



Main Street Advisory Board

5:00 pm

Perry City Hall – Second floor conference room

December 8, 2016

AGENDA

1. Call to Order
2. Guests/Speakers
3. Review meeting November 3, 2016, minutes
4. Review October and November 2016 financial reports
5. Old Business
 - a. Follow-up on Small Business Saturday passport and selfie contest – Ms. Trish Cossart
6. New Business
 - a. Nominate Main Street Advisory Board candidates to council
 - b. Announce election of officers for 2017
 - c. Approve annual Main Street MOU with Department of Community Affairs
 - d. Authorize coordinator to sign Main Street trademark licensing agreement
7. Discuss work plan and accreditation status
 - a. Update on accreditation progress
8. Chairman Items
9. Main Street Coordinator's Report
10. Committee reports
 - a. Design Committee report – Committee Chairman
 - b. Approve façade grants by Design Committee
 - c. Promotion Committee report – Committee Chairman
 - d. Approve media grants by Promotion Committee
 - i. Authorize \$750 matching media grant for merchants association
11. Update on Downtown Development Authority
12. Certificates of Appropriateness issued
13. Other
14. Adjourn

The mission of the Perry Main Street Advisory Board is to promote and create a thriving central business district in Downtown Perry and along primary entrance corridors into the Downtown Development District, while preserving Perry's historic resources and character.

Main Street Advisory Board
Minutes – November 3, 2016

1. Call to order – Chairman Bill O’Neal called the meeting to order at 5:00 p.m.

Roll: Chairman Bill O’Neal, Directors Terre Walker, Trish Cossart, Bill Loudermilk and Andrew Presswood

Absent: Directors Joe Brownlee and Kelly Hillis

Staff: Robert Smith, Economic Development director, and Trisha McMillan, recording clerk

2. Guests/Speakers – none

3. Review meeting October 13, 2016, minutes

Director Bill Loudermilk made a motion to approve the October 13, 2016, minutes as presented, and Director Cossart seconded the motion. The minutes were unanimously approved.

4. Review September 2016 financial reports

Director Presswood made a motion to approve the October 2016 financial reports, and Director Loudermilk seconded the motion. The financials were unanimously approved.

5. Old Business

- a. Promotion Committee response to matching media grant eligibility question
Per Chairman Bill O’Neal, everything will stay the same at this time.

- b. Recommendations from committees for pole banner designs

Director Loudermilk made a motion to adopt pole banner design #3 for the downtown area, and Director Presswood seconded the motion. The motion was unanimously approved. Director Loudermilk made a motion to adopt pole banner design #1 for corridors. The motion was seconded by Director Cossart and unanimously approved. Director Walker abstained from voting.

- c. Update on Small Business Saturday – selfie contest and passport promotion

According to Director Cossart, the posters and cards are almost done for Small Business Saturday, and, between the two activities, 12 businesses are participating.

6. Discuss work plan and accreditation status

- a. Update on accreditation progress – Mr. Smith reported that Main Street is on track to score higher on 2016 accreditation activities than last year’s and that DCA will allow Main Street to count the points for directors’ insurance as the board is covered under the city’s policy.

7. Chairman items – none

8. Main Street Coordinator's Report – Chairman Bill O'Neal reviewed with members.
9. Committee reports
 - a. Design Committee report – Committee Chairman Terre Walker gave a brief report.
 - b. Approve façade grants by Design Committee – none
 - c. Promotion Committee report - Committee Chairman Bill O'Neal said the Promotion Committee is planning a movie night along with Leisure Services on Feb. 10 on the grounds of the former courthouse. Director Cossart reported that the merchants association would like to partner for this event and for stores to stay open to 7 p.m. Chairman O'Neal agreed.
 - i. Authorize \$300 matching media grant for Buzzard Drop
Director Loudermilk made a motion to authorize a \$300 matching media grant for the Perry Buzzard Drop, and Director Cossart seconded the motion. It was unanimously approved.
 - d. Approve media grants by Promotion Committee – none
10. Update on Downtown Development Authority
Mr. Smith reported that the alley project has been surveyed, and the board has been talking with the individual property owners about the proposed alley project.
11. Certificates of Appropriateness issued – Chairman O'Neal reviewed with members.
12. Other
Director Loudermilk reported that the Artisan Center has received a \$5,000 grant from Georgia Humanities Council. On December 3, in connection with Christmas at the Crossroads, an artisan festival will be held downtown, which will include a silent auction and music. The grant will help with the costs of the event.

