

COUNCIL ACTION FORM

SUBJECT: **CY STATUE AGREEMENT**

BACKGROUND:

In conjunction with the celebration of the Ames Sesquicentennial, the City has been approached about a project to place life-sized Iowa State University mascot “Cy” statues throughout the community. These fiberglass statues will be sponsored by individuals, companies or groups, and will be decorated by individual artists. This project, led by participants in the Chamber of Commerce's Leadership Ames XXVII class, is serving as a fundraiser for local non-profit organizations, and is named “CyclONE City.” The statues will be displayed temporarily for six months, after which they will be auctioned with the proceeds going to charity.

At the February 25, 2014 City Council Meeting, direction was given for staff to prepare an agreement with the Chamber of Commerce to allow placement of the Cy statues on City property. That agreement is attached.

The agreement outlines the respective responsibilities of the City and of the Chamber of Commerce. The City will be responsible to approve locations of the pads with the input of the Public Art Commission. The Chamber will be responsible for providing insurance, pad and statue installation, maintenance of the pad and statue, and site restoration once the pad is removed (unless the City agrees to a permanent pad location).

The Public Works Operations Manager will serve as the City's liaison with the Chamber, and will coordinate selection of site and pad installation and removal.

ALTERNATIVES:

1. Approve the attached agreement with the Ames Chamber of Commerce for the temporary placement of Cy statues on City property.
2. Do not approve this agreement.

MANAGER'S RECOMMENDED ACTION:

This project will create a public/private partnership aimed to beautify and create a sense of pride in our community during its sesquicentennial year. While the “Cy” statue is a unique sculpture to Ames, many other cities have had great success using temporary fiberglass displays to generate interest and enthusiasm for their communities. These temporary exhibits are successful only through collaboration between the many

stakeholders. The attached agreement clearly states the roles and responsibilities of both parties.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the attached agreement with the Ames Chamber of Commerce for the temporary placement of Cy statues on City property.

**AGREEMENT FOR TEMPORARY OBSTRUCTION
OF CITY PROPERTY FOR PLACEMENT OF STATUES**

THIS AGREEMENT, effective April 4, 2014, made and entered into by and between the CITY OF AMES, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter called "City") and AMES CHAMBER OF COMMERCE, a non-profit organization, organized and existing pursuant to the laws of the State of Iowa (hereinafter called "Chamber");

WITNESSETH THAT:

WHEREAS, the City has determined that it is willing to be involved in a project with the Chamber to place life-sized Iowa State University mascot "Cy" statues (hereinafter "statues") throughout the community. Such locations to be determined and approved by the City should be provided in accordance with the terms of this written agreement as hereinafter set out;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide a temporary obstruction permit to the Chamber for multiple locations as determined by the City for the placement of statues; to establish the methods, procedures, terms and conditions governing the placement by the Chamber of such statues; and to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the placement.

II. COVERAGE

This agreement and temporary obstruction permit shall cover for each statue placement: the location of the statue, the pad the statue sits upon, the statue, any plaque associated with the statue, and any statue accessories.

III. RESPONSIBILITIES OF THE PARTIES

A. The City shall be responsible for the following:

1. The City's Representative shall approve the placement of the statues and associated pads on public property with the input of the Public Art Commission.
2. The City's Representative shall be Corey Mellies, Public Works Operations Manager.
3. The City shall be responsible to designate any permanent pad locations and any permanent statue locations to be accepted into the City's public art collection.

- B. The Chamber shall be responsible for the following:
1. The Chamber shall be responsible for the costs of installing any new pads.
 2. The Chamber shall be responsible for the installation of all statues.
 3. The Chamber shall be responsible for pad and statue removal, unless the City agrees to a permanent pad and/or statue location.
 4. The Chamber shall provide for maintenance of the pad and statue including, but not limited to, repairing any damages, cleaning any vandalism, etc.
 5. The Chamber shall be responsible for restoration of the sites at all locations after the pads and statues are removed.

IV. INSURANCE

The Chamber shall provide and maintain an insurance policy naming the City as an additional insured with comprehensive general liability limits in the amount of \$500,000 combined single limit. The policy shall remain in full force and effect during the life of this agreement. A copy of the current insurance certificate shall be maintained on file with the City Clerk.

V. REVOCATION AND TERMINATION

The City shall have the right to revoke any specific location chosen for the placement of a statue and terminate this agreement related to that specific location.

VI. LAWS

This contract is governed by the laws of the State of Iowa with venue in Story County District Court.

VII. ASSIGNMENT

This Agreement may not be assigned or transferred by the Chamber without the prior written consent of the City.

VIII. DURATION

For the non-permanent locations, this Agreement shall be in full force and effect from the date of the agreement and for as long as the pad and statues remain in place at the chosen locations.

For the permanent statue locations chosen by the City, this Agreement shall be in full force and effect from the date of the agreement until the permanent statue locations are designated and accepted by City.

For the permanent pad locations designated by the City, this Agreement shall be in full force and effect from the date of the agreement for as long as the statues remain in place at the permanent location.

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

AMES CHAMBER OF COMMERCE

By: _____
Mayor Ann Campbell

By: _____
Dan Culhane, President and CEO

Attest: _____
Diane Voss, City Clerk

<p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>On this _____ day of _____, 2014, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the _____ day of _____, 2014, and that Ann H. Campbell and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.</p> <p>_____ Notary Public in and for the State of Iowa</p>	<p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>This instrument was acknowledged before me on _____, 2014, by Dan Culhane, as President and CEO of Ames Chamber of Commerce.</p> <p>_____ Notary Public in and for the State of Iowa</p>
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