

**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, 2018. A new agreement has been submitted for the City Council to consider. The proposed agreement would be in effect through December 31, 2019.

As with prior versions of this agreement adopted by the City, the City's responsibilities 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.

**The revised agreement contains new provisions that obligate the City to support the revitalization of Main Street through the creation of tools and resources (such as development incentives or policies that support the district). City staff believes the existing façade grant program supports this obligation.**

**Additionally, the City is now obligated to support providing professional support and competitive pay and benefits for MSCD's executive director position. It is City staff's belief that since the City contracts for services with MSCD, MSCD should be spreading its overhead costs (including compensation for the Director's time) across the different programs the City is asked to annually fund. Therefore, the City is only indirectly responsible for the Executive Director compensation.**

**Finally, the Agreement now specifically calls for the City to appoint a representative to the MSCD board. This has been a practice of the City for several years, but has not been formalized in this agreement. A Planning and Housing Department staff member has been the representative to the Board for some time.**

The program agreement contains other changes compared to the current version, although City staff does not view them to be significant.

**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, Iowa, and the Iowa Economic Development Authority for the purpose of continuing the Main Street Iowa program in the City of Ames, Iowa; and,

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

WHEREAS, the City Council of the City of Ames, Iowa endorses the goal of economic revitalization of the designated Main Street District within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach™ as developed by Main Street America 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, Iowa hereby agrees to support both financially and philosophically the work of the Main Street Cultural District, designates the Main Street Board to supervise the Executive Director and commits to appoint a City official to represent the City on the local Main Street Board. 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 \_\_\_\_\_, 2018.

## **Main Street Iowa Program Agreement**

**Agreement Number:** PS2019 -G300-01

**Effective Dates:** July 1, 2018 – December 31, 2019

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 herein referred to as the "City", and Ames Chamber of Commerce / DBA Main Street Cultural District herein referred to as the Local Main Street Program".

WHEREAS, The City and Local Main Street Program established a partnership with IEDA in 2009 and desires that the program continue; and

WHEREAS, the IEDA desires to continue the relationship which has been established with the City and the Local Main Street Program;

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 designated Main Street district utilizing the Main Street Approach™. This focus should be reflected in the programs annual plan of action, goals and objectives, vision, and mission statement.
2. Employ a paid part-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Local 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. The Local Main Street Program and City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the Executive Director position. 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 and describes the professional activities for which the Executive 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 electronic (via email, web cloud, etc.) examples of local best practices and information demonstrating local success stories (e.g. action plans, marketing materials, quality images, programmatic documents, etc.)
8. Achieve Main Street America National Accreditation at a minimum once every two years. Not achieving Main Street America accreditation at a minimum once every two years will result in termination of this agreement and loss of recognition as a Main Street Program. Details of Main Street America National Accreditation Standards of Performance can be found on the Main Street America website: [www.mainstreet.org](http://www.mainstreet.org)
9. Participate, as required by Main Street Iowa, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for Main Street America 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 Executive 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 Local Main Street Program.

10. Work with the City to pass a Resolution of Support of the Local Main Street Program. 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 City will continue to follow the Main Street Approach™ as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.
11. Have a Resolution of Support passed by the Local Main Street Program Board of Directors. This resolution must stipulate a commitment to continue Main Street district revitalization following the Main Street Approach™ as developed by the Main Street America and espoused by Main Street Iowa.
12. Maintain a “Designated Main Street Network” membership with Main Street America.
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 Main Street America and the Main Street Iowa logos on local program communication materials.
14. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
15. 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, (1) copy of the Executive Director’s current job description, and one (1) completed W-9 of the Local Main Street Program.
16. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
17. Remain in compliance with the requirements of Main Street Iowa 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:
  - a. The Local Main Street Program and City will be notified of non-compliance with an “Initial Warning” and given a 90-day probationary period in which to return to compliance. The Initial Warning will include a summary of non-compliant items and provide guidance on how to resolve the issues. During this probationary period, all Main Street Iowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended, including eligibility for Main Street Iowa grant applications, awards nominations, and onsite technical assistance. The Local Main Street Program will be reevaluated by Main Street Iowa 90 days following the Initial Warning.
  - b. If the Local Main Street Program has failed to return to compliance as noted in the initial warning, Main Street Iowa may issue a Final Warning and given a second 90-day probationary period in which to return to compliance.
  - c. If the Local Main Street Program is not in compliance within 90 days after the Final Warning, Main Street Iowa may terminate this agreement with the local program. Notice of official termination will be made by a letter of notification from IEDA to the Local Main Street Program, City, and Main Street America. Termination of this agreement will result in the loss of recognition as a Main Street Iowa Program and discontinuation all Main Street Iowa services, activities provided in this agreement, and will cease using the trademarked brand “Main Street” and/or “Main Street Program” in its name or as part of its organization’s identity. Once this agreement is terminated, the community must reapply for Main Street Iowa designation before it can receive Main Street Iowa program services.

**SECTION II. The CITY agrees to:**

1. Support and partner with the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™.
2. Invest financially into the operation of the Local Main Street Program.
3. Pass a Resolution to demonstrate the City's support of the Local Main Street Program. 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 Program governing board of directors, and that the City will continue to follow the Main Street Approach™ as developed by the Main Street America and espoused by Main Street Iowa for local Main Street district revitalization efforts.
4. Support the revitalization of the Main Street district through creation of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
5. Support the Local Main Street Program in the completion of the annual Main Street America Accreditation process and compliance with this agreement.

**SECTION III. The IEDA agrees to:**

1. Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities who successfully meet the Main Street America Accreditation Standards.
2. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to handle communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
3. Coordinate at least three (3) statewide training sessions annually for the Local Main Street Program and City based on the combined needs of all Iowa Main Street Communities.
4. Conduct at least three one-day Main Street orientations for all new Executive Directors, board members and volunteers. The Orientation will introduce the Executive Director and Local Main Street Program volunteers and board members to the Main Street Program and to their immediate responsibilities. Orientation meetings will be held in a central Iowa location.
5. Conduct an on-site partnership visit at least once every two years.
6. Provide continuing advice and information to the Local Main Street Program and City.
7. Include the Local Main Street Program and City in the Main Street Iowa network.
8. Provide, as requested and can be scheduled, on-site technical assistance visits to the Local Main Street Program and City with Main Street Iowa personnel in the areas of design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
9. Offer additional optional, regionally hosted trainings throughout the year.

**SECTION IV. The PARTIES hereto otherwise agree as follows:**

1. The term of this agreement shall be for a period of eighteen months, beginning July 1, 2018, and ending December 31, 2019. It may be extended or revised by a written amendment signed by all three 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. Any one party may terminate this agreement without cause after 30 days written notice to the other two parties.
- 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 Local Main Street Program and City 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