Director Presswood shared his concerns about dogs being present at Sweets and Treats. He does not think they should be allowed because of the risk of a dog biting someone. Director Cossart reported that last year dogs were encouraged to attend because FOPAS had a booth. Chairman O'Neal suggested that city council take a look at the problem and make the decision.
13. Adjourn – With no further business the Main Street Advisory Board adjourned at 5:30 p.m.

Main Street Advisory Board Restricted Fund
GL Account 100.00000.13.4208

	<u>Façade Grant</u>	<u>Unrestricted</u>
Deposit (Donations/Sponsorships)	3,007.45	7,113.62
Memorial Bench Donations	3,500.00	
Memorial Bench Donations - July	500.00	
Memorial Bench Donations - August	1,000.00	
Memorial Bench Donations - September	500.00	
Memorial Bench Donations - October 2016	-	
Expenditures		
September Expenditures	(25.00)	
October Expenditures		
November Expenditures		(885.00)
December Expenditures		
January Expenditures	(570.00)	
February Expenditures	(500.00)	(750.00)
March Expenditures		(145.00)
April Expenditures	(1,937.07)	(10.35)
May Expenditures	-	-
June Expenditures	-	(234.24)
July Expenditures	-	-
August Expenditures	-	-
September Expenditures	-	(310.00)
October 2016 Expenditures	-	(810.12)
 Available Funds as of 10/31/16	 5,475.38	 3,968.91
		 9,444.29

CITY OF PERRY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2016

275-HOTEL/MOTEL TAX FUND
ECONOMIC DEVELOPMENT
MAIN ST ADVISORY BOARD

33.33% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PURCHASED/CONTRACTS					
275.75501.52.1200 PROFESSIONAL SERVICES	1,000.00	0.00	0.00	0.00	1,000.00
275.75501.52.3300 ADVERTISING	4,000.00	0.00	35.00	0.88	3,965.00
275.75501.52.3500 TRAVEL	0.00	0.00	401.16	0.00 (401.16)
275.75501.52.3600 DUES & FEES	0.00	0.00	0.00	0.00	0.00
275.75501.52.3700 EDUCATION & TRAINING	2,100.00	0.00	0.00	0.00	2,100.00
275.75501.52.3850 CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00
TOTAL PURCHASED/CONTRACTS	7,100.00	0.00	436.16	6.14	6,663.84
SUPPLIES					
275.75501.53.1100 GEN OPERATING SUPPLIES	700.00	0.00	0.00	0.00	700.00
TOTAL SUPPLIES	700.00	0.00	0.00	0.00	700.00
OTHER COSTS					
275.75501.57.3001 FACADE GRANT	10,000.00	0.00	0.00	0.00	10,000.00
275.75501.57.7000 APPROPRIATIONS	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER COSTS	10,000.00	0.00	0.00	0.00	10,000.00
TOTAL MAIN ST ADVISORY BOARD	17,800.00	0.00	436.16	2.45	17,363.84



2017 Georgia Classic Main Streets Memorandum Of Understanding

MOU

1/1/2017

This document should be signed by all local parties (Mayor, Board Chair, Main Street Program Manager) and returned including original signatures to the Georgia Department of Community Affairs, c/o Leigh Burns, 60 Executive Park South, NE, Atlanta, Georgia 30329 by FEBRUARY 17, 2017.



**National Main Street
Center**
a subsidiary of the
National Trust for Historic Preservation

GEORGIA CLASSIC MAIN STREETS PROGRAM MEMORANDUM OF UNDERSTANDING

2017 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA"), the City/Town of _____, Georgia (hereinafter referred to as "Community"), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for 2017. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - A. A copy of these boundaries should remain on file with DCA at all times.
 - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - A. The downtown manager must have a job description that identifies at least 75% of their duties (if a full time employee) or all of their duties (if a part-time employee) that are directly related to Main Street activities. A copy of the job description should remain on file with DCA at all times.
 - B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager's salary must be paid in excess of minimum wage.
 - C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA encourages this space to be in the local Main Street program area.
 - C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)

- B. Review reported data submitted by the downtown manager to assure accuracy.
- 6. Use the "Main Street America™" name in accordance with the National Main Street Policy on the Use of the Name Main Street.
- 7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be within one business week of said changes. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

- 1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
 - A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
 - B. The work plan should be created on a Calendar Year format in concurrence with this Agreement (2017), and can serve as a strategic plan for the local program for a period of three years or less.
 - C. A copy of the work plan should be on file and updated with DCA.
- 2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - A. DCA recommends a public downtown visioning event/town hall meeting at least once every three years.
 - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - C. The Board should actively engage the community for financial and in-kind support of the local program.
- 3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
- 4. Meet a minimum of 6 times per year and minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
- 5. Attend training when possible to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.
- 6. Newly Appointed Board Members are required to attend Main Street 101, hosted by the Office of Downtown Development, within their first year of their first term.
- 7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANANGER AGREES TO—

