

RESOLUTION #4-7-2014A

A Resolution of Support and Financial Commitment for the Main Street Program in Mount Vernon, Iowa.

WHEREAS, an Agreement between the Iowa Department of Economic Development, the Mount Vernon-Lisbon Community Development Group and the City of Mount Vernon for the purpose of continuing the Main Street Iowa program in Mount Vernon and,

WHEREAS, this Agreement is pursuant to contractual agreements between the National Main Street Center and the Iowa Department of Economic Development to assist in the revitalization of the designated Main Street project area of Mount Vernon Iowa and,

WHEREAS, the City Council of Mount Vernon 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 Main Street Center and espoused by Main Street Iowa.

WHEREAS, the sources of funding for the program include \$60,000 from the City of Mount Vernon, \$6,000 from the City of Lisbon and \$32,000 from business and individual donations.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Mount Vernon, Iowa, meeting in regular session on April 7, 2014 that the City of Mount Vernon hereby agrees to support both financially and philosophically the work of the Mount Vernon-Lisbon Community Development Group and designates the Main Street Board to supervise the Program Director.

BE IT FURTHER RESOLVED that the Main Street Iowa Program Agreement is approved in the form attached and the Mayor is authorized to execute the Agreement upon his approval.

Motion made by _____, seconded by _____ to _____
Resolution #4-7-2014A.

Resolution #4-7-2014A. _____ on April 7, 2014, by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL
MOUNT VERNON, IOWA

James. L. Moore, Mayor

ATTEST:

Sue Ripke
Asst. Administrator/City Clerk

Main Street Iowa Program Agreement
Agreement # PS2014-G300-36

Agreement between the Iowa Economic Development Authority, the City of Mount Vernon and Mount Vernon-Lisbon Community Development Group, Inc. for the purpose of continuing the Main Street Program in Mount Vernon.

THIS AGREEMENT is entered into and executed by the Iowa Economic Development Authority herein referred to as the "IEDA", the City of Mount Vernon and Mount Vernon-Lisbon Community Development Group, Inc. hereinafter referred to as the "Community or Local Main Street Program".

WHEREAS, Mount Vernon-Lisbon Community Development Group, Inc. established a partnership with the Iowa Economic Development Authority in 2008 and desires that the program continue; and

WHEREAS, the Iowa Economic Development Authority desires to continue the relationship which has been established with Mount Vernon-Lisbon Community Development Group, Inc.;

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 part-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)
Mount Vernon, Iowa
(City)

BY: _____ (Date) _____
(Board President)
Mount Vernon-Lisbon Community Development
Group, Inc.
(Local Main Street Program)

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