CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Renewal of Main Street Iowa Program Agreement **DATE:** November 1, 2021

RESOLUTION: Approval of Program Agreement

FINANCIAL IMPACT: The City will show its financial support by allocating hotel-motel tax revenue through City of West Des Moines hotel-motel tax requests process.

BACKGROUND: The Iowa Economic Development Authority has forwarded a three-party agreement to the Historic Valley Junction Foundation and City of West Des Moines. The agreement would continue the 34-year partnership between the three parties to allow Historic Valley Junction to maintain its status as a Main Street Iowa community. A resolution is needed from the City Council pledging their continued support and financial commitment for the MainStreet Iowa program in Historic Valley Junction. The agreement is a renewal and will be in effect until December 31, 2023.

The Historic Valley Junction Foundation Board approved the agreement on September 28, 2021.

OUTSTANDING ISSUES: None

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

Lead Staff Member: Clyde E. Evans, Director of Community and Economic Development

STAFF REVIEWS

Department Director	Clyde E. Evans, AICP CEE
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	N/A	
Date(s) Published	N/A	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes ☐	No ☐	Split ☐

ATTACHMENTS:

Attachment I - Resolution
Attachment II - Main Street Agreement

ATTACHMENT I

RESOLUTION NO._____

Resolution of Support and Financial Commitment for the Main Street Program in Historic Valley Junction, West Des Moines by the City Council of West Des Moines, Iowa

WHEREAS, an Agreement between the Iowa Economic Development Authority, the 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; and

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

WHEREAS the City Council of West Des Moines 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 West Des Moines, Iowa, meeting in regular session on Monday, November 1, 2021, that the City of West Des Moines hereby agrees to support both financially and philosophically the work of the Historic Valley Junction Foundation, designates the Historic Valley Junction Foundation Board to supervise the Executive Director, and commits to appoint a city official to represent the City on the Historic Valley Junction Foundation Board. The source of funds to support the Historic Valley Junction Foundation will be Hotel-Motel Tax revenue or another source approved by the City Council.

PASSED AND ADOPTED this 1st day of November 2021.

_____
Steven Gaer, Mayor

ATTEST:

_____
Ryan Jacobson, City Clerk

MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT

THIS MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT ("Agreement") is entered into and executed by the Iowa Economic Development Authority (the "IEDA"), the City of West Des Moines (the "City"), and Historic Valley Junction Foundation (the "Local Main Street Program") (Individually "Party" and Jointly, the "Parties").

WHEREAS, the IEDA administers the Main Street Iowa Program (the "MSI Program"); and

WHEREAS, the City was selected to participate in the MSI Program in 1987 and entered into a Program Agreement with the IEDA pursuant to which the City and the Local Main Street Program established a partnership with IEDA; and

WHEREAS, the City and the Local Main Street Program desire to continue to participate in the MSI Program; 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 agree as follows:

SECTION I. The Local Main Street Program agrees to:

1. Main Street Revitalization Focus:
    a. Maintain the Local Main Street 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.
    b. 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.

2. Main Street Paid Executive Director:
    a. 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 Local Main Street Program in the City. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program. Part time employment is 25 hours per week dedicated to the Local Main Street Program. The Local Main Street Program and the City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the Executive Director position.
    b. In the event this position is vacated during the time of this agreement, the Local Main Street Program shall fill this position in a reasonable time and provide a written timeline to fill this position to the IEDA's Main Street Iowa State Coordinator ("the Coordinator").
    c. If the Executive Director for the Local Main Street Program also serves as the director, executive director, chief executive officer, president, or other leadership role for another organization or program (e.g., chamber, tourism, community/county economic development, City, etc.) the Executive Director shall dedicate at least twenty-five hours per week to their duties as Executive Director of the Local Main Street Program.
    d. Develop and maintain an accurate position description for the Executive Director, a copy of which shall be provided to the Coordinator, which includes the rate of compensation and describes the professional activities for which the Executive Director is responsible.
    e. Maintain worker's compensation insurance for the Executive Director and staff.

3. Designated Main Street District: Submit to the Coordinator a current map of the approved designated Main Street district contemporaneously with execution of this Agreement.

4. Main Street Program Office: Maintain an office within the designated boundaries of the local Main Street district.

5. Main Street Economic Impact Reporting:
    a. Submit economic impact reports to the Coordinator on or before established due date documenting the progress of the Local Main Street Program's activities.
    b. If the Local Main Street Program is 30 or more days late submitting any economic impact report, Main Street Iowa design services, business support services, eligibility for grant applications, and targeted technical assistance visits available through Main Street Iowa may be suspended until the Local Main Street Program has submitted all required reports.

6. National Main Street Accreditation:
    a. Maintain Main Street America National Accreditation.
    b. Maintain a "Main Street America Member Community" membership with Main Street America.
    c. Use the words "Main Street" when referring to and marketing the Local Main Street 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 shall include the Main Street America and Main Street Iowa logos on all communication materials.

7. Training Requirements:
    a. Participate, as required by the IEDA, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for Main Street America National Accreditation, the Local Main Street Program shall be represented at both days, in their entirety, of the three (3) annual training sessions that have been designated as mandatory on the MSI Program calendar.
    b. 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.

8. Demonstrated Support:
    a. Obtain from the City's governing body a Resolution of Support of the Local Main Street Program. This resolution must describe sources and amounts 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 Main Street America and espoused by Main Street Iowa for Main Street district revitalization.
    b. Obtain a Resolution of Support from the Local Main Street Program governing board in which the board commits to continuing Main Street district revitalization following the Main Street Approach® as developed by the Main Street America and espoused by the MSI Program.