- 1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
 - B. Participate in occasional surveys by DCA related to Main Street programming.
 - C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
 - D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community's downtown area.
- 2. Participate in training to broaden the impact of the local Main Street Program.
 - A. One representative from the local program should attend at least one Regional Managers meeting in 2017.
 - B. The downtown manager and/or board members are expected to attend at least one preservation-related training annually.
 - C. DCA requires managers to attend at least 30 hours of training annually (including webinars, regional managers meetings, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-

DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.

- D. Respond to requests by DCA in a timely manner.
3. Take advantage of the Georgia Classic Main Street network of professional downtown managers.
4. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community.
5. Provide regular updates between the local Main Street Program and the Community.
 - A. Managers are encouraged to provide at least quarterly reports to the local government.
 - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
6. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
 - A. DCA will offer a series of webinars (live and pre-recorded) on a diverse set of downtown related topics and will upload a copy of recorded webinars to the Georgia Main Street YouTube Channel.
 - B. DCA will offer seven Regional Managers Meetings statewide in 2017.
 - C. DCA will offer four Main Street 101 workshops and one Main Street 201 workshop throughout the year, with topics related to the Main Street Approach™
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
 - A. DCA may provide assistance, directly or through partnerships, to assist in the execution of local organization strategy sessions, trainings, retreats, and community visioning sessions.
 - B. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - C. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
 - B. DCA may assist in training local staff or volunteers in the reporting process.
 - C. DCA will provide unlimited telephone consultations with local programs.
 - D. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide design services to the local program at a discounted rate. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through December 31, 2017.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2017 calendar year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

GEORGIA CLASSIC MAIN STREET PROGRAM
MEMORANDUM OF UNDERSTANDING: 2017 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): _____

Mayor/Chief Elected Official's Signature

Date

Printed Name

Date Term Expires

MAIN STREET BOARD OF DIRECTORS

President/Board Chairperson's Signature

Date

Printed Name

Date Term Expires

DOWNTOWN MANAGER

Manager's Signature

Date

Printed Name

Date Hired

Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM

Director's Signature

Date

Jessica Reynolds
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-679-4859
Email: Jessica.reynolds@dca.ga.gov

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sub-license Agreement (“Sub-license Agreement”) is entered into between the Office of Downtown Development (“**Coordinating Program**”) and _____ (“**Sublicensee**”), effective as of January 1, 2017. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. (“NMSC”) operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the State Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program’s geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC’s name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC’s parent entity, the National Trust for Historic Preservation (“National Trust”), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the “Trademarks.”

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee’s use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Accredited Level:



- ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:



- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through December 31, 2017, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between State Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the State Program. If the State Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the State Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the State Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:

Name: The Office of Downtown Development
Address: Georgia Department of Community Affairs,
c/o Office of Downtown Development
60 Executive Park South, NE
Atlanta, GA 30329
Phone: 404-679-4859
Email: jessica.reynolds@dca.ga.gov

To Sublicensee:

Name: _____
Address: _____

Phone: _____
Email: _____

14. Successors. ~~This Agreement shall be binding upon,~~ and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program

Sublicensee

By: Jessica Reynolds, Director
Office of Downtown Development

By: _____
Name, Title

Date: _____



Annual Assessment and Designation Report

Community				
Local Program Contact				
STANDARDS		GRADE	Pass	Fail
1	Community submitted all 12 Community Activity Reports (monthly reports)		<input type="checkbox"/>	<input type="checkbox"/>
2	Annual Assessment: Standard #1		<input type="checkbox"/>	<input type="checkbox"/>
3	Annual Assessment: Standard #2		<input type="checkbox"/>	<input type="checkbox"/>
4	Annual Assessment: Standard #3		<input type="checkbox"/>	<input type="checkbox"/>
5	Annual Assessment: Standard #4		<input type="checkbox"/>	<input type="checkbox"/>
6	Annual Assessment: Standard #5		<input type="checkbox"/>	<input type="checkbox"/>
7	Annual Assessment: Standard #6		<input type="checkbox"/>	<input type="checkbox"/>
8	Annual Assessment: Standard #7		<input type="checkbox"/>	<input type="checkbox"/>
9	Annual Assessment: Standard #8		<input type="checkbox"/>	<input type="checkbox"/>
10	Annual Assessment: Standard #9		<input type="checkbox"/>	<input type="checkbox"/>
11	Annual Assessment: Standard #10		<input type="checkbox"/>	<input type="checkbox"/>
12	Board of Directors roster, contact info and terms		<input type="checkbox"/>	<input type="checkbox"/>
13	Annual work plan for the program		<input type="checkbox"/>	<input type="checkbox"/>
14	Mission and Vision statement		<input type="checkbox"/>	<input type="checkbox"/>
15	Annual Budget showing program revenues and expenses		<input type="checkbox"/>	<input type="checkbox"/>

