



**DOWNTOWN
DEVELOPMENT
AUTHORITY**

RIFLE, COLORADO

AGENDA FOR REGULAR MEETING

Wednesday, JANUARY 8, 2014

Rifle City Hall

7am

1. CALL TO ORDER
2. MINUTES from December 11, 2013
3. FINANCIAL REPORT
4. BILLS TO BE APPROVED
5. MANAGER'S REPORT
6. CHAMBER UPDATE
7. NEW BUSINESS
 - A. MOU with DOLA Main Street, Mini Grant, \$5,000
 - B. RREDC Update
 - C. Downtown Streetscape Designs, Railroad Corridor Improvements, Second St. Lot DOLA Architectural Assistance, Nathan Lindquist
 - D. Graffiti Removal
 - E. Colorado Preservation Inc. Annual Conference, Denver
DOLA / Main Street Mtg., DCI Annual Mtg., Feb., 5-7th
 - F. Other
8. PROJECTS
 - A. UTE Event Center Celebration
 - B. Rifle Boat Ramp Relocation
 - C. Farmer's Market Downtown
9. MAINTENANCE
 - A. Alleyways
10. ADJOURN

Memorandum of Agreement for Participation in the Colorado Department of
Local Affairs' Main Street Program

This Agreement is entered into and executed by the Colorado Department of Local Affairs (DOLA), the Town of Rifle (Community), and the Rifle Downtown Development Authority (DDA) (Local Program).

I. Agreement

Whereas, this Agreement is for the purpose of said Community to participate in the Colorado Main Street Program, and

Whereas, DOLA administers the Colorado Main Street Program and provides technical assistance and training to selected communities, and

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree to the following specifics regarding the Colorado Main Street Program:

A. DOLA agrees to:

1. Act as liaison and facilitate communications between the Local Program, the Colorado Main Street Program, other Colorado communities, State agencies, non-profits, foundations, and the National Main Street Center, as they relate to the local Main Street Program.
2. As requested, conduct orientation for new board members and new program managers. This orientation could take place on-site, via webinar, or in Denver.
3. Conduct up to two training sessions in the community. Trainings could include: annual work planning facilitation, historic preservation, training for one of the four points, or a specialized topic.
4. Facilitate and promote ongoing press and/or online coverage of the Colorado Main Street Program and its individual Local Programs, including maintaining the Colorado Main Street Facebook page.
5. Provide access to resource materials relating to downtown revitalization and specifically resources in: organization, design, promotion and economic restructuring.
6. Publish a quarterly Main Street Newsletter, highlighting Local Programs, partners, trainings, and resources.
7. As requested, assist the Main Street Local Program in building local organizational and fundraising capacity. Assistance may come from additional meetings with DOLA Regional Managers, Main Street Staff, local or state-wide foundations, other state agencies or from established Main Street Communities or through the sharing of written materials.

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8. Review quarterly reports and provide guidance and advice for the Local Program to obtain National Accreditation.
9. Establish benchmarks with the Local Program to ensure successful growth and sustainability of the program.
10. Conduct the annual accreditation and year end assessment.
11. Make available a historic preservation architect.

B. Local Program agrees to:

1. Send new managers to training within the first year of holding the position.
2. Raise and expend funds and in-kind services for continuation of the Local Program, including, but not limited to maintaining an office with the necessary travel and operating budget for the Local Program.
3. Continue the comprehensive approach to downtown revitalization following the Four-Point Approach and Eight Guiding Principles recommended by the National Main Street Center and the Colorado Main Street Program, including development of annual written work plans for the Local Main Street Program and the establishment of a strong, broad-based organizational system to include but not be limited to the following committees: organization, promotion, design, and economic restructuring.
4. Concentrate the Local Program activities within the boundaries of the target area that is designated by the Local Program.
5. Maintain data for monitoring the progress of the Local Program. Submit required quarterly and annual progress reports using formats provided by DOLA and provide other information as requested by DOLA on or before the identified deadlines. Failure to submit quarterly progress reports may jeopardize standings with the Colorado Main Street Program and the National Main Street Center. Additionally, failure to comply may result in a loss of Main Street Program services and funding.
6. Provide the Local Program office with a computer and email connection which is signed up to receive National Main Street listserv emails and Colorado Main Street Program communications.
7. Local Program managers, volunteers, and/or board members must collectively attend at least three of the following training opportunities in the year:
 - a. Downtown Colorado Inc. (DCI) Downtown Institutes (Attending at least two or more out of the four quarterly Institutes constitutes one training)

