

COUNCIL ACTION FORM

SUBJECT: CITY COUNCIL GRANT PROGRAM - 2013/14 AND 2014/15 CONTRACTS

BACKGROUND:

During approval of FY 2013/14 Budget Amendments and adoption of the FY 2014/15 Budget, the City Council reviewed requests from local organizations through its City Council Grant Program. The City Council allocated Local Option Sales Tax funds for these organizations to provide facilities and services to the public. In total, \$20,000 was allocated for activities occurring in FY 2013/14 and \$147,000 was allocated for activities occurring in FY 2014/15.

The parties must enter into a contract (blank version attached) to confirm the manner in which allocated funding will be used. City staff has prepared the contracts, which have been signed by each organization and are now before the City Council for approval. For Ames 150th Celebration activities taking place in FY 2013/14, the following scope of services and amount has been prepared:

Ames 150th Celebration (Ames Foundation)		\$20,000
Funds provided shall be to secure a concert stage, associated equipment, and qualified equipment operators for a national performance act, which shall perform a concert open to the public during the downtown Fourth of July activities in Ames.		
Drawdown Schedule:		
<u>Task</u>	<u>Date</u>	<u>Amount</u>
Stage equipment reserved	March 2014	\$20,000

The remaining contracts are for activities that will take place in FY 2014/15. Those organizations, scopes of services, and amounts are as follows:

Ames Economic Development Commission		\$7,500
Funding will be used to purchase one year's access to the Buxton SCOUT program. Reports from this program will be made available to representatives of prospective businesses, existing businesses, and others requesting retail analysis of the Ames area. The Provider shall send a report to the City in January 2015 and in July 2015 summarizing the use of the program.		
Drawdown Schedule:		
<u>Task</u>	<u>Date</u>	<u>Amount</u>
Renew Buxton Subscription	July 2015	\$7,500

Ames Historical Society	\$24,000
<p>Funds awarded shall be used towards occupancy costs (including rent, utilities, insurance, phones and communication lines, and inspections) related to documenting and housing historical artifacts from and about the Ames community. Funds shall additionally be used for curatorial activities related to managing, cataloging, storing, rotating, and disposing of exhibits in the Provider's collection. The curatorial activities shall be conducted at a rate commensurate with 20 hours per week of work.</p>	
<p>Drawdown Schedule:</p>	
<u>Task</u>	<u>Date</u> <u>Amount</u>
One quarter operating expenses	September 2014 \$6,000
One quarter operating expenses	December 2014 \$6,000
One quarter operating expenses	March 2015 \$6,000
One quarter operating expenses	June 2015 \$6,000

Ames International Partner Cities Association	\$5,000
<p>Funds provided shall be used to undertake such activities as will foster and promote friendly relations and mutual understanding between the people of Ames, Iowa and people of similar cities of other nations. These activities shall include the hosting of international delegations, the sending of delegation leaders, and the sending of youth delegation chaperones in sanctioned trips to the City's recognized partner cities. The Provider shall also act as a coordinating influence among those organizations, groups and individuals desiring to engage in activities furthering those objectives and purposes stated above.</p>	
<p>Drawdown Schedule:</p>	
<u>Task</u>	<u>Date</u> <u>Amount</u>
Hosting Expenses for JH Delegation	September 2014 \$2,400
Sending chaperones with school delegation	July 2014 \$2,100
Supplies and Equipment	June 2015 \$ 500

Ames 150th Celebration (Ames Foundation)	\$11,500
<p>Funds provided shall be used to support activities related to the Ames 150 on the 4th. These shall include securing a live music act, a stage and tent structure for a Chautauqua, and children's activities.</p>	
<p>Drawdown Schedule:</p>	
<u>Task</u>	<u>Date</u> <u>Amount</u>
Hosting Ames 150 on the 4 th activities	July 2014 \$11,500

Campustown Action Association (Ames Chamber of Commerce)	\$25,000
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Funds awarded shall be used to complete an information campaign regarding construction activities in the district, develop a summer series of family activities, assist the City with the implementation of a façade grant program, and create a Healthiest Ames campaign for Campustown. The Provider shall serve as a point of contact for coordinating events held in Campustown, regardless of whether the event is sponsored by the Provider or another entity.

