



CITY OF ELKO

Planning Department

Website: www.elkocitynv.gov
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

PUBLIC MEETING NOTICE

The City of Elko Redevelopment Agency will meet in a regular session on Tuesday, June 9, 2020 in the Turquoise Room at Elko Convention Center, 700 Moren Way, Elko, Nevada, beginning at 3:30 P.M., P.D.S.T.

Attached with this notice is the agenda for said meeting of the Redevelopment Agency. In accordance with NRS 241.020, the public notice and agenda were posted on the City of Elko Website at <http://www.elkocity.com>, the State of Nevada's Public Notice Website at <https://notice.nv.gov>, and in the following locations:

ELKO CITY HALL – 1751 College Avenue, Elko, NV 89801

Date/Time Posted: June 3, 2020 2:00 p.m.

Posted by: Shelby Archuleta, Planning Technician
Name Title

Shelby Archuleta
Signature

The public may contact Shelby Archuleta by phone at (775) 777-7160 or by email at sarchuleta@elkocitynv.gov to request supporting material for the meeting described herein. The agenda and supporting material is also available at Elko City Hall, 1751 College Avenue, Elko, NV, or on the City website at <http://www.elkocity.com>. Members of the public that do not wish to attend the meeting, but still would like to voice comments or concerns may call in at (775) 777-0590.

Dated this 3rd day of June 2020.

NOTICE TO PERSONS WITH DISABILITIES

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the City of Elko Planning Department, 1751 College Avenue, Elko, Nevada, 89801 or by calling (775) 777-7160.

Cathy Laughlin
Cathy Laughlin, City Planner

CITY OF ELKO
REDEVELOPMENT AGENCY
REGULAR MEETING AGENDA
3:30 P.M., P.D.S.T., TUESDAY, JUNE 9, 2020
ELKO CONVENTION CENTER, TURQUOISE ROOM
700 MOREN WAY, ELKO, NEVADA

CALL TO ORDER

The agenda for this meeting of the City of Elko Redevelopment Agency (RDA) has been properly posted for this date and time in accordance with NRS requirements.

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

I. NEW BUSINESS

- A. Review, consideration, and possible approval of an amendment to the Storefront Improvement Grant Program package, and matters related thereto. **FOR POSSIBLE ACTION**

Two of the grant recipients for the 2020 grant cycle are unable to sign the "Participation Agreement" or the "Notice of Participation Agreement" due to the fact that the RDA approved grants that were outside the program guidelines and the current agreement states that the grants must meet program guidelines. Proposed revisions to the Program Guidelines, Grant Application, Participation Agreement and Notice of Agreement are included. CL

II. REPORTS

- A. Budget


COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

NOTE: The Chairman or