CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 2, 2016

ITEM: Resolution – Approval of Agreement – Renewal of Main Street Iowa Program Agreement

FINANCIAL IMPACT: None

BACKGROUND: The Iowa Economic Development Authority has forwarded a three-party agreement to the Historic Valley Junction Foundation and to the City of West Des Moines. The agreement would continue the 29-year partnership between the three parties to allow Valley Junction to maintain its status as a Main Street community. Besides having the Mayor's signature on the agreement, a resolution is needed from the City Council pledging their continued support and financial commitment for the Main Street program in Valley Junction. The agreement is a renewal and will be in effect until June 30, 2018.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the resolution to continue support and financial commitment for the Main Street Iowa program in Valley Junction and that the Council authorize the Mayor to sign the Main Street Iowa Program Agreement.

Lead Staff Member: Sally Ortgies, Superintendent of Parks

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING
THE IOWA MAIN STREET PROGRAM AGREEMENT
#PS2016-G300-52

WHEREAS, the City of West Des Moines has participated in the Main Street Iowa Program for the past twenty-nine years through an Agreement between the Iowa Economic Development Authority, the Historic Valley Junction Foundation and the City of West Des Moines; and

WHEREAS, the purpose of the Agreement has been to assist in the revitalization of the designated Main Street project area of West Des Moines, Iowa; and

WHEREAS, the current Agreement expires June 30, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, THAT:

1. The City hereby continues to designate the Historic Valley Junction Foundation Board to supervise the Historic Valley Junction Program Director.

2. Furthermore, the City continues its commitment to maintain a City Official on the Historic Valley Junction Foundation Board of Directors.

3. The Mayor is authorized to sign the Iowa Main Street Program Agreement and the City Clerk is directed to attest to the Mayor's signature.

PASSED AND ADOPTED this 2nd day of May, 2016.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan Jacobson, City Clerk

Main Street Iowa Program Agreement
Agreement # PS2016 -G300-52

Agreement between the Iowa Economic Development Authority, the City of West Des Moines and Historic Valley Junction Foundation for the purpose of continuing the Main Street Program in West Des Moines.

THIS AGREEMENT is entered into and executed by the Iowa Economic Development Authority herein referred to as the "IEDA", the City of West Des Moines and Historic Valley Junction Foundation hereinafter referred to as the "Community or Local Main Street Program".

WHEREAS, Historic Valley Junction Foundation established a partnership with the Iowa Economic Development Authority in 1987 and desires that the program continue; and

WHEREAS, the Iowa Economic Development Authority desires to continue the relationship which has been established with Historic Valley Junction Foundation;

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: _____ (Mayor *Signature*) _____ (Date)

_____ (Mayor *Printed Name*) West Des Moines, Iowa (City)

BY: Debbie Westphal Swander (Board President *Signature*) Vice President _____ April 26, 2016 (Date)

Debbie Westphal Swander (Board President *Printed Name*) Historic Valley Junction Foundation (Local Main Street Program)

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

Resolution of Support and Commitment for the Main Street Program in Historic Valley Junction, West Des Moines, Iowa.

WHEREAS, an Agreement between the Iowa Economic Development Authority, Historic Valley Junction Foundation and the City of West Des Moines for the purpose of continuing the Main Street Iowa program in Historic Valley Junction, West Des Moines and,

WHEREAS, this Agreement is pursuant to contractual agreements between the National Main Street Center and the Iowa Economic Development Authority to assist in the revitalization of the designated Main Street project area of Historic Valley Junction, West Des Moines, Iowa and,

WHEREAS, the local Board of Directors for the Main Street Program in Historic Valley Junction is committed to 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 Approach® as developed by the National Main Street Center and espoused by Main Street Iowa.

NOW THEREFORE BE IT RESOLVED by the local Board of Directors for the Main Street Program in Historic Valley Junction, West Des Moines, Iowa, meeting in regular session on April 26, 2016 that the Board of Directors hereby agrees to support financially and philosophically the work of Historic Valley Junction Foundation.

PASSED, APPROVED, AND ADOPTED THIS 26 day of April, 2016.

Debbie Pastoral Swander
Board President (Vice President)