<u>Task</u>	<u>Date</u>	<u>Amount</u>
Create construction information campaign	June 2015	\$6,250
Develop a summer series of family events	August 2014	\$6,250
Assist in developing a façade grant program	November 2014	\$6,250
Create Healthiest Ames initiative	March 2015	\$6,250

Homecoming Central Committee	\$1,000
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Funds awarded shall be used towards costs associated with contracting for and/or providing for a pancake feed to be held as an alcohol-free activity during the late night hours of one night of Homecoming weekend 2014. In turn, patrons of the pancake feed will be charged lower prices than they would if expenses were not subsidized.

<u>Task</u>	<u>Date</u>	<u>Amount</u>
Host pancake feed	October 2014	\$1,000

Hunziker Youth Sports Complex	\$26,000
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Funds awarded shall be used towards operating expenses for facilities, including but not limited to utilities, communications, supplies, equipment, professional services, and maintenance. In turn, participants in sports programs will be charged lower participant fees than they would if operating expenses were not subsidized.

<u>Task</u>	<u>Date</u>	<u>Amount</u>
Provide and maintain turf playing surfaces	August 2015	\$19,000
Provide/maintain HYSC facilities (garbage, utilities, etc.)	August 2015	\$ 7,000

Main Street Cultural District	\$39,000
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\$5,000 of the funds provided shall be used towards permanent beautification activities in the downtown area; and \$27,000 shall be allocated to conduct Summer Sidewalk Sales, Foodies & Brew, Oktoberfest, Halloween Costume Ball, and Snow Magic. Provider has indicated that it intends to conduct Pub Crawl, Art Walk, and Music Walk, although no financial reimbursement is assigned to these activities.

In recognition of the Sesquicentennial Celebration, \$7,000 of the funds shall be used to conduct Fourth of July Parade and Festival activities in 2014 beyond what was conducted in 2013. Attachment A shall serve as a baseline of expenditures.

The Provider shall serve as a point of contact for coordinating events held in the Main

Street Cultural District, regardless of whether the event is sponsored by the Provider or another entity.

Drawdown Schedule:

<u>Task</u>	<u>Date</u>	<u>Amount</u>
Conducting Fourth of July activities beyond what was conducted in 2013	July 2014	\$ 7,000
Completing Beautification Projects	October 2014	\$ 5,000
Conducting Summer Sidewalk Sales, Foodies & Brew, Oktoberfest, Halloween Costume Ball, and Snow Magic	December 2014	\$27,000

ATTACHMENT A

Main Street Cultural District expenses for Fourth of July 2013 (excluding staff time expenses)

misc	\$364.66
Bill Riley	500.00
Grand Marshal	400.00
Sound	800.00
Fred Love	300.00
Alpha	703.13
Inflatables	963.00
Golf Car	254.40
Portable toilet	100.00
Radio	382.00
Flower	9.10
Shirts	788.00
ISU Spirit Squad	150.00
Décor/Banners	500.00
Garbage Rental	100.00
Garbage supplies	90.00
Extra Toilets	140.00
Rental Truck	250.00
Design	150.00
Water/Ice	100.00
Emcee	380.00
Total	\$7,424.29

The City Council has also allocated \$8,000 for VEISHEA, Inc. to conduct its midnight pancake feed during VEISHEA 2015. VEISHEA, Inc. has signed and returned its contracts per instructions. However, after the civil disturbance and the University's cancellation of the event during 2014, the future form of VEISHEA is unclear at this time. City staff believes it is prudent to wait for the University to determine what activities, if any, will be undertaken in 2015. After that time, the City and VEISHEA can determine the appropriate role for City funding. The \$8,000 will remain budgeted but with no contractual commitment until that role is determined.

