#### ITEM # <u>35e</u> DATE <u>04-28-20</u>

#### COUNCIL ACTION FORM

#### <u>SUBJECT</u>: REQUEST FROM AMES MAIN STREET FOR ADDITIONAL FUNDS FOR LANDSCAPING PROJECT

#### BACKGROUND:

The City uses an annual application process to evaluate requests for funds from outside organizations. In this process, requests are considered all at one time, rather than throughout the year. The application indicates: "Requests for funding may be made at other times of the year in the event that an unforeseen need or opportunity arises that could not be fulfilled using the normal application timeline. To be considered, the applicant must demonstrate why the request could not be made before the normal funding deadline."

In FY 2019/20, Ames Main Street (AMS) received an allocation of \$47,297, including \$7,500 for beautification (FY 2019/20 contract is Attachment 1 at the end of this report). The beautification funds have typically been used to fund the planting of the large round planters in the downtown area.

For FY 2020/21, the City Council established a pool of \$205,374 in Local Option Sales Tax funds to be used towards outside funding requests. Following an evaluation of requests, City staff recommended, and City Council approved, an allocation of \$50,035 to AMS for FY 2020/21. Ames Main Street's proposal included several activities that have been performed in prior years by the organization, including organizing special events and conducting beautification activities. In total, Ames Main Street's application for FY 2020/21 requested funding in the amount of \$60,000.

The proposal included a significant increase in the beautification activity. In the current year, as in prior years, this activity has been funded at \$7,500. For FY 2020/21, AMS proposed expanded beautification efforts for a total of \$20,200. The application indicated the beautification activity would include: "Conduct beautification efforts throughout Downtown Ames and in the public right of way (contract with landscaping company to maintain planters and flowerbeds and update signage to new brand are new expenses and are responsible for the increase from \$7,500)." The beautification activity was listed as the highest priority activity in AMS's application.

In the application evaluation process, City staff noted that this was a substantial increase for beautification, and that a portion of it appeared to involve a one-time effort to replace signage. City staff noted in the Council's report on January 31 that the Council could consider allocating one-time funds for the signage update, if the Council was interested. The use of one-time funding from General Fund savings for one-time

projects has been used in the past by the City Council as a way of avoiding building funds into the annual operating funding allocation through this program. One-time funds have been provided to Ames Main Street in the past for the downtown lighting project. During the Budget Wrap-Up Session, however, the City Council did not take action to provide any one-time funds.

Following the allocation of funds in the budget for AMS and the other outside organizations, contracts were prepared. City staff included an allocation of \$7,500 for the FY 2020/21 beautification task in the draft contract (Attachment 2). AMS has signed and returned the contract, which will be presented to the City Council for approval in May along with other outside organization contracts.

The City Council received a letter dated April 6 from AMS, which was subsequently referred to staff (Attachment 3). AMS indicated it had obtained a quote from Country Landscapes to plant and maintain the downtown flower beds, in the amount of \$30,422.72 (discounted to \$29,422.72 if agreed to "in the next few weeks." AMS proposes using its \$7,500 current year allocation for a portion of these expenses, leaving \$21,922.72 unfunded. AMS requests City funds for that unfunded amount, to complete the landscaping project. AMS has indicated that the signage updates that were included in the proposed FY 2020/21 grant application would not be funded as part of this project.

If additional funds were approved by the City Council for landscaping, the current FY 2019/20 contract with AMS would be amended to reflect a total of \$29,423 for beautification activities. The funds would be provided from the Local Option Sales Tax Fund. In accordance with the existing agreement, this project would need to be completed by June 30 to be eligible for drawdown.

## ALTERNATIVES:

- 1. Do not approve additional funds for AMS to conduct expanded beautification activities.
- Direct staff to work with AMS to reallocate funds in AMS' FY 2020/21 contract to provide additional funding for beautification by eliminating other contracted tasks. This funding would be available after July 1, and Council direction would be required to determine which tasks to reduce.