16	Monthly board minutes and financial statements	<input type="checkbox"/>	<input type="checkbox"/>
17	Program organizational chart	<input type="checkbox"/>	<input type="checkbox"/>
18	Main Street Program's district boundaries	<input type="checkbox"/>	<input type="checkbox"/>
19	Main Street Program By-laws	<input type="checkbox"/>	<input type="checkbox"/>

Based upon the results of the 2016 Assessment Standards for Accreditation, the monthly reports and supporting documentation provided through Dropbox, by the local Main Street Program to the Office of Downtown Development, it is our recommendation that your community's Main Street Program receive the following accreditation status and designation level for 2017.

Accredited	Probationary	Not Accredited	Classic Main Street Community	GEMS Community	Affiliate Community
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For Internal DCA Use Only

Assessment Reviewed By:

ODD Staff Members:

ODD Director:

DCA Regional Community Service Representative:

FAÇADE GRANTS BUDGET FY 2017 - \$10,000

12/01/2016

Payment Address Date Amount Work Complete

TOTAL \$0.00

AVAILABLE FAÇADE GRANT FUNDS \$10,000.00

MATCHING MEDIA BUDGET FY 2017 - \$3,100 from FY16 + \$2,000 sales in FY17

Plaques sold \$5,100.00
 Cost for plaques \$750.00
 \$4,350.00

Payment Date Amount Work Complete

Buzzard Drop grant Nov. 2016 \$300.00 promote New Year's Eve event
 PDMA Dec. 2016 \$750.00 promote holiday shopping downtown

TOTAL		\$1,050.00		
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AVAILABLE MEDIA GRANT FUNDS \$3,300.00

Main Street Coordinator Monthly Report for October 2016

Highlights of completed and/or upcoming project and task highlights

- Prepared agendas, reviewed minutes and attended DDA, Main Street and 4 Points committee meetings
- Sent DDA info to Brenda King for financial report she prepares
- Helped to prepare info for FYI newsletter and weekly City Hall TV announcements
- Worked at Main Street-Lions Club-Boy Scout Troop 96 litter clean- up – 10/1
- Met with city attorney David Walker, DDA members Bryan Fountain, Lee Jones r/e alley easements – 10/3
- Attended Business of the Month at Hamby Chevrolet – 10/3
- Attended ribbon cutting at the Pawlor, picked up fall decorations at florist and took to public works – 10/4
- Talked to couple considering opening pet shop on Ball Street, provided business packet info – 10/4
- Prepared PowerPoint on historic preservation for Main Street meeting training – 10/4
- Sent Small Business Saturday info to CVB for inclusion in Christmas at the Crossroads – 10/6
- Attended PDMA meeting, talked with Mitch Greer r/e DDA FY 15 audit – 10/6
- Wrote memos on downtown lighting plan current status, parking situation on Commerce Street – 10/6
- Had mentoring meeting with Andrew Simpson from Eatonton – 10/11
- Met with New Perry Hotel consultant DeDe Farmer, Mike Vinson r/e event application for cruise-in – 10/12
- Went to eight stores in Warner Robins to look for additional scarecrows for downtown decorations – 10/13
- Attended Chamber Business Development industry tour and wrote minutes for DDA meeting – 10/13
- Worked on SPLOST project list and picked up memorial bench plaque at Classic Award and Trophy – 10/14
- Completed DCA online monthly report and wrote third quarter Main Street report memo – 10/14
- Updated business/building inventory and utility, business and property owner address labels – 10/14
- Completed manager’s discussion and analysis for DDA FY16 audit – 10/17
- Prepared holiday event list for Mayor Faircloth – 10/17
- Took photos around town for then and now slides, visited Renew/Women Reaching Our Community – 10/18
- Prepared Buzzard Drop event approval, news release for Small Business Saturday, Sweets and Treats – 10/19
- Designed selfie contest stop for Small Business Saturday – 10/20
- Coordinated with Kevin Dye on plans for downtown movie night in February – 10/20
- Visited Two of a Kind, took photos downtown – 10/20
- Discussed DDA projects with Bryan Fountain, took photos around Perry – 10/21
- Went to fall cruise-in – 10/22
- Gave presentation on FY 2016 accomplishments at Rotary – 10/24
- Worked on Small Business Saturday selfie poster revisions, contacting merchants to participate -10/26
- Held called Design Committee meeting to review 936 Carroll design proposal – 10/26
- Visited James Farmer, Nine Hundred Ten, Cossart Design, Yes! It’s Consignment, Gottwals Books and Mossy Creek Natural– 10/27
- Provided information for possible industry expansion in Perry – 10/27
- Proofed marketing packet materials and emailed to Robert – 10/25-27
- Contacted Brian Jones at Houston County Public Works r/e movie night, wine at former courthouse – 10/28
- Worked on DCA online Main Street monthly report for October – 10/28
- Visited Power Ups and Sunmark Bank to provide new business packets – 10/28
- Assisted with Sweets and Treats, costume contest – 10/31
- Updated accreditation documentation folder – 10/31