ALTERNATIVES:

1. Approve the contracts for FY 2013/14 and FY 2014/15 with the organizations listed above, with the scopes of services and amounts as shown. Do not approve a contract with VEISHEA, Inc. at this time.
2. Modify the authorized amount or scope of services for one or more organization.
3. Do not approve these funding contracts.

MANAGER'S RECOMMENDED ACTION:

Many of these activities have been supported by Council over the past several years. Funding for these activities was included in the City Council's 2013/14 and 2014/15 Budgets.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the contracts for FY 2013/14 and FY 2014/15 with the organizations listed above, with the scopes of services and amounts as shown. Further, the City Council will not approve a contract with VEISHEA, Inc. at this time.

CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered into the ___ day of _____, 2014, by and between the **CITY OF AMES, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and _____ (a nonprofit entity organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

WITNESSETH THAT:

WHEREAS, the City of Ames has, by its City Council acting in open and regular session, determined that certain services and facilities to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out, in accordance with all applicable Federal, State, and Local laws or regulations;

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

I PURPOSE

The purpose of this Agreement is to procure for the City of Ames and its citizens certain services and facilities as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II SCOPE OF SERVICES

A. For an amount not to exceed \$_____, the City agrees to purchase the Provider's services and facilities as generally described in the Provider's 2014/15 application. This description shall be made a part of this Agreement.

B. The Provider's application proposal is modified as described in the box below:

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III METHOD OF PAYMENT

A. All payments to be made by the City of Ames pursuant to this Agreement shall be reimbursement for actual costs incurred by Provider in providing services required by Section II above. Any alternate payment arrangements must be approved by the City Council.

B. The City will disburse payment monthly on requisition of Provider.

C. Requisitions for disbursement shall be made in such form and in accordance with such procedures as the Director of Finance for the City shall prescribe. Said form shall include but not be limited to an itemization of the nature and amount of costs for which reimbursement is requested, and must be filled out completely.

D. The maximum total amount payable by the City of Ames under this agreement is detailed in the SCOPE OF SERVICES (Part II of this contract), and no greater amount shall be paid.

E. All unobligated amounts disbursed to the Provider shall be repaid to the City as of the effective date of termination of this agreement. The Provider shall repay to the City any disbursed funds for which documentation of actual expenses is not provided.

F. The Provider shall requisition for funds no more frequently than once per month. If Provider wishes to request disbursement of funds on other than a monthly basis, the Provider must submit a request in writing to be approved by the City Manager's Office. Failure to request reimbursement in a timely manner shall be grounds for termination of this agreement. In no case will a disbursement request be accepted for reimbursement after July 15th of the following fiscal year.

IV FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.

B. Monies disbursed to Provider by the City will be deposited by Provider in an account under the Provider's name. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.

C. All costs for which reimbursement is claimed shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

D. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for funds made available hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the City.

E. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the use made of monies disbursed hereunder.

F. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered

by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records.

G. The Provider must submit a final report to the City within thirty (30) days of the submission of the final requisition for reimbursement or the concluding date of this contract, whichever is earlier. The final report shall describe, at minimum, the services and facilities provided under the contract, an accounting of the number of individuals to whom services or facilities were provided, and any supporting documentation to substantiate these descriptions. Failure to submit a final report as required may result in any funds awarded to the Provider through subsequent contracts being held in sequestration until the final report is complete.

**V
DURATION**

This Agreement shall be in full force and effect from and after July 1, 2014, until June 30, 2015. The City Council may terminate this Agreement by giving written notice to the Provider at least sixty (60) days before the effective date of such termination. From and after the effective date of termination, no further disbursement under this Agreement shall be made by the City. Any money disbursed to the Provider and unencumbered or unspent as of the effective date of termination, shall be repaid to the City.

**VI
DISCRIMINATION PROHIBITED**

In accordance with Chapter 14 of the Municipal Code, no person shall, on the grounds of age, race, color, creed, religion, national origin, disability, sexual orientation, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Agreement.

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

ATTEST:

BY _____
Ann Campbell, Mayor

Diane Voss, City Clerk

Organization Name

BY _____
Authorized Representative