If the Council approves this alternative, City staff can explore whether the funding can be advanced into FY 2019/20, allowing the project to proceed this spring.

- 3. Approve the request and:
  - Amend the FY 2019/20 contract with AMS to include a total of \$29,923 for beautification activities, with a total contract amount not-to-exceed \$69,720.
  - b. Allocate an additional \$21,923 in the Local Option Sales Tax Fund balance for AMS to be used for beautification activities.

#### **CITY MANAGER'S RECOMMENDED ACTION:**

The City Council has adopted a process to consider outside funding requests and make funding decisions. That process involves reviewing the requests at one time during the fall budget preparation season and making final decisions in the winter. The City Council was alerted to the possibility of making a one-time allocation to AMS for increased beautification activities in February but declined to take action.

In addition, given the negative impact that COVID-19 is having on the City's Local Option Sales Tax revenues, staff believes it would not be advisable to increase expenditures from this fund at this time.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

# **CONTRACT FOR SERVICES**

THIS AGREEMENT, made and entered into the 1st day of July, 2019, 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 Ames Chamber of Commerce (an entity organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider") for Ames Main Street;

### 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 **\$47,297**, the City agrees to purchase the Provider's services and facilities as generally described in the box below:

Drawdown Schedule:			
Task	Date	Amount	
-Host 4th of July Parade	July 2019	\$6,800	
-Fulfill req'ts to maintain Ames as an MSI community and Iowa	Aug. 2019	\$6,500	
Great Place, including seeking and managing grants (Part 1)	-		
-Maintain a current building and business inventory, district	Dec. 2019	\$2,000	
statistics, per the requirements of the MSI program			
-Serve as a point of contact regarding downtown public policy	Dec. 2019	\$4,000	
issues and inform property owners and tenants about policy			
changes, construction projects, and other issues that may affect		<b>F</b>	
downtown (Part 1)			
-Host Snow Magic	Dec. 2019	\$2,500	
<b>—</b>			
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1			
		CITY	OF AMES, IOWA

-Fulfill req'ts to maintain Ames as an MSI community and Iowa Great Place, including seeking and managing grants (Part 2)	Feb. 2020	\$6,500
-Conduct beautification efforts in the public right-of-way	May 2020	\$7,500
-Host ArtWalk	June 2020	\$2,500
-Host district-wide retail promotions	June 2020	\$2,000
-Serve as a point of contact for special events, whether organized by Ames Main Street or others	June 2020	\$3,000
-Serve as a point of contact regarding downtown public policy issues and inform property owners and tenants about policy changes, construction projects, and other issues that may affect downtown (Part 2)	June 2020	\$3,997

#### 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, 2019, until June 30, 2020. 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, sex, or gender identity 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** BY John Haila, Mayor

ATTEST:

Diane Voss, City Clerk

Ames Chamber of Commerce, for **Ames Main Street** ΒY Authorized Representative

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#### II SCOPE OF SERVICES

A. For an amount not to exceed **\$50,035**, the City agrees to purchase the Provider's services and facilities as generally described in the box below:

Drawdown Schedule:		
<u>Task</u> -Host 4th of July Parade	<u>Date</u> July 2020	<u>Amount</u> \$6,800
-Fulfill req'ts to maintain Ames as an MSI community and Iowa Great Place, including seeking and managing grants (Part 1)	Aug. 2020	\$6,500 \$6
-Maintain a current building and business inventory, district statistics, per the requirements of the MSI program	Dec. 2020	\$2,000
-Serve as a point of contact regarding downtown public policy issues and inform property owners and tenants about policy	Dec. 2020	\$4,000
changes, construction projects, and other issues that may affect downtown (Part 1)		
-Host Snow Magic	Dec. 2020	\$3,000

