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Date ..... October 25, 2010 .....

RESOLUTION OF SUPPORT AND APPROVAL OF THE  
MAIN STREET IOWA PROGRAM AGREEMENT  
WITH THE IOWA DEPARTMENT OF ECONOMIC DEVELOPMENT  
AND 6th AVENUE CORRIDOR, INC.

WHEREAS, the mission of the Main Street Iowa Program administered by the Iowa Department of Economic Development ("IDED") is to improve the social and economic well-being of Iowa's communities by assisting selected communities to capitalize on the unique identity, assets and character of their historic commercial district; and,

WHEREAS, on March 23, 2009, by Roll Call No. 09-503, the City Council endorsed the Main Street Iowa Urban Neighborhood District Program application of the River Bend and Cheatom Park Neighborhood Associations to IDIED for consideration of 6th Avenue as an Urban Neighborhood District, and the City agreed to make an economic development grant of \$30,000 to support the administrative costs of implementing the district; and,

WHEREAS, the application of the River Bend and Cheatom Park Neighborhood Associations for consideration of 6th Avenue as a Main Street Iowa Urban Neighborhood District was accepted by the Iowa Department of Economic Development; and,

WHEREAS, 6<sup>th</sup> Avenue Corridor, Inc, was incorporated on July 22, 2009, as an Iowa nonprofit corporation to administer and fulfill the activities required under the Main Street Iowa Urban Neighborhood District Program; and

WHEREAS, on July 27, 2009, by Roll Call No. 09-1346, the City Council appointed Terrance N. Vorbrich, from the City's Office of Economic Development, to represent the City on the Board of Directors of 6th Avenue Corridor, Inc., being the 6th Avenue Main Street board of directors; and,

WHEREAS, the City and 6th Avenue Corridor, Inc., desire to continue the relationship with IDIED through the Main Street Iowa Program; and,

WHEREAS, the City Manager has negotiated a Main Street Iowa Program Agreement with 6th Avenue Corridor, Inc., and IDIED to extend their participation in the Main Street Program for a period of two years ending June 30, 2012, which Program Agreement is on file and available for public inspection in the office of the City Clerk; NOW THEREFORE,

BE IT RESOLVED, by the City Council of the City of Des Moines, Iowa, as follows:

1. The proposed Main Street Iowa Program Agreement as described above is hereby approved.

( continued )

Date October 25, 2010

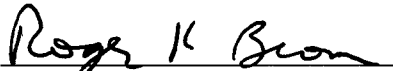
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2. The Mayor is hereby authorized and directed to sign the Program Agreement on behalf of the City of Des Moines.
3. Terrance N. Vorbrich shall continue to serve as the City's representative on the Board of Directors of 6th Avenue Corridor, Inc.
4. 6th Avenue Corridor, Inc., shall be responsible for:
  - a) Administering the 6th Avenue Main Street Iowa Urban Neighborhood District;
  - b) For employing and supervising a main street program director;
  - c) for implementing the Four-Point Main Street Approach as developed by the National Trust for Historic Preservation and espoused by IDED; and,
  - d) For private fundraising as necessary to finance the continued operation of the 6th Avenue Main Street Iowa Urban Neighborhood District.

( Council Communication No. 10- 647 )

MOVED by \_\_\_\_\_ to adopt.

FORM APPROVED:



Roger K. Brown

Assistant City Attorney

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COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
GRIESS				
HENSLEY				
MAHAFFEY				
MEYER				
MOORE				
TOTAL				

**CERTIFICATE**

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED

APPROVED

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Agreement between the Iowa Department of Economic Development, the City of Des Moines and 6th Avenue Corridor Inc. for the purpose of continuing the Main Street Program in Des Moines.

THIS AGREEMENT is entered into and executed by the Iowa Department of Economic Development herein referred to as the "IDED", the City of Des Moines and 6th Avenue Corridor Inc., hereinafter referred to as the "Local Main Street Program or Community".

WHEREAS, 6th Avenue Corridor Inc. has successfully completed a 1 year partnership with the Department of Economic Development and desires that the program continue; and

WHEREAS, the Department of Economic Development desires to continue the relationship which has been established with 6th Avenue Corridor 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. Employ a paid full-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.
2. 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.
3. Submit monthly performance reports to the IDED. The reports will document the progress of the Local Main Street Program's activities.
4. Maintain worker's compensation insurance for the program director and staff. Provide proof of insurance during the annual program visit.
5. Remain in compliance with the requirements of this program as outlined in this agreement. If the IDED 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.
6. This program agreement may not be assigned within the contract period.
7. 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 of the four training sessions held annually, indicated as mandatory on the program calendar. In 2011, one of the four mandatory trainings will include the National Main Streets Conference in Des Moines on May 22-25, 2011. In addition, any newly hired program director will be required to participate in Main Street Orientation, Getting to Know IDED, as soon after the hire date as feasible; and participate in Main Street Four Point Approach® (Main Street 101) when offered within the state. Registration and all related travel expenses for training will be paid by the Community.
8. Provide the State Main Street Coordinator with one (1) copy of any materials published or printed that relate to the local Main Street project.
9. Have a Resolution of Support passed by the city council. This resolution must stipulate sources of funding for the program, (i.e., the city, downtown association, development corporation, assessment district, private donations or any combination thereof, etc.), 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 Four-Point Main Street Approach as developed by the National Trust for Historic Preservation and espoused by Main Street Iowa.
10. Continue to retain a current membership in the National Main Street Center Network.
11. Achieve National Main Street Center accreditation at a minimum once every three years.

**SECTION II. The IDED 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. Conduct 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. Conduct on-site technical assistance visits with Main Street Iowa personnel as deemed appropriate and necessary.
7. Include the Community in the Main Street Iowa network.
8. Provide, as requested and can be scheduled, on-site design and business assistance visits to the Community.
9. Offer training via the Iowa Communications Network (ICN) no less than 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, 2010, and ending June 30, 2012. 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 or national origin. The parties further agree to take affirmative action to assure that applicants are employed and that employees are treated without regard to their race, color, region, sex, age, disability 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 IDED 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) \_\_\_\_\_  
Des Moines, Iowa  
 (City)

BY: \_\_\_\_\_ (Date) \_\_\_\_\_  
 (President) \_\_\_\_\_  
6th Avenue Corridor Inc.  
 (Local Main Street Program)

BY: \_\_\_\_\_ (Date) \_\_\_\_\_  
 Bret L. Mills, Director  
 Iowa Department of Economic Development