9. Compliance:
    a. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
    b. Remain in compliance with the requirements of the MSI Program as outlined in this agreement and the administrative rules for the MSI Program, 261 IAC Chapter 39. If the

IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement:

i. IEDA shall issue an "Initial Warning" describing how the Local Main Street Program is out of compliance and provide guidance on how to resolve the issues. The Local Main Street Program will have 90 days to resolve non-compliance issues. During this 90-day 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. At the end of the 90-day period, the IEDA will evaluate whether The Local Main Street Program has resolved the non-compliant issues.
ii. If the Local Main Street Program is not in compliance at the end of the 90-day Initial Warning period, the IEDA may issue a Final Warning notifying the Local Main Street Program that, if the Local Main Street Program is not in compliance within 90 days after issuance of the Final Warning, Main Street Iowa may terminate this Agreement.
iii. The IEDA will send Notice of Termination via overnight delivery service to the Local Main Street Program, the City, and Main Street America. Termination of this Agreement will result in the loss of recognition as a participant in the MSI Program and discontinuation all services provided by IEDA.
iv. Within 30 days after issuance of the Notice of Termination, the Local Main Street Program shall cease using the trademarked brand "Main Street" and/or "Main Street Program" in its name or as part of its organization's identity.
v. The City may reapply for Main Street Iowa designation.

10. Main Street Re-Designation:
    a. Continued participation in the MSI Program after the term of this Agreement shall be contingent upon re-designation as a participant in the MSI Program. Submission of a request for re-designation shall be submitted at least 90 days prior to the end of the term of this Agreement.
    b. The IEDA will provide information and guidance regarding re-designation to the Local Main Street Program at least 6 months prior to the re-designation request submission deadline.
    c. To be re-designated as a participant in the MSI Program, at a minimum, the Local Main Street Program shall:
        i. Document local revitalization impacts through its partnership with Main Street Iowa;
        ii. Demonstrate the Local Main Street Program's active utilization of MSI Program services and benefits;
        iii. Identify specific plans for future downtown/Main Street district revitalization;
        iv. Set out future Main Street Iowa technical assistance needs; and
        v. Demonstrate continued broad-based commitment and support of the Local Main Street Program and its revitalization efforts.

SECTION II. The CITY agrees to:

1. Main Street Revitalization Support:
    a. 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®.
    b. Support the revitalization of the Main Street district by utilizing tools and resources that support Main Street 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.

2. Main Street Financial Support: Invest financially into the operation of the Local Main Street Program.

3. National Main Street Accreditation: Support the Local Main Street Program in compliance with this Agreement and with the completion of the annual Main Street America Accreditation and the re-designation process described above.

4. Demonstrated Support: Pass a Resolution to demonstrate the City's support of the Local Main Street Program and revitalization of the downtown/designated Main Street district as an important element of the City's economic development strategy. In the resolution, the City must commit to providing funding for the Local Main Street Program, appoint a City official to represent the City on the Local Main Street Program governing board, and commit to continuing to follow the Main Street Approach® as developed by the Main Street America and espoused by the MSI Program for local Main Street district revitalization efforts.

SECTION III. The IEDA agrees to:

1. National Main Street Accreditation: 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. Main Street Technical Assistance:
   a. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to manage communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
   b. Provide, as requested and as can be scheduled, on-site technical assistance to the Local Main Street Program and City by one or more downtown revitalization specialists. Technical assistance may include design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
   c. Conduct an on-site partnership visit at least once every two years.
   d. Provide continuing advice and information to the Local Main Street Program and City.

3. Main Street Training:
   a. Coordinate at least three (3) statewide training sessions annually for Local Main Street Programs and Cities. The nature of training to be provided at each session shall be based on the combined needs of all Iowa Main Street Communities.
   b. Conduct at least three MSI Program orientations for all new Executive Directors and Local Main Street Program 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.
   c. Offer optional regional training sessions.
   d. Statewide training sessions, orientations, and optional regional training sessions may be virtual, as determined by IEDA.

4. Main Street Network: Include the Local Main Street Program and City in the Main Street Iowa network.

5. Main Street Designation: Create and implement a re-designation process to be completed by all Local Main Street Programs every five (5) years.

SECTION IV. The PARTIES hereto otherwise agree as follows:

1. The term of this Agreement shall be for a period of twenty-four (24) months beginning January 1, 2022 and ending December 31, 2023.
2. This Agreement may be amended by a written agreement to amend the Agreement signed by all three Parties, provided that the IEDA may unilaterally amend this Agreement to comply with legislative, administrative, and policy changes by the federal or state government.
3. Should any governmental unit enact, promulgate, or adopt laws, regulations, rules, or policies which alter or in any way affect the MSI Program, the City and the Local Main Street Program shall not hold IEDA liable in any manner for the resulting changes.
4. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors.
5. No Party shall discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin.
6. Any Party may terminate this Agreement without cause after 30 days written notice to the other two parties.
7. This Agreement supersedes any previous agreements or negotiations, whether oral or written.
8. Nothing contained in this Agreement shall create any employer-employee relationship between or among any of the Parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: _____ _____

Mayor *Signature* Date

_____ West Des Moines, IA

Mayor *Printed Name* City

BY: _____ _____

Board President *Signature* Date

_____ Historic Valley Junction Foundation

Board President *Printed Name* Local Main Street Program

BY: _____ _____

Deborah V. Durham, Director Date
Iowa Economic Development Authority