-Fulfill req'ts to maintain Ames as an MSI community and Iowa Great Place, including seeking and managing grants (Part 2)	Feb. 2021	\$6,500
-Conduct beautification efforts in the public right-of-way	May 2021	\$9,000
-Host ArtWalk	June 2021	\$3,000
-Host district-wide retail promotions	June 2021	\$2,000
-Serve as a point of contact for special events, whether organized by Ames Main Street or others	June 2021	\$3,235
-Serve as a point of contact regarding downtown public policy issues and inform property owners and tenants about policy changes, construction projects, and other issues that may affect downtown (Part 2)	June 2021	\$4,000

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### $\mathbf{V}$

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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\_\_\_\_\_ John Haila, Mayor

Diane Voss, City Clerk

Ames Chamber of Commerce, for **Ames Main Street** 

BY\_\_\_\_\_Authorized Representative



April 6, 2020

Ames Mayor and City Council 515 Clark Ave Ames, IA 50010

Dear Mayor Haila and Members of the Ames City Council,

I submit this letter today for your consideration of a one-time payment totaling \$21,922.72 to assist with Ames Main Street's downtown beautification efforts. If you recall AMS' FY2021 Outside Funding Request, the organization asked for additional funds for downtown beautification, but the City was understandably unable to do so at that time. It was noted in the Council Action Form (included) however, that a one-time payment may be possible to assist with these beautification efforts, which will need to take place in the next month or two.

With that in mind, the Ames Main Street organization contacted Country Landscapes, who we have worked with before for downtown landscaping and beautification, but went away from them for a few years as we tried to achieve this objective with very generous donations from Lowe's and volunteer labor. While the donations from Lowe's of product, supplies, and VTO for Lowe's employees to assist with the downtown plantings are greatly appreciated, we found that maintenance and keeping the plants clean, alive, and weeded were more than volunteers could possibly handle. There are over 25 flower beds alone on Main Street, and volunteers were simply not able to maintain all of them throughout the year.

Therefore, we have been working with Country Landscapes to plant all the flower beds throughout downtown, as well as water, maintain, and replant them as necessary. We have done our best to attain the best value possible, and after much time and effort and much generosity, flexibility, and patience from Country Landscapes, we have come to the total amount of \$30,422.72 for the entire landscaping package. That said, Country Landscapes has offered to provide \$1,000 off the total price if we are able to come to terms in the next few weeks, bringing the total price down to \$29,422.72. Since the city has already included \$7,500 in the FY2020 AMS contract for downtown beautification, that then brings the final price down to the aforementioned \$21,922.72.

You may ask, if we provide a one-time payment for this year's landscaping, how will it be paid for going forward? Ames Main Street is currently working on alternative funding models to ensure this can be continued in future years, but we truly believe we need to work with Country Landscapes for one-year and allow them to showcase their work and expertise in a way that will provide a value proposition to people we may ask to support financing such work in future years.

Ames Main Street certainly understands the City has many obligations and requests, especially at this critical juncture in time, but we hope you will strongly consider assisting us in the manner described to bring beauty, color, and liveliness to Downtown Ames for the spring, summer, and fall of 2020.

Providing beautiful and welcoming places to socialize and interact is such a critical role of downtown areas, which is why the city invests in downtown beautification every year as part of our annual funding agreement. Ames Main Street believes moving forward in this way will do just that and build significant good will throughout the community.

In closing, we hope the Council will decide to place this request for one-time funds in the amount of \$21,922.72 on your next agenda for discussion and consideration.

Downtown beautification is a critical partnership between the City and Ames Main Street, and we want to ensure we provide a beautiful landscape and area for residents and visitors alike to enjoy while spending time in Downtown Ames.

We thank you for your consideration and look forward to continuing to work with the City on this and many other items in the time ahead.

