

A RESOLUTION

authorizing agreements for FY 2012 Signature Series Funding under the Tourism Development Program; transferring tourism development funds to the Parks and Recreation Department for the Heritage Festival.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute agreements for FY 2012 Signature Series Funding under the Tourism Development Program with the following organizations in the following amounts:

<u>Agency</u>	<u>Amount</u>
Columbia Art League – Art in the Park	\$ 12,000.00
John William Boone Heritage Foundation – Blind Boone Ragtime & Early Jazz Festival	12,000.00
First Night, Inc.	12,000.00
Ragtag Programming for Film & Media Arts – True/False Film Festival	12,000.00
Curators of the University of Missouri – University Concert Series Holiday Festival	12,000.00
Gateway Chapter of MS – Bike MS Express Scripts Gateway Getaway Ride	12,000.00

SECTION 2. The form and content of the agreement for each individual organization listed in Section 1 shall be substantially as set forth in "Exhibits A-F" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 3. At the request of the City Manager, the City Council hereby transfers \$12,000.00 from the Tourism Development Fund Account No. 229-4820-509.49-90 to the Parks and Recreation Fund Account No. 552-5575-490.02-29.

ADOPTED this _____ day of _____, 2011.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2011, by and between the City of Columbia, Missouri (hereinafter "City"), and Columbia Art League, (hereinafter "Contractor").

City and Contractor agree as follows:

1. The Contractor shall provide the services outlined in its proposal for the 2012 Art in the Park, as submitted to the City's Convention and Visitors Bureau, a copy of which is on file in that office, at a cost to the City of **\$12,000.00 (Twelve Thousand Dollars)** in connection with the performance of the services to be provided under the agreement, the Contractor agrees to comply with all civil rights laws, and further agrees not to discriminate against any individual or segment of the community on the basis of sex, race, color, age, religion, creed, national origin, veteran, disability status or sexual orientation.
2. Contractor agrees that it is responsible for all funds made available to Contractor by this Agreement and further agrees that it will reimburse to the City any funds expended in violation of city, state, or federal law or in violation of this agreement.
3. Contractor agrees that it will make no changes in the approved Project until the changes are approved in writing by the City.
4. Contractor agrees that it is subject to audit and review on request by the City. If contractor has a financial audit prepared, that report shall be furnished to the City's Convention and Visitors Bureau.
5. Contractor agrees that all funds received from the City will be expended as approved by City Council and none of the funds shall be diverted to any other use or purpose, except as recommended by the Convention & Visitors Bureau's Advisory Board and as approved by the City Council. Full records of all expenditures and disbursements and any income from the provision of the program described in Contractor's proposal shall be kept and open to City inspection during regular business hours.
6. Contractor agrees to provide the Convention and Visitors Bureau with copies of all financial documentation no later than 90 days following the last day of the funded event, as outlined in the Post-Event Documentation Procedures. Documentation must include copies of checks issued for payment of services or items, copies of corresponding invoices and copies of any required contracts. If Contractor does not provide financial documentation, they may not be eligible for future funding.
7. Contractor agrees that the Convention and Visitors Bureau and the City will be recognized as outlined in the Contractor's proposal.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

Agency

By: _____

IRS-EIN: _____

ATTEST:

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor. 229-4820-509-49.90

John Blattel, Director of Finance

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2011, by and between the City of Columbia, Missouri (hereinafter "City"), and the John William Boone Heritage Foundation (hereinafter "Contractor").

City and Contractor agree as follows:

1. The Contractor shall provide the services outlined in its proposal for the 2012 Blind Boone Ragtime & Early Jazz Festival, as submitted to the City's Convention and Visitors Bureau, a copy of which is on file in that office, at a cost to the City of **\$12,000.00 (Twelve Thousand Dollars)** in connection with the performance of the services to be provided under the agreement, the Contractor agrees to comply with all civil rights laws, and further agrees not to discriminate against any individual or segment of the community on the basis of sex, race, color, age, religion, creed, national origin, veteran, disability status or sexual orientation.

2. Contractor agrees that it is responsible for all funds made available to Contractor by this Agreement and further agrees that it will reimburse to the City any funds expended in violation of city, state, or federal law or in violation of this agreement.

3. Contractor agrees that it will make no changes in the approved Project until the changes are approved in writing by the City.

4. Contractor agrees that it is subject to audit and review on request by the City. If contractor has a financial audit prepared, that report shall be furnished to the City's Convention and Visitors Bureau.

5. Contractor agrees that all funds received from the City will be expended as approved by City Council and none of the funds shall be diverted to any other use or purpose, except as recommended by the Convention & Visitors Bureau's Advisory Board and as approved by the City Council. Full records of all expenditures and disbursements and any income from the provision of the program described in Contractor's proposal shall be kept and open to City inspection during regular business hours.

6. Contractor agrees to provide the Convention and Visitors Bureau with copies of all financial documentation no later than 90 days following the last day of the funded event, as outlined in the Post-Event Documentation Procedures. Documentation must include copies of checks issued for payment of services or items, copies of corresponding invoices and copies of any required contracts. If Contractor does not provide financial documentation, they may not be eligible for future funding.

7. Contractor agrees that the Convention and Visitors Bureau and the City will be recognized as outlined in the Contractor's proposal.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

Agency
By: _____
IRS-EIN: _____

ATTEST:

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor. 229-4820-509-49.90

John Blattel, Director of Finance

AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2011, by and between the City of Columbia, Missouri (hereinafter "City"), and First Night, Inc., a Missouri not-for-profit corporation, (hereinafter "Contractor").

City and Contractor agree as follows:

1. The Contractor shall provide the services outlined in its proposal for First Night Columbia 2012, as submitted to the City's Convention and Visitors Bureau, a copy of which is on file in that office, at a cost to the City of **\$12,000.00 (Twelve Thousand Dollars)** in connection with the performance of the services to be provided under the agreement, the Contractor agrees to comply with all civil rights laws, and further agrees not to discriminate against any individual or segment of the community on the basis of sex, race, color, age, religion, creed, national origin, veteran, disability status or sexual orientation.

2. Contractor agrees that it is responsible for all funds made available to Contractor by this Agreement and further agrees that it will reimburse to the City any funds expended in violation of city, state, or federal law or in violation of this agreement.

3. Contractor agrees that it will make no changes in the approved Project until the changes are approved in writing by the City.

4. Contractor agrees that it is subject to audit and review on request by the City. If contractor has a financial audit prepared, that report shall be furnished to the City's Convention and Visitors Bureau.

5. Contractor agrees that all funds received from the City will be expended as approved by City Council and none of the funds shall be diverted to any other use or purpose, except as recommended by the Convention & Visitors Bureau's Advisory Board and as approved by the City Council. Full records of all expenditures and disbursements and any income from the provision of the program described in Contractor's proposal shall be kept and open to City inspection during regular business hours.

6. Contractor agrees to provide the Convention and Visitors Bureau with copies of all financial documentation no later than 90 days following the last day of the funded event, as outlined in the Post-Event Documentation Procedures. Documentation must include copies of checks issued for payment of services or items, copies of corresponding invoices and copies of any required contracts. If Contractor does not provide financial documentation, they may not be eligible for future funding.

7. Contractor agrees that the Convention and Visitors Bureau and the City will be recognized as outlined in the Contractor's proposal.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

Agency

By: _____

IRS-EIN: _____

ATTEST:

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor. 229-4820-509-49.90

John Blattel, Director of Finance

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2011, by and between the City of Columbia, Missouri (hereinafter "City"), and Ragtag Programming for Film & Media Arts, (hereinafter "Contractor").

City and Contractor agree as follows:

1. The Contractor shall provide the services outlined in its proposal for the 2012 True/False Film Festival, as submitted to the City's Convention and Visitors Bureau, a copy of which is on file in that office, at a cost to the City of **\$12,000.00 (Twelve Thousand Dollars)** in connection with the performance of the services to be provided under the agreement, the Contractor agrees to comply with all civil rights laws, and further agrees not to discriminate against any individual or segment of the community on the basis of sex, race, color, age, religion, creed, national origin, veteran, disability status or sexual orientation.
2. Contractor agrees that it is responsible for all funds made available to Contractor by this Agreement and further agrees that it will reimburse to the City any funds expended in violation of city, state, or federal law or in violation of this agreement.
3. Contractor agrees that it will make no changes in the approved Project until the changes are approved in writing by the City.
4. Contractor agrees that it is subject to audit and review on request by the City. If contractor has a financial audit prepared, that report shall be furnished to the City's Convention and Visitors Bureau.
5. Contractor agrees that all funds received from the City will be expended as approved by City Council and none of the funds shall be diverted to any other use or purpose, except as recommended by the Convention & Visitors Bureau's Advisory Board and as approved by the City Council. Full records of all expenditures and disbursements and any income from the provision of the program described in Contractor's proposal shall be kept and open to City inspection during regular business hours.
6. Contractor agrees to provide the Convention and Visitors Bureau with copies of all financial documentation no later than 90 days following the last day of the funded event, as outlined in the Post-Event Documentation Procedures. Documentation must include copies of checks issued for payment of services or items, copies of corresponding invoices and copies of any required contracts. If Contractor does not provide financial documentation, they may not be eligible for future funding.
7. Contractor agrees that the Convention and Visitors Bureau and the City will be recognized as outlined in the Contractor's proposal.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

Agency

By: _____

IRS-EIN: _____

ATTEST:

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor. 229-4820-509-49.90

John Blattel, Director of Finance

AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2011, by and between the City of Columbia, Missouri (hereinafter "City"), and Curators of the University of Missouri - UMC Concert Series, (hereinafter "Contractor").

City and Contractor agree as follows:

1. The Contractor shall provide the services outlined in its proposal for the 2011 University Concert Series Holiday Festival, as submitted to the City's Convention and Visitors Bureau, a copy of which is on file in that office, at a cost to the City of **\$12,000.00 (Twelve Thousand Dollars)** in connection with the performance of the services to be provided under the agreement, the Contractor agrees to comply with all civil rights laws, and further agrees not to discriminate against any individual or segment of the community on the basis of sex, race, color, age, religion, creed, national origin, veteran, disability status or sexual orientation.

2. Contractor agrees that it is responsible for all funds made available to Contractor by this Agreement and further agrees that it will reimburse to the City any funds expended in violation of city, state, or federal law or in violation of this agreement.

3. Contractor agrees that it will make no changes in the approved Project until the changes are approved in writing by the City.

4. Contractor agrees that it is subject to audit and review on request by the City. If contractor has a financial audit prepared, that report shall be furnished to the City's Convention and Visitors Bureau.

5. Contractor agrees that all funds received from the City will be expended as approved by City Council and none of the funds shall be diverted to any other use or purpose, except as recommended by the Convention & Visitors Bureau's Advisory Board and as approved by the City Council. Full records of all expenditures and disbursements and any income from the provision of the program described in Contractor's proposal shall be kept and open to City inspection during regular business hours.

6. Contractor agrees to provide the Convention and Visitors Bureau with copies of all financial documentation no later than 90 days following the last day of the funded event, as outlined in the Post-Event Documentation Procedures. Documentation must include copies of checks issued for payment of services or items, copies of corresponding invoices and copies of any required contracts. If Contractor does not provide financial documentation, they may not be eligible for future funding.

7. Contractor agrees that the Convention and Visitors Bureau and the City will be recognized as outlined in the Contractor's proposal.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

Agency

By: _____

IRS-EIN: _____

ATTEST:

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor. 229-4820-509-49.90

John Blattel, Director of Finance

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2011, by and between the City of Columbia, Missouri (hereinafter "City"), and the Gateway Chapter of MS, (hereinafter "Contractor").

City and Contractor agree as follows:

1. The Contractor shall provide the services outlined in its proposal for the 2012 Bike MS Express Scripts Gateway Getaway Ride, as submitted to the City's Convention and Visitors Bureau, a copy of which is on file in that office, at a cost to the City of **\$12,000 (Twelve Thousand Dollars)** in connection with the performance of the services to be provided under the agreement, the Contractor agrees to comply with all civil rights laws, and further agrees not to discriminate against any individual or segment of the community on the basis of sex, race, color, age, religion, creed, national origin, veteran, disability status or sexual orientation.

2. Contractor agrees that it is responsible for all funds made available to Contractor by this Agreement and further agrees that it will reimburse to the City any funds expended in violation of city, state, or federal law or in violation of this agreement.

3. Contractor agrees that it will make no changes in the approved Project until the changes are approved in writing by the City.

4. Contractor agrees that it is subject to audit and review on request by the City. If contractor has a financial audit prepared, that report shall be furnished to the City's Convention and Visitors Bureau.

5. Contractor agrees that all funds received from the City will be expended as approved by City Council and none of the funds shall be diverted to any other use or purpose, except as recommended by the Convention & Visitors Bureau's Advisory Board and as approved by the City Council. Full records of all expenditures and disbursements and any income from the provision of the program described in Contractor's proposal shall be kept and open to City inspection during regular business hours.

6. Contractor agrees to provide the Convention and Visitors Bureau with copies of all financial documentation no later than 90 days following the last day of the funded event, as outlined in the Post-Event Documentation Procedures. Documentation must include copies of checks issued for payment of services or items, copies of corresponding invoices and copies of any required contracts. If Contractor does not provide financial documentation, they may not be eligible for future funding.

7. Contractor agrees that the Convention and Visitors Bureau and the City will be recognized as outlined in the Contractor's proposal.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

Agency

By: _____

IRS-EIN: _____

ATTEST:

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor. 229-4820-509-49.90

John Blattel, Director of Finance

Source:
Amy Schneider
Acting CVB Executive Director



Agenda Item No. _____

TO: City Council
FROM: City Manager and Staff
DATE: October 31, 2011



FISCAL and VISION NOTES:

City Fiscal Impact Enter all that apply:	
\$84,000	City's current net FY cost.
\$84,000	Amount of Funds Already appropriated
\$0	Amount of budget amendment needed
\$0	Estimated 2 yr net costs: One-time
\$0	Operating / On-going
Program Impact:	
N	New program/ agency (Y/N)
N	Duplicates/expands an existing program (Y/N)
N	Fiscal impact on any local political subdivision (Y/N)
Resources Required:	
N	Requires add'l FTE personnel? (Y/N)
N	Requires additional facilities? (Y/N)
N	Requires additional capital equipment? (Y/N)
Mandates:	
N	Federal or state mandated? (Y/N)
Vision Implementation Impact Enter Below All That Applies: Refer to Website:	
Y	Vision Impact? (Y/N or if N, go no further)
1.1	Primary Vision, Strategy and/or Goal Item#
	Secondary Vision, Strategy and/or Goal Item#
Task #	FY10/FY11 Implementation Task#

RE: Resolution Approving Tourism Development Funds for the 2012 "Signature Series" Events and Authorizing the City Manager to Execute Contracts and an Intra-Departmental Transfer of Funds

EXECUTIVE SUMMARY: The Convention & Visitors Bureau Advisory Board reviewed and discussed Tourism Development Funding for the 2012 Signature Series events at their October 31, 2011 meeting. These events are funded at \$10,000 per year with an additional \$2,000 per event, set aside for out-of-market promotion & advertising.

The following festivals & events are classified as "Signature Series": Art in the Park, J.W. Blind Boone Ragtime & Jazz Festival, First Night, Heritage Festival, True/False Film Festival, UMC Concert Series Holiday Festival, and MS 150 Script Express Bike Ride.

DISCUSSION: Since 2001, approximately \$2.3 million in Tourism Development Festivals & Events (TDFE) funding has been recommended by the CVB Advisory Board and approved by City Council.

Much of that funding has gone to the city's largest and oldest festivals and has greatly enhanced the quality of those events by enabling the organizers to bring in nationally recognized entertainers or exhibits. This has, in turn, drawn more visitors and more attention to the events and to Columbia. In recent years, our festivals have attracted the attention of travel writers and magazine editors, generating a significant amount of positive press for our city.

Signature Series events have been funded for over three years and have had a positive impact on the image of the city and shown excellent stewardship of TDFE funds. Even though overnight hotel stays for some of these events seems to have leveled off, they continue to collectively attract large numbers of visitors as well as local residents. These events make substantial contributions to the local economy and enhance the city's overall image.

FISCAL IMPACT: \$84,000. The funds have been appropriated in the FY12 CVB budget.

VISION IMPACT: 1:1 – Columbia will both sustain and creatively expand its foundation for arts and culture in our community.

SUGGESTED COUNCIL ACTIONS: Approval of the resolution, execution of contracts and execution of the transfer of funds to Parks & Recreation for the Heritage Festival.