<u>Openings in or near downtown</u>	<u>address</u>		<u>type</u>	<u>license date</u>	<u>jobs</u>	<u>location</u>
The Pawlor LLC	1309-G	Main St	pet grooming	10.06.16	1	City wide
Power Ups!	905	Carroll St	retail	10.06.16	2	DDA
SunMark Community Bank	1005	Northside Drive	bank	10.07.16	9	DDA
Toad Depot	1307-5	Ball Street	retail pet store	10.26.16	1	DDA

<u>Closures/Relocations</u>	<u>address</u>	<u>type</u>	<u>closure date</u>	<u>jobs</u>	<u>location</u>
None					

2016 CERTIFICATE OF APPROPRIATENESS

<u>APPLICATION #</u>	<u>LOCATION/WORK TO BE DONE</u>	<u>DATE</u>	<u>VALUATION</u>
#16-01	736- Carroll Street (sign)	01.12.16	\$300.00
#16-02	1023/1025 Ball Street (door change remove mansard Roof)	01.26.16	\$16,000
#16-03	914 Carroll Street (paint and remove damaged window)	01.26.16	\$900.00
#16-04	1023 Ball Street (signs)	02.04.16	\$100.00
#16-05	1101 Washington Street (sign)	02.22.16	\$250.00
#16-06	915 Carroll St. (pressure washing and painting)	03.11.16	\$1700.00
#16-07	1307-11 Ball St. (signs)	03.24.16	\$500.00
#16-08	742 Main Street (sign)	03.31.16	\$200.00
#16-09	343 Gen Courtney Hodges Blvd. (sign)	03.31.16	\$600.00
#16-10	753 Commerce St. (sign and awning)	04.05.16	\$1500.00
#16-11	1109 Washington St (rear door and awning) O'Neal Insurance	04.6.16	\$700.00
#16-12	813 Carroll Street (painting, windows, roof) Antiques on Carroll	04.13.16	\$4800.00
#16-13	807 Carroll Street (new metal roof) (Rusty's)	04.20.16	\$25,000
#16-14	604 Gen. Courtney Hodges Blvd. (signs) (Dollar General)	04.20.16	\$15,000
#16-15	904 Carroll Street (signs – using existing) (Eyewear Boutique)	05.02.16	\$0.00
#16-16	910 Carroll Street (signs) (Jones & Company)	05.04.16	\$475.00
#16-17	909 Main Street (sign) (Perry Players)	06.13.16	\$500.00
#16-18	1019 Ball Street (sign) (Two of a Kind)	06.24.16	\$200.00

#16-19	1005 Northside Drive (exterior and complete Building renovation) SunMark	07.01.16	\$744,962
#16-20	1028 Macon Road (exterior renovation) Moore Interiors	07.11.16	\$35,000
#16-21	1021 Ball Street (exterior painting)	07.13.16	
#16-22	900 Commerce Street (sign) Salon 127	07.19.16	\$300.00
#16-23	1209B Sunset Ave (sign) Farmers Insurance	07.20.16	
#16-24	1110 Washington St (exterior renovations) (Walker Insurance Agency)	07.28.16	\$58,000
#16-25	1026 Ball Street (exterior painting) (Mossy Oak Properties)	08.10.16	\$1000.00
#16-26	915D Main Street (ComSouth utility bldg)	08.24.16	
#16-27	1025 Ball Street (vacant) (wall sign)	09.30.16	\$100.00
#16-28	1307-7 Ball Street (sign) (The Pet Store)	10.26.16	\$365.00
#16-29	936 Carroll St (door installation) (James Farmer)	10.26.16	\$2500.00
#16-30	900B Ball Street (sign)	11.01.16	\$450.00