Park Apaloozas started July 8. These FREE family events in neighborhood parks were hosted by the Fire Department, Police Department, Parks & Recreation, and Ames Public Library. Water Day, DIY Birdhouse, Story & Dance, Kickball, and an Obstacle Course were held at Bandshell Park, Daley Park, Franklin Park, Hutchison Park, Country Gables Park, and Greenbriar Park.

PROJECT UPDATE:

1. HPC, Inc., Ames, Iowa is continuing to make progress on both restrooms in Inis Grove Park. The renovated restroom located along Duff Ave is nearing completion. Final walkthrough and punch list items are nearing completion. The new restroom building is enclosed and expected to be completed in early September.
2. Henkel Construction, Ames, Iowa is in the final stages of completing the Brookside restroom renovation. Only punch list items need to be completed before opening the restrooms to the public. Once times allows, City staff will be seeding the disturbed areas from construction.
3. Staff and contractors are in the process of completing Sunset Ridge Park, 325 Wilder Ave. The concrete contractor completed installation of the shelter pad, playground border, and sidewalks. The grills, benches, trashcans, and the electrical are all that is left to complete the park. Seeding will take place in the coming weeks as the weather will be more conducive for growing turf.
4. R.H. Grabau Construction, Boone, Iowa, will start demolition of the building remnants in late August and the construction will officially start. The building is expected to be completed by April 1, 2021.