

**AGENDA**

**SPECIAL CITY COUNCIL MEETING**

**Monday, December 18, 2023**

**7:30 A.M.**

**CITY HALL COUNCIL CHAMBERS**

**I. CALL TO ORDER:**

1. Consideration of Main Street Iowa Program Continuation Agreement
2. Resolution of Support and Financial Commitment for the Main Street Program in Jefferson
3. Resolution Approving Settlement

**II. ADJOURN.**

Main Street: By the end of December, Jefferson Matters / Main Street needs to enter into a continuation agreement with the City and State. A resolution of support and the agreement are included.

Animal Shelter Settlement: The Council will consider a resolution to approve the settlement of the litigation regarding the animal shelter construction. The City admits no liability and will pay no compensation.

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 Jefferson (the "City"), and Jefferson Matters: A Main Street & Chamber Community (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 2012 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 program's 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 executive director for the Local Main Street Program. The executive director will be responsible for the day-to-day administration of the Local Main Street Program in the City. 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. The Local Main Street Program will comply with the following hiring expectations based on population and organization structure:
  - i. Communities with a population of over 5,000 and that have an organization solely dedicated to the revitalization efforts of the designated Main Street district are required to employ an executive director full-time (or full-time equivalent), 40 hours per week, that is dedicated to the revitalization efforts of the designated local Main Street District.
  - ii. Communities with a population over 5,000 and that have an organization that is not solely dedicated to the revitalization of the designated Main Street District (e.g. organization combined with a local chamber, tourism, community/county economic development, City, etc.) are required to employ an executive director full-time (or full-time equivalent), 40 hours per week, that is dedicated to the revitalization efforts of the local Main Street District and the organization must have additional staff dedicated to the other focus area(s) outside of the designated Main Street District.
  - iii. Communities with a population under 5,000 and that have an organization solely dedicated to the revitalization efforts of the designated Main Street District are required to employ an executive director that works at least 25 hours per week, that is dedicated to the revitalization efforts of the designated local Main Street district.
  - iv. Communities with a population under 5,000 and that have an organization that is not solely dedicated to the revitalization of the designated Main Street District (e.g. organization combined with a local chamber, tourism, community/county economic development, City, etc.) are required to employ an executive director full-time, 40 hours per week, who dedicates at least 25 hours per

- week to the revitalization efforts of the local Main Street District and 15 hours per week dedicated to the other focus areas outside of the designated local Main Street District.
- b. In the event the executive director position is vacated during the time of this agreement, the Local Main Street Program shall provide a written timeline to fill the position to the IEDA and fill the position within 120 days following the day the position was vacated. Upon hiring, the Local Main Street Program shall inform IEDA of the newly hired executive director's start date and contact information.
  - c. Develop and maintain an accurate position description for the executive director, a copy of which shall be provided to IEDA. The position description must include the rate of compensation and describe the professional activities for which the executive director is responsible.
  - d. Maintain applicable worker's compensation insurance for the executive director and staff.
3. Designated Main Street District: Submit to IEDA a current map of the approved designated Main Street district contemporaneously with execution of this Agreement.
  4. Local 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 on or before the due dates established by IEDA documenting the progress of the Local Main Street Program's activities.
    - b. If the Local Main Street Program fails to submit an economic impact report by the established due date, Main Street Iowa services, including but not limited to, design services, business support services, eligibility for grant applications, Main Street Iowa Development Awards nominations, and targeted technical assistance visits may be suspended until the Local Main Street Program has submitted all required reports.
  6. National Main Street Accreditation:
    - a. Maintain National Main Street America Accreditation. This agreement will be terminated pursuant to Article 9 if the Local Main Street Program fails to meet the National Main Street Accreditation standards during two consecutive accreditation rounds.
    - b. Present results of Main Street America Accreditation process to local City partners (council and/or staff) each year following Main Street America announcement of national accreditation recognitions.
    - c. Maintain a "Main Street America Member Community" membership with Main Street America.
    - d. 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 term of this agreement. 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. Registration and all related travel expenses for training will be paid by the Local Main Street Program.
    - 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 and submit the approved resolution to IEDA with this agreement. This resolution must demonstrate a commitment to provide city funding to support the ongoing operation of the Local Main Street Program, appoint a City official to represent the City on the Local Main Street Program governing board of directors, and communicate 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 and submit the approved resolution with this agreement. This resolution must demonstrate the local Main Street board of director's commitment to continuing local 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 at 261 Iowa Administrative Code Chapter 39. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement, the following procedures will apply:
    - i. IEDA shall issue an "Initial Warning" describing the Local Main Street Program's failure to comply with this agreement and provide guidance on how to comply. The Local Main Street Program will have 90 days to resolve its non-compliance. 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 its non-compliance.
    - 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 email to the local Main Street Executive Director, Main Street Board President, and City Mayor. Termination of this Agreement will result in the loss of recognition as a participant in the MSI Program and discontinuation of all Main Street Iowa 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 and remove all references to the Main Street program on websites, social media, marketing materials, and remove Main Street Iowa highway sign.
    - v. The City may reapply for Main Street Iowa designation in a future Main Street Iowa application round hosted by the IEDA.

## 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.
4. Demonstrated Support: Pass a resolution that demonstrates 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 provide 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 .

**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 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 participants to the MSI 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: Support and maintain the network of designated Main Street Iowa communities through communication, regular programming updates, networking opportunities, and peer-to-peer learning.

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

1. The term of this Agreement shall be for a period of forty-eight (48) months beginning January 1, 2024 and ending December 31, 2027.
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, gender identity, 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

\_\_\_\_\_  
Mayor Printed Name

\_\_\_\_\_  
Jefferson, IA  
City

BY: \_\_\_\_\_  
Board President Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President Printed Name

\_\_\_\_\_  
Jefferson Matters:  
A Main Street & Chamber Community  
Local Main Street Program

BY: \_\_\_\_\_  
Deborah V. Durham, Director  
Iowa Economic Development Authority

\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF SUPPORT AND FINANCIAL COMMITMENT  
FOR THE MAIN STREET PROGRAM IN JEFFERSON

WHEREAS, an Agreement exists between the Iowa Economic Development Authority, Jefferson Matters: a Main Street and Chamber Community, and the City of Jefferson for the purpose of continuing the Main Street Iowa program in Jefferson 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 Main Street project area of Jefferson, Iowa and,

WHEREAS, the City Council of Jefferson 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 Jefferson, Iowa, meeting in special session on December 18, 2023, that the City of Jefferson hereby agrees to support both financially and philosophically the work of Jefferson Matters, 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.

PASSED, APPROVED, AND ADOPTED THIS 18th day of December, 2023.

\_\_\_\_\_  
Matt Gordon, Mayor

ATTEST:

\_\_\_\_\_  
Roxanne Gorsuch, Clerk

RESOLUTION NO. \_\_\_\_\_  
RESOLUTION APPROVING SETTLEMENT

WHEREAS, on or about October 25, 2022, Team Services, Inc. (“TSI”) filed suit against WWA Design, LLC d/b/a Atura Architecture (“Atura”) in the Iowa District Court in and for Greene County, No. LACV022188 (“the Suit”) alleging a breach of contract arising from the construction of the Greene County Animal Shelter project in Jefferson, Iowa, and

WHEREAS, on or about May 5, 2023, Atura filed a cross-Petition against the City of Jefferson (“the City”) in the Suit for contribution and/or indemnity, and on or about July 6, 2023, Atura amended its cross-Petition against the City, and

WHEREAS, on or about December 4, 2023, TSI’s counsel reported that a global resolution was reached resolving all disputed claims in the Suit and drafted a proposed Settlement Agreement and Release, and

WHEREAS, the perfection of settlement requires the City’s approval of same, and

WHEREAS, the City went into closed session on the 12th day of December, 2023 and received advice from its legal counsel, Alex Grasso of Hopkins & Huebner, P.C., regarding the proposed settlement, and

WHEREAS, the City admits no liability or wrongdoing of any kind of it or its employees or agents as part of the settlement and the City shall not pay any compensation of any kind to any party arising from the facts alleged in the Suit, and

WHEREAS, the proposed settlement releases the City and its agents and employees from any possible liability that could arise from the allegations in the Suit, and

WHEREAS, the City finds that the settlement of this matter is in the best interest of the City, and

NOW, THEREFORE, BE IT RESOLVED, that the City hereby approves the settlement discussed in closed session with its legal counsel.

This Resolution shall take immediate effect.

PASSED, APPROVED, AND ADOPTED THIS 18th day of December, 2023.

\_\_\_\_\_  
Matt Gordon, Mayor

ATTEST:

\_\_\_\_\_  
Roxanne Gorsuch, Clerk