

COUNCIL ACTION FORM

**SUBJECT: AMES FOUNDATION TREE PLANTING PARTNERSHIP AGREEMENT
RENEWAL FOR 2020 - 2025**

BACKGROUND:

The City and The Ames Foundation entered into a five-year tree planting partnership agreement in March 2015 following the success of the Ames 150 tree planting in the City's parks. It was determined that with the initiation of the Emerald Ash Borer (EAB) effort, this tree planting partnership could help with the reforestation and diversification of the City's tree canopy. In the first five years of this partnership, 723 trees have been planted in the rights-of-way.

The agreement for 2020-2025, Attachment A, has the City providing matching funds for the amount raised by the Ames Foundation. The City has planned to budget \$18,000 in each of the next five years for these plantings. In return, the Ames Foundation guarantees that the combined funds result in trees being planted by volunteers for the cost of the tree with no additional labor charges. Further, the agreement stipulates that the planting of trees is a City activity, so any volunteer would be covered under the City's insurance. The Ames Foundation Board approved the agreement during its November 20, 2019 meeting.

City staff will work to identify areas for plantings and select the types of species that will be allowed. Plantings will be done in rights-of-way along streets, and there will be no work performed on private property. This will be done in a proactive manner in established neighborhoods before tree removals begin, and may not always be directly related to ash tree removals.

ALTERNATIVES:

1. Approve renewal of the Tree Planting Partnership Agreement with The Ames Foundation commencing January 1, 2020 until December 31, 2025.
2. Refer agreement back to staff with suggested modifications.
3. Do not approve the agreement and discontinue this cooperative project.

CITY MANAGER'S RECOMMENDED ACTION:

By approving the renewal of this agreement with The Ames Foundation, the City will be able to engage volunteer assistance with helping in the reforestation and diversification of the City's trees. This is especially important considering the negative impact the Emerald Ash Borer is having on ash trees in the community. This partnership will also

continue to see the public become more invested in new trees planted through the work of volunteers.

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

MEMORANDUM OF AGREEMENT BETWEEN THE AMES FOUNDATION AND THE
CITY OF AMES

FOR THE PLANTING OF REPLACEMENT TREES ON CITY PROPERTY 2020-2025

This agreement between The Ames Foundation (The Foundation) and The City of Ames (The City), shall provide for the basis of a partnership between The Foundation and The City for the planting of replacement trees in areas where trees have been removed by The City as result of damage or the invasion of the Emerald Ash Borer. It is anticipated that this partnership will be in effect from January 1, 2020 until December 31, 2025.

1. The Foundation shall serve as the private fund raiser for the community-wide planting effort, and shall establish a separate account for the holding of any funds donated for the planting projects.
2. The Foundation will formally acknowledge all gifts of \$250 or more, and send appropriate correspondence to the donors.
3. The Executive Committee of The Foundation will oversee the account, and be authorized to make expenditures from the account.
4. The Foundation may make deposits of its funds into the account, as approved by the Foundation Board of Directors, to facilitate scheduled planting events.
5. The Foundation will deposit any funds received from The City, which are associated with planting events, into the account.
6. The Foundation will not be responsible for any planting expenses which may exceed the amount of funds in the account.
7. The Foundation Tree Planting Subcommittee will work with City staff in establishing planting event dates and times. City staff will determine location(s) where planting will occur, and the number and types of trees to be planted.
8. The City staff and The Foundation Tree Planting Subcommittee shall jointly establish a budget for annual tree plantings to be paid out of The Foundation account, and the portion each will plan to contribute to that budget, by August 1 of each year. That budget may be revised with the consent of both The City and The Foundation, based on the availability of funds as the City's fiscal year progresses, and as The Foundation's fund raising efforts proceed.

9. The Foundation will bill The City for its portion of the trees to be planted during each planting event, at the purchase prices of the trees. The Foundation will order the trees and arrange for delivery to a location designated by The City.
10. The Foundation will organize volunteers to assist with each planting event. It is anticipated that the volunteers will be involved in a City-sponsored activity, and that liability coverage would be provide under The City's insurance coverage.
11. The City reserves the right to audit The Foundation regarding the expenditure of City funds under this agreement.
12. This agreement may be amended with the mutual consent of both The Foundation and The City.
13. This agreement may be terminated by either party with sixty (60) days' notice to the other party.

APPROVED BY:


The Ames Foundation

11/20/2019
Date

John A. Haila
Mayor, City of Ames

Date

ATTEST:

Diane R. Voss, City Clerk
City of Ames