

**COUNCIL ACTION FORM**

**SUBJECT: REQUEST FOR SUPPORT FOR 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 an application from the Main Street Cultural District (MSCD) to become a Main Street Iowa Community. Main Street Iowa provides training, technical support, and financial resources to participating Main Street Iowa communities. A program agreement between MSCD, the Iowa Economic Development Authority, and the City outlines the responsibilities of each party for MSCD to continue receiving this support.

The current program agreement is set to expire on June 30, 2016. A new agreement has been submitted for the City Council to consider. It contains largely the same terms as the current agreement, with minor changes and clarifications that primarily affect MSCD's relationship with the Iowa Economic Development Authority. The proposed agreement would be in effect for two years, expiring at the end of June 2018.

The City's responsibilities in this agreement include adopting a resolution of support for the MSCD, which stipulates the source of financial support, a commitment to appoint a City official to the MSCD board, and a commitment that the local program will follow the approach outlined by Main Street Iowa.

The City Council has provided support for the Main Street Cultural District on an annual basis. Although this agreement requires a commitment of financial support for the Main Street Cultural District, the City Council ultimately determines its financial support of the program on the basis of the activities proposed by MSCD during each budget process.

**ALTERNATIVES:**

1. Approve the Program Agreement and adopt a resolution of support for the Main Street Cultural District.
2. Do not approve the Program Agreement or resolution of support.

**MANAGER'S RECOMMENDED ACTION:**

The Main Street Cultural District receives critical support from the Main Street Iowa program. This support facilitates the events, activities, promotions, beautification projects, and grant opportunities in which the Main Street Cultural District participates. Although the resolution and program agreement require a financial commitment to the Main Street Cultural District on behalf of the City, the City Council is free to determine the level of support on the basis of the services Main Street Cultural District proposes to provide.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the Program Agreement and adopting a resolution of support for the Main Street Cultural District.

**RESOLUTION NO. \_\_\_\_**

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

WHEREAS, since 2008, an Agreement has existed between the Main Street Cultural District (MSCD), the City of Ames, and the Iowa Economic Development Authority for the purpose of continuing the Main Street Iowa program in the City of Ames; and,

WHEREAS, this Agreement is pursuant to contractual agreements between the National Main Street Center, Inc. and the Iowa Economic Development Authority to assist in the revitalization of the designated project area of Ames, Iowa; and,

WHEREAS, the Main Street Cultural District 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, 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, meeting in regular session on \_\_\_\_\_, that the City of Ames hereby agrees to support both financially and philosophically the work of the Main Street Cultural District and concurs that the Main Street Board shall supervise the Executive Director. The source of funds to support the Main Street Cultural District will be as designated by the City Council, and has historically been the Local Option Sales Tax Fund.

ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 2016.

**Main Street Iowa Program Agreement**  
Agreement # PS2016 -G300-03

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 Approach®. This should be reflected in the programs annual action plans, goals and objectives, vision, and mission statement.
2. Employ a paid full-time Executive 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 to Main Street Iowa annually.
4. Maintain worker's compensation insurance for the Executive Director and staff.
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 Main Street Iowa examples of local best practices and information demonstrating local success stories (e.g. action plans, marketing materials, quality images, programmatic documents, etc.)
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 three (3) 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, 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 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 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 and marketing the local program, either as an official part of the organization's name or as a tagline such as... "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program is required to include the National Main Street Center/Main Street America and the Main Street Iowa logos on local program websites.
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 agreement, the Local Main Street Program will be notified of non-compliance and given a 90-day 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 signed 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 three (3) 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 one-day (1) Main Street orientations for all new program directors, board members and volunteers. The Orientation will introduce the Executive 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 vitality, promotion, organization, committee training, board planning retreat facilitation, action planning.
8. Offer additional optional, regionally hosted trainings throughout the 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, 2016, and ending June 30, 2018. 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 Signature)  
\_\_\_\_\_  
(Mayor Printed Name) Ames, Iowa  
(City)

BY: \_\_\_\_\_ (Date)  
(Board President Signature)  
\_\_\_\_\_  
(Board President Printed Name) Ames Chamber of Commerce /  
DBA Main Street Cultural District  
(Local Main Street Program)

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