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- b. National Main Streets Conference
- c. International Downtown Association Spring or Annual Conference
- d. Colorado Preservation Inc. Annual Conference
- e. DCI Annual Conference
- f. Main Street webinars conducted by DOLA or other approved organization
- g. Colorado Brownfields Foundation Annual Conference
- h. Economic Development Council of Colorado Spring or Fall Conference
- i. Historic Preservation Commission Training
- j. Sonoran Institute (various offerings)

The Local Program shall be responsible for the manager's travel costs and expenses associated with these meetings.

- 8. Assist in local arrangements during on-site visits and technical assistance visits to the community.
- 9. Provide DOLA with one (1) copy of any materials and/or publications relating to the Local Main Street Program. Materials may include board meeting minutes, approved budgets, local training flyers, newsletters, and promotional materials, etc.
- 10. Present an annual "State of Main Street" report to the local elected body. Submit a copy of the report to DOLA.
- 11. Agree to acknowledge being an official Colorado Main Street Community and properly use the name, trademark and logo. Use the Colorado Main Street logo on all DOLA sponsored Main Street trainings, websites, reports and other materials.
- 12. Maintain National Main Street Center membership if your program wishes to receive national accreditation.

C. Community agrees to:

- 1. Maintain an ongoing and supportive relationship with the Local Program.
- 2. Work with DOLA and the Local Program to resolve any issues.
- 3. Act as the fiscal agent for all contracts or purchase orders from DOLA on behalf of the Local Program.

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D. Local Program agrees to work towards the following benchmarks in 2014:

1. Re-establish the program structure in the DDA. Make sure all the details of staffing, budgets, and work plans are finalized and agreed upon by all the stakeholders.
2. Have board members, city staff, and volunteers attend various Main Street trainings.

E. Other conditions:

1. The term of this Agreement shall be for one year, beginning _____(Date) and ending December 31, 2014. It may be extended or revised only with the approval of the DOLA Main Street Coordinator, the President of the Board of the Local Program and the Mayor of the Community.
2. Notwithstanding any other provisions of this Agreement, if funds anticipated for continued fulfillment, at the time of the Agreement are, at any time, not forthcoming or insufficient, then DOLA shall have the right to amend or terminate this Agreement without penalty by giving the community not less than sixty (60) days written notice.
3. If the Local Program or Community fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the community violates any terms of this Agreement, DOLA shall have the right to terminate this Agreement and withhold further services by giving the community not less than sixty (60) days written notice.

II. Representations and Warranties

All parties to this agreement represent and warrant (i) that they have no obligations, legal or otherwise, inconsistent with the terms of this Agreement, (ii) that the performance of the services called for by this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that the parties will not use in the performance of responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that neither party has entered into nor will enter into any agreement (whether oral or written) in conflict with this Agreement.

III. Entire Agreement and Notice

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of all parties. Any notice given under this Agreement will be sufficient if it is in writing and if sent by certified or registered mail.

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IV. Compliance with Law

In connection with his/her services rendered hereunder, all parties agree to abide by all federal, state, and local laws, ordinances and regulations.

V. Governing Law

This Agreement will be construed in accordance with, and all actions arising hereunder will be governed by, the laws of the State of Colorado.

BY: _____
Mayor's Signature _____
Date

Print Name _____
Community

BY: _____
President/Board Chairperson's Signature _____
Date

Print Name _____
Local Program Name

BY: _____
Representative _____
Date

Print Name _____
DOLA