

COUNCIL ACTION FORM

SUBJECT: REQUEST FOR SUPPORT FOR AMES MAIN STREET CULTURAL DISTRICT PARTICIPATION IN MAIN STREET IOWA PROGRAM

BACKGROUND:

In 2009, Main Street Iowa, a program of the Iowa Economic Development Authority, approved the application of the Ames Main Street Cultural District (MSCD) that Ames become a “Main Street Community.” Main Street Iowa has provided to MSCD training and technical support, including architectural design that assists the City’s Downtown Façade Grant program, as well as marketing and statewide exposure. The MSCD has also maintained accreditation as a National Main Street Community

Every two years, Main Street Iowa asks participating Main Street Programs to provide a Resolution of Support from the City. The City of Ames, MSCD, and Main Street Iowa also approve a Program Agreement every two years. On November 22, 2011 the City Council last approved the Resolution of Support and Program Agreement, which is in effect through June 30, 2014. The City Council has also provided financial support to MSCD since FY 2004-05. The MSCD requests that the City Council approve a new Resolution of Support and Program Agreement. (See Attached) In the Resolution the City states its support for the economic development approach of Main Street and also commits to “financial and philosophical” support.

ALTERNATIVES:

1. The City Council can pass the attached resolution in support of the Main Street Cultural District’s participation in the Main Street Iowa program and approve the attached Program Agreement.
2. The City Council can deny the request of Main Street Cultural District to support its participation in the Main Street Iowa program and deny approval of the Program Agreement.
3. The City Council can refer this item back to the City staff if it determines that the resolution or agreement should be modified.

MANAGER'S RECOMMENDED ACTION:

The Main Street Cultural District has benefitted from participation in Main Street Iowa, as evidenced by the special events, beautification projects, building improvements, and promotions in the past few years. The Resolution and Agreement allude to financial support in general, which the City Council has provided since 2004. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving a resolution in support of the Main Street Cultural District's participation in the Main Street Iowa program and approving the corresponding Program Agreement.

RESOLUTION NO.

**RESOLUTION APPROVING PROGRAM AGREEMENT
FOR
MAIN STREET IOWA
FOR THE CITY OF AMES, IOWA**

WHEREAS, in October 2011, the Main Street Cultural District (MSCD) requested continued support for its partnership with the City of Ames, Iowa, in the Main Street Iowa Program sponsored by the Iowa Economic Development Authority (IEDA); and,

WHEREAS, this Agreement is pursuant to contractual agreements between the National Trust for Historic Preservation and the IEDA to assist in the revitalization of the designated Main Street project area of Ames, Iowa; and,

WHEREAS, the MSCD will continue to receive on-site training and technical assistance by outside experts, as well as from local volunteers; and,

WHEREAS, other benefits include the availability of loan monies, conferences for staff, and inclusion in state marketing materials; and,

WHEREAS, the City Council of Ames, Iowa, endorses the goal of economic revitalization of the Downtown within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Four Point Approach® as developed by the National Trust for Historic Preservation and espoused by Main Street Iowa.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ames, Iowa, that financial and philosophical support of the Main Street Cultural District of the Main Street Iowa Program is hereby approved, and the Mayor is authorized to sign, along with the Main Street Cultural District President, the program agreement with the Iowa Economic Development Authority.

ADOPTED THIS 13th day of May, 2014.

Main Street Iowa Program Agreement

Agreement # PS2014-G300-01

Agreement between the Iowa Economic Development Authority, the City of Ames and Ames Chamber of Commerce / DBA Main Street Cultural District for the purpose of continuing the Main Street Program in Ames.

THIS AGREEMENT is entered into and executed by the Iowa Economic Development Authority herein referred to as the "IEDA", the City of Ames and Ames Chamber of Commerce / DBA Main Street Cultural District hereinafter referred to as the "Community or Local Main Street Program".

WHEREAS, Ames Chamber of Commerce / DBA Main Street Cultural District established a partnership with the Iowa Economic Development Authority in 2009 and desires that the program continue; and

WHEREAS, the Iowa Economic Development Authority desires to continue the relationship which has been established with Ames Chamber of Commerce / DBA Main Street Cultural District;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to do as follows:

SECTION I. The Local Main Street Program agrees to:

1. Maintain the local program's focus on the revitalization of the historic commercial district utilizing the Main Street Four Point Approach®. This should be reflected in the programs annual action plans, goals and objectives, vision, and mission statement.
2. Employ a paid full-time program director for the Local Main Street Program who will be responsible for the day-to-day administration of the Main Street program in the Community. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program work. Part time employment is 25 hours per week dedicated to the Local Main Street Program work. In the event this position is vacated during the time of this agreement, the Local Main Street Program agrees to fill this position in a reasonable time and provide a written timeline to fill this position to the Main Street Iowa State Coordinator.
3. Develop an accurate position description, which includes the rate of compensation, describing the administrative activities for which the program director is responsible. A copy of which is to be provided during the annual program visit.
4. Maintain worker's compensation insurance for the program director and staff. Provide proof of insurance during the annual program visit.
5. Maintain an office within the designated boundaries of the local Main Street district.
6. Submit monthly performance reports to the IEDA by established deadlines. The reports will document the progress of the Local Main Street Program's activities. Should a Local Main Street Program become three months tardy on submission of monthly reports, program services available through Main Street Iowa will be suspended until the Local Main Street Program has submitted all late reports to become current.
7. Provide the State Main Street Coordinator with one (1) copy of any materials published or printed that relate to the Local Main Street Program
8. Achieve National Main Street Center accreditation at a minimum once every three years. Not achieving National Main Street Center accreditation at a minimum once every three years will result in termination of this agreement and loss of recognition as a Main Street Program Community.
9. Participate, as required by the State Main Street Coordinator, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for National Main Street accreditation, the Local Main Street Program must have representation at both days, in their entirety, of the four training sessions held annually, indicated as mandatory on the program calendar. In addition, any newly hired program director will be required to participate in Main Street Orientation, as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Community.

10. Have a Resolution of Support passed by the city council. This resolution must stipulate sources of funding for the program, who will be designated to supervise the program director, (i.e., the Main Street Board, etc.), a commitment to appoint a city official to represent the city on the local Main Street governing board of directors, and that the Local Main Street Program will continue to follow the Main Street Four Point Approach® as developed by the National Main Street Center, Inc. and espoused by Main Street Iowa.
11. Have a Resolution of Support passed by the Local Main Street Program Board of Directors. This resolution must stipulate a commitment to continue to follow the Four-Point Main Street Approach® as developed by the National Main Street Center, Inc.
12. Maintain a “Designated Main Street Network” membership with the National Main Street Center.
13. Use the words “Main Street” when referring to the local program, either as an official part of the organization’s name or as a tagline such as... “A Main Street Iowa community”. As a designated Main Street Iowa community, the Local Main Street Program is allowed and encouraged to include the National Main Street Center and the Main Street Iowa logos on local program websites, marketing materials, etc.
14. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
15. Remain in compliance with the requirements of this program as outlined in this agreement. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program, the Local Main Street Program will be notified of non-compliance and given a probationary period in which to return to compliance. Continued non-compliance will result in termination of this agreement and loss of recognition as a Main Street Program Community.
16. Submit with this Program Agreement one (1) copy the City’s Resolution of Support, one (1) copy of the Local Main Street Program Board of Director’s Resolution of Support, and one (1) completed W-9 of the Local Main Street Program.

SECTION II. The IEDA agrees to:

1. Designate a Main Street State Coordinator to handle communication between the Community, the Main Street Iowa Program, and state government agencies.
2. Coordinate up to four (4) statewide training sessions annually for program directors and local Main Street volunteers based on the combined needs of all Iowa Main Street Communities.
3. Conduct three to four one-day (1) Main Street orientations for all new program directors, board members and volunteers. The Orientation will introduce the program director to the Main Street Program and to their immediate responsibilities. Orientation meetings will be held in a central Iowa location.
4. Conduct an on-site program visit annually.
5. Provide continuing advice and information to the Local Main Street Program.
6. Include the Community in the Main Street Iowa network.
7. Provide, as requested and can be scheduled, on-site technical assistance visits to the Local Main Street Program with Main Street Iowa personnel in the areas of design, economic restructuring, promotion, organization, committee training, board planning retreat facilitation, action planning.
8. Offer training via the Iowa Communications Network (ICN) or Webinars up to three times each year.

SECTION III. The PARTIES hereto otherwise agree as follows:

1. The term of this agreement shall be for a period of two years, beginning July 1, 2014, and ending June 30, 2016. It may be extended or revised by a written amendment signed by both parties.
2. This agreement shall be binding upon and shall insure to the benefit of the parties and their successors.
3. Not to discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin. The parties further agree to take affirmative action to assure that employees are treated without regard to their race, color, region, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin during employment.
4. Either party may terminate this agreement without cause after 30 days written notice to the other party.
5. This document memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or written.
6. The IEDA is limited to furnishing its technical services to the Community and thus nothing contained herein shall create any employer-employee relationship.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: _____ (Date) _____
(Mayor) _____
Ames, Iowa
(City)

BY: _____ (Date) _____
(Board President) _____
Ames Chamber of Commerce /
DBA Main Street Cultural District
(Local Main Street Program)

BY: _____ (Date) _____
Deborah V. Durham, Director
Iowa Economic Development Authority