Sincerely,

Drew Kamp Executive Director Ames Main Street



JOB TITLE:

#### Corporate Office • 3801 East Lincoln Way, Ames, IA 50010 Toll Free 1.800.794.9795 • Corporate Fax 515.232.8325 • www.countrylandscapes.com

PROPOSAL #: 0215422 SALESPERSON: Ben Hershey CUSTOMER NO: AMEFOU ORDER DATE: 1/15/2020

Page: 1

Ship To: Sold To: AMES FOUNDATION MAIN STREET BEAUTIFICATION 304 MAIN ST MAIN STREET AMES, IA 50010 AMES, IA 50010 02. PLANTING BEDS ITEM SIZE QTY SHREDDED HARDWOOD MULCH 980.00 SQFT PREEN - PRE EMERGENT 980.00 SQFT ASSORTED PERENNIALS/GRASSES 980.00 EACH ASSUMES 12" ON CENTER PLANTING FOR EACH BED NO WARRANTY DUE TO HIGH TRAFFIC AREA SECTION TOTAL: \$24,841.97 **03. WATERING** ITEM QTY SIZE WATERING PER TRIP - BILL AS NEEDED 1.00 EA SECTION TOTAL: \$197.00 **04. MAINTENANCE** SIZE QTY ITEM LANDSCAPE MAINTENANCE 20.00 LS (1) VISIT PER WEEK FOR (20) WEEKS INCLUDES WEEDING, DEAD HEADING & FERTILIZING. FALL CLEANUP-BEDS 1.00 LS SECTION TOTAL: \$5,383.75

JANUARY 2020 - MAIN STREET BEAUTIFICATION (REVISED 4.3.20)

WE PROPOSE to furnish material and labor in accordance with the above specifications \$ 30,422.72.	Sales Tax	30,422.72 0.00
A minimum deposit of <u>\$ 7,605,68</u> is due with signed proposal before work can I In the event that the specified varieties or sizes of nursery stock are not available, w to make substitutions of variety and size at no additional cost when such substitution compromise the integrity of the design. If no substitutions are available, the items to be installed and invoiced as a separate job. Invoicing will occur either at comple (for projects exceeding one month in duration).	ve reserve the right Order Total: \$30 ns do not will be backordered	0,422.72
AUTHORIZED SIGNATURE DATE		
ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions (including those in Attachment A) are satisfactory and are hereby accepted. Country Landscapes, Inc. is authorized to do the work as specified.	Date of Acceptance:	
\$ is hereby paid as a deposit with check #	Signature	
The balance of received invoices will be paid within 10 days of invoice date. A finance charge of 1 1/2 % per month, which is an annual percentage rate of 18%, will be charged on accounts over 30 days past due, plus attorney's fees and costs related to the collection of amounts owed & not paid when due.	Signature	

This proposal may be subject to repricing after \*\*\* 2/14/2020 \*\*\*

 SALE PRICED NURSERY STOCK CARRIES A 1-YEAR WARRANTY LIMITED TO SALE PRICE PAID.

 SALE PRICED PERENNIALS CARRY NO WARRANTY.
 •

 DISCONTINUED ITEMS CARRY NO WARRANTY.
 •

 N - Indicates Sales Nursery Stock
 •
 P - Indicates Sale Perennial
 •
 D - Indicates Sale

 N - Indicates Sales Nursery Stock
 •
 P - Indicates Sale Perennial
 •
 D - Indicates Sale

#### **OUTSIDE FUNDING REQUESTS SUMMARY**

#### January 31, 2020

The City uses an application process to evaluate funding requests from outside organizations. Applications are evaluated by a team of City staff members. Requests were given preference if they involved activities that would otherwise be conducted by the City at a greater cost, had a broad-based appeal to the community, provided a unique benefit or service, or pursued current City Council goals.

The City Council authorized a total of \$205,374 for the requests, or an increase of 4% over the adopted FY 2019/20 amount. These requests would be funded by the Local Option Sales Tax Fund. This excludes the request from the Ames Economic Development Commission (AEDC) for the Workforce Development Program, which is paid from Hotel/Motel Taxes.

For FY 2019/20, The Community Academy received \$15,000, which the City Council authorized to come from Council Contingency funds. Therefore, it is not counted in the FY 2019/20 budgeted total. The Community Academy did not request funds for FY 2020/21.

Agencies' budget submittals are attached. Recommendations for funding are as follows:

Ames Historical Society • 19/20 Received: \$45,512 • 20/21 Request: \$49,500 • Recommendation: \$46,927	Funds will also be used to purchase new scanning equipment. The requested funding supports a variety of programming activities including preparing exhibits, answering research requests, presenting programs, and collaborating with community organizations on special projects. Specifically this year, AHS requested funds to increase the number of programs, including a new program recognizing the 100 <sup>th</sup> anniversary of the 19 <sup>th</sup> Amendment.
Ames International Partner <u>Cities Association</u> • 19/20 Received: \$6,000 • 20/21 Request: \$7,000 • Recommendation: \$5,525	AIPCA requested funds to potentially host or send a delegation to a new partner city in Kosovo. Additionally, a youth delegation will be hosted from Japan. It should be noted that a significant reason for the decrease in funding is related to the grant criterion that states grant funds can make up no more than 50% of the project revenues. AIPCA's budget shows \$8,800 in total revenues, with \$7,000 requested from the City. Some review team members felt this criterion had not been enforced in the past and therefore, AIPCA should not be held to it; others felt it should be adhered to. The average recommendation was \$5,525.

Ames Main Street • 19/20 Received: \$47,297 • 20/21 Request: \$60,000 • Recommendation: \$50,035	AMS requested funds to conduct beautification efforts Downtown and to support ArtWalk, Snow Magic, the 4 <sup>th</sup> of July Parade and retail events. In prior years, the City provided \$7,500 for beautification efforts; AMS is requesting \$20,200 for this activity in part due to the cost of installing new "Ames Main Street" branded signage. For this one-time signage update, the City Council could consider allocating one-time funds, if it is interested in supporting that program.
Campustown Action Association • 19/20 Received: \$32,965 • 20/21 Request: \$37,000 • Recommendation: \$35,168	CAA has requested funds for hosting Summerfest and two fall events. CAA would also use funds for beautification efforts, explore and promote façade improvements, and recruit outside organizations to hold events in Campustown.
Hunziker Youth Sports Complex • 19/20 Received: \$30,700 • 20/21 Request: \$32,000 • Recommendation: \$31,876	This request is to defray operating expenses for the Complex, which results in lower fees charged to participants.
Story County Housing Trust • 19/20 Received: \$35,000 • 20/21 Request: \$36,500 • Recommendation: \$35,843	This request is to fund owner-occupied home repairs and rental assistance programs for individuals and families in the City of Ames and Story County. Funds will be used to partially meet the 25% local match monies for the state annual grant award.

## Request from Hotel/Motel Tax Fund:

AEDC • 19/20 Received:\$15,000 • 20/21 Request: \$15,000 • Recommendation: \$15,000	Funds requested are to support the AEDC's workforce development programming. Funds would be used for a women in manufacturing event, a parent/student manufacturing event, online marketing, and sponsorship of a child care program.

	2019/20 Adopted	2020/21 Request	2020/21 Recomm.	\$ Increase or Decrease	% Increase or Decrease
Ames Historical Society	45,512	49,500	46,927	1,415	3.1%
Ames Int'l Partner Cities	6,000	7,000	5,525	-475	-7.9%
Ames Main Street	47,297	60,000	50,035	2,738	5.8%
Campustown Action Ass'n	32,965	37,000	35,168	2,203	6.7%
Hunziker Youth Sports Complex	30,700	32,000	31,876	1,176	3.8%
Story County Housing Trust	35,000	36,500	35,843	843	2.4%
TOTAL	\$ 197,494	\$222,000	\$ 205,374	\$ 7,900	4.0%

## FY 2020/21 Operational Funding Recommendations (Local Option)

## FY 2020/21 Operational Funding Recommendations (Hotel/Motel Tax Fund )

	2019/20 Adopted	2020/21 Request	2020/21 Recomm.
AEDC Workforce Development Program	\$ 15,000	\$ 15,000	\$ 15,000
TOTAL	\$ 15,000	\$ 15,000	\$ 15,000