

ITEM # 11  
DATE 3-25-2008

### COUNCIL ACTION FORM

**SUBJECT: SOUTH CAMPUS AREA NEIGHBORHOOD (SCAN) NEIGHBORHOOD IMPROVEMENT GRANT AGREEMENT EXTENSION**

**BACKGROUND:**

In April 2007, SCAN entered into an agreement with the City to provide neighborhood services including a program to correct Municipal Code violations within their neighborhood through education and voluntary compliance rather than enforcement; organization of an "Adopt-A-Block" program with ongoing clean-up of specific blocks; a follow-up report describing conditions found; suggestions on continued improvement; and identification of non-compliant properties. The agreement required that SCAN complete the tasks and submit a final report to the City by November 1, 2007. The field work related to the agreement has been completed, but SCAN has notified the City that the report is not complete and has requested an extension of the contract until April 1, 2008.

**ALTERNATIVES:**

1. Approve a resolution authorizing the Mayor to sign an extension of the April 2007 neighborhood improvement agreement with the South Campus Area Neighborhood, extending the term of the agreement until April 1, 2008.
2. Deny extension of the neighborhood improvement agreement.

**MANAGER'S RECOMMENDED ACTION:**

The proposed extension of the neighborhood improvement agreement with SCAN will allow them to be reimbursed for completion of neighborhood improvement services.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving a resolution authorizing the Mayor to sign an extension of the April 2007 neighborhood improvement agreement with the South Campus Area Neighborhood, extending the term of the agreement until April 1, 2008.

OLD

## SOUTH AREA CAMPUS NEIGHBORHOOD AGREEMENT

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of April, 2007, by and between the CITY OF AMES, IOWA (hereinafter called "City"); and SOUTH CAMPUS AREA NEIGHBORHOOD ASSOCIATION (hereinafter called "SCAN"),

### WITNESSETH THAT:

WHEREAS, the South Campus Area Neighborhood Association has agreed to assist the City in correcting municipal code violations within their neighborhood initially through education and voluntary compliance rather than through enforcement; and,

WHEREAS, the City desires to continue its support of preserving quality neighborhoods throughout our community;

NOW, THEREFORE, the parties hereto have agreed and do hereby agree that:

### I PURPOSE

The purpose of this Agreement is to state the nature, limits, and procedure for operational financial support by the City to SCAN during the during the term of this agreement.

### II SCOPE OF SUPPORT

The City shall make payments totaling \$3,700 to SCAN for the following tasks to:

- 1) Identify violations of various City ordinances related to the use and condition of properties in the neighborhood. Rather than initiating formal enforcement proceedings with the City, SCAN representatives initially will make contact with the property owners, or tenants if appropriate, to attempt to correct the deficiencies first by voluntary compliance. Only after voluntary compliance has failed will the City be asked to intervene.
- 2) Work with the Greek community to help organize an "Adopt-A-Block" program that will accomplish on-going clean-up of specific blocks in the neighborhood.
- 3) Provide a follow-up report describing the conditions that were found in the area, suggestions regarding what needs to be continued, and identification of those properties that were non-compliant.

It is agreed that SCAN may use volunteer labor or student interns under the direction of SCAN to accomplish the above tasks for this project.

**III  
METHOD OF PAYMENT**

Disbursement of funds appropriated by Section II shall occur as follows:

- a. Requests for reimbursement shall be made bi-monthly by SCAN in writing to the City's Director of Finance and include an itemization of all hours worked.
- b. The City shall reimburse SCAN at a rate of \$10 per hour for each hour worked on project tasks.
- c. The maximum total amount payable by the City under this agreement is \$3,700, as detailed in Section II above, and no greater amount shall be paid.
- d. SCAN shall repay to the City any disbursed funds for which required documentation of actual expenses is not provided.

**IV  
CONDITIONS**

While performing any of the tasks under this agreement, SCAN is an independent contractor and not an officer, agent, or employee of the City.

SCAN agrees to indemnify and hold the City harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as a result of performing tasks under this agreement.

**V  
DURATION**

This agreement shall be in full force and effect from <sup>April</sup> ~~March~~ 1, 2007 until November 1, 2007. No disbursements shall be made under this agreement after November 1, 2007 unless approved in advance by the City Council.

**IN WITNESS WHEREOF**, the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

**CITY OF AMES, IOWA**

By: Ann H. Campbell  
Ann H. Campbell, Mayor

Attest: Diane R. Voss  
Diane R. Voss, City Clerk

**SOUTH CAMPUS AREA  
NEIGHBORHOOD ASSOCIATION**

By: Fern Kupfer  
Fern Kupfer, President

By: Stephen Ringlee  
Stephen Ringlee, Treasurer

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**CITY OF AMES, IOWA**

By: Ann H. Campbell  
Ann H. Campbell, Mayor

Attest: Diane R. Voss  
Diane R. Voss, City Clerk

**SOUTH CAMPUS AREA  
NEIGHBORHOOD ASSOCIATION**

By: Fern Kupfer  
Fern Kupfer, President

By: Stephen Ringlee  
Stephen Ringlee, Treasurer

**SOUTH CAMPUS AREA NEIGHBORHOOD EXTENSION OF AGREEMENT FOR OPERATIONAL FINANCIAL SUPPORT**

**THIS EXTENSION OF AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF AMES, IOWA (hereinafter called "City"); and SOUTH CAMPUS AREA NEIGHBORHOOD (hereinafter called "SCAN"), extends the agreement for operational financial support between the City and SCAN dated April 11, 2007.

**WITNESSETH THAT:**

The parties hereto intend and do hereby agree that the the agreement for operational financial support dated April 11, 2007, shall be in full force and effect until April 1, 2008. No disbursements shall be made under this agreement after April 1, 2008, unless approved in advance by the City Council.

**IN WITNESS WHEREOF**, the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

**CITY OF AMES, IOWA**

**SOUTH CAMPUS AREA NEIGHBORHOOD ASSOCIATION**

By: \_\_\_\_\_  
Ann H. Campbell, Mayor

By: \_\_\_\_\_  
Fern Kupfer, President

Attest: \_\_\_\_\_  
Diane R. Voss, City Clerk

By: \_\_\_\_\_  
Stephen Ringlee, Treasurer