

City of Green River
City Council Meeting
Agenda Documentation

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| Preparation Date: 6-27-2016 | Submitting Department: URA/Main Street Agency |
| Meeting Date: 7-5-2016 | Department Director: URA/Main Street Board |
| | Presenter: Jennie Melvin |

Subject: *Consideration to Authorize Mayor Rust to sign the Memorandum of Understanding between the Wyoming Business Council, the City of Green River and Green River URA/Main Street.*

Background/Alternatives: *The Wyoming Business Council requires a signed Memorandum of Understanding for the provision of services to the local program by Wyoming Main Street. The MOU outlines the responsibilities of the Wyoming Business Council, the City of Green River and the Green River URA/Main Street Agency. This MOU shall expire December 31, 2017.*

Attachments:
Memorandum of Understanding

Fiscal Impact:
Fiscal impacts have already been budgeted for.

Staff Impact:
The URA/Main Street Administrator handles the day to day operations of the Main Street program under the supervision of the URA/Main Street Board.

Legal Review:
Pending

MEMORANDUM OF UNDERSTANDING BETWEEN
THE WYOMING BUSINESS COUNCIL,
THE CITY OF GREEN RIVER AND
GREEN RIVER URA/MAIN STREET

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Business Council (Council) whose address is: 214 W. 15th Street Cheyenne, WY 82002, the City of Green River (City), whose address is: 50 East 2nd North, Green River, WY 82935, and the Green River URA/Main Street (Local Program), whose address is: 50 East 2nd North, Green River, WY 82935.
2. **Purpose.** The purpose of this MOU is to implement the Wyoming Main Street Program in the City of Green River, Wyoming, to promote the revitalization of the designated downtown Main Street district of the City.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall terminate December 31, 2017. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of Council.**
 - A. Serve as the state-wide program coordinator for the Main Street program, also known as Wyoming Main Street. Council will maintain a working partnership with the National Main Street Center.
 - B. Provide technical assistance to the Local Program according to its needs, as funds are available, according to the Program Guidelines as described in Attachment A.
 - C. Attend interviews, at the request of the Local Program, for the Local Program's Manager position whenever the position is open.
 - D. Organize and conduct a manager training orientation for new Main Street managers. This session will be conducted by Council staff.
 - E. Organize and conduct training for board members, committee members, Main Street managers, and community volunteers, providing comprehensive training on the content and methodology of the Main Street program at the local level.
 - F. Provide the Wyoming Main Street and the Main Street America logos electronically to the Local Program for use in printed publications. Logos must be used only in

conjunction with the celebration and promotion of Main Street. The style of the logos must not be modified in any way. The logos should be presented in either original colors, or black and white.

- G. Provide an annual funding allocation to the Local Program to help send its Manager, board and committee members, and volunteers to the annual National Main Street Conferences and Best Practices Workshops as funds are available. These funds must be applied for by the Local Program as part of the annual Technical Assistance funding. These funds are only available to communities that are in compliance with this Memorandum of Understanding.

6. Responsibilities of the City.

- A. Designate the Local Program as the local Main Street organization which shall be responsible for the implementation of Wyoming Main Street goals and objectives.
- B. Promote economic revitalization of those portions of the City's downtown which are within the Local Program's District through the preservation and rehabilitation of its historic buildings and through such other and further measures as determined to be appropriate by the Wyoming Main Street.

7. Responsibilities of the Local Program.

- A. Maintain an active volunteer Board of Directors representing downtown stakeholders, including representatives of downtown business and property owners and other community entities, to oversee the continuing development of the Local Program for the term of this MOU.
- B. Commit to actively participate in the Wyoming Main Street program including, but not limited to, maintaining an operating budget. The Board of Directors will be the primary fundraisers for the Local Program's basic operating budget. All communities must designate a representative to be the lead and contract for the program.
 - i. For Certified communities, the operating budget must include necessary staff, travel and operating expenses. A Local Manager/Director must be employed for the day-to-day responsibilities of program administration. The Board shall develop a job description setting forth the administrative responsibilities.
- C. Implement a comprehensive revitalization strategy following the Main Street Four-Point Approach™ established by the National Main Street Center. The Four-Points (Organization, Promotion, Design and Economic Vitality) should be utilized for program stability. An annual work plan using the four-point approach must also be developed and submitted to Wyoming Main Street annually.

- D. Submit monthly reinvestment reports to Wyoming Main Street that track key performance measures and progress of the Local Program. The monthly reinvestment reports shall describe downtown improvements, local economic data, local volunteer utilization and the progress of technical assistance projects. Reports are due on the 15th of each month following the reported month.
- E. Provide Wyoming Main Street with copies of all published materials relating to the Local Program.
- F. Have the Local Manager/Director/Representative participate, as requested by Wyoming Main Street, in all required training sessions.
- G. Promote and encourage board member and volunteer attendance at local, state and national training opportunities, as identified by Wyoming Main Street. Attendance minimums at on-site presentations may be set by Wyoming Main Street in advance.
- H. Complete an annual review as directed by Wyoming Main Street.
- I. The Local Program will illustrate the acknowledgement of the receipt of the Wyoming Main Street's services by crediting its participation, and as a beneficiary of, the statewide program through the appropriate methods (i.e., printed acknowledgement in public notices, press releases, project signs, publications, verbal recognition at public meetings, etc.).
- J. The Local Program will maintain an active membership in the National Main Street Center.
- K. Return all Wyoming Main Street signs to the Council if the Local Program withdraws from the Main Street program or no longer fulfills the requirements of the Program Guidelines.

8. General Provisions.

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Entirety of Agreement.** This MOU, consisting of five pages (5) and Attachment A, consisting of three (3) pages represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations and agreements, whether written or oral.
- D. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- F. Sovereign Immunity.** The State of Wyoming, Council, and the City do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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9. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

WYOMING BUSINESS COUNCIL

Thomas Johnson, Chief Performance Officer

Date

Molly Spangler, Director
Investment Ready Communities Division

Date

CITY OF GREEN RIVER

Pete Rust, Mayor

Date

GREEN RIVER URA/MAIN STREET



Robert Berg, Chair

6-16-16
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Susan G. O'Brien, Senior Assistant Attorney General

May 10, 2016
Date

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Thomas Johnson, Chief Performance Officer

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Investment Ready Communities Division

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CITY OF GREEN RIVER

Pete Rust, Mayor

Date

GREEN RIVER URA/MAIN STREET



Robert Berg, Chair

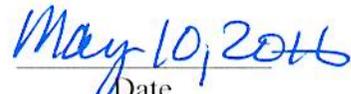


Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Susan G. O'Brien, Senior Assistant Attorney General



Date

Wyoming Main Street Program Guidelines

Wyoming Main Street

Wyoming Main Street is the state-level coordinating entity that promotes and manages the National Main Street Center's program within the state of Wyoming. Wyoming Main Street's mission is to assist Wyoming communities of various sizes and resource-levels with downtown revitalization efforts. The key function is the coordination and delivery of technical services and training to participating programs. Main Street® utilizes modest resources to increase local economies and strengthen community pride. Main Street organizations must learn to leverage local assets to achieve the community's vision. A successful program will attract additional involvement and investments.

Main Street Community benefits:

- Accreditation with National Main Street Center (for Certified Main Streets only)
- Affiliate designation with National Main Street Center (for Affiliate Main Streets only)
- Monthly Hot Topic Sessions
- Program Manager hiring advisory assistance
- Biennial Program Review by state staff & partners
- Volunteer Development Training
- Technical Assistance Funding opportunities for projects and training
- Certification signage may be purchased
- Quarterly manager meetings & trainings
- Board & Committee Member Training
- Manager Training
- Planning Sessions



MAIN STREET

Aspiring Community

Aspiring Communities. Each year Wyoming Main Street may select communities wanting to develop a downtown revitalization program based on the National Main Street Center's Main Street America principles. The community will designate its desire to be a certified or an affiliate community and have up to two years to reach that goal. Wyoming Business Council staff will help the downtown program with training, planning, organization, community outreach and project specific consultations. Reinvestment tracking procedures will be introduced. Six-month monthly tracking period is necessary before moving on to the Affiliate or Certified level.

An Aspiring designation is temporary; the intention is for communities to graduate to either an Affiliate or Certified within two years.

The Aspiring Communities are eligible for scholarships to attend Main Street Now Conference, monthly call-in Hot Topic sessions, quarterly managers' meetings. Planning grants will be available as funding allows. Membership with the National Main Street is highly encouraged.

Affiliate and Certified Main Street Community

To be considered a Wyoming Certified or Affiliate Main Street Community a program must have organizational documents, a board of directors representing broad-based community support; an annual work plan and budget; regular meetings with agendas and minutes, a record of quarterly presentations to local government agencies (city council and county commissioners); committees and volunteers conducting the activities of the program and understand the National Main Streets' performance standards/expectations.

Affiliate and Certified applications are considered annually. Aspiring communities and communities with an existing organization focused on downtown development are eligible to apply.

A Letter of Intent to apply is due on October 1 and applications are due December 1. Applications are evaluated by the Wyoming Main Street Advisory Board and partners. Selected communities are expected to make a presentation to the Wyoming Main Street Advisory Board and partners at an open public meeting. The board will ask questions during the presentation and make a recommendation to the Wyoming Business Council's CEO for a final decision. Acceptance as a Wyoming Main Street Community is based on their ability to meet the expectations/requirements of Wyoming Main Street and the NMSC's performance standards.

Requirements for Certified and Affiliate Main Streets:

- Has an organized structure and maintains an active volunteer board of directors that represents community support.
- Commits to participating in the Wyoming Main Street Program.
- Maintain standards as set by the National Main Street Center, including a historic preservation ethic.
- Submits an annual work plan and operating budget that includes adequate travel expenses.
- Submit monthly reinvestment reports to WYMS.
- Attendance by Local Manager (or proxy) at all required WYMS Managers' Meetings.
- Attendance by Local Manager at the National Main Street Conference and WYMS Best Practices Workshop.
- Encourage board members and volunteers to participate in local, state, and national training opportunities and provide the necessary training for board members and committees.
- Complete annual review and self-evaluation as requested.
- Maintain an active membership with the National Main Street Center.

Wyoming Main Street communities have access to the following funding opportunities:

- Technical Assistance Funds
- Historic Architecture Assistance Fund (HAAF)
- Wyoming Main Street Participation Loan
- Best Practices Workshop (pre-Main Street Now program)
- Community Development Block Grant funding
- Business Ready Community grants and loans

Application Deadlines

Wyoming communities that seek to join the Wyoming Main Street Program must submit a Letter of Intent by October 1st of each year and the final application is due December 1. The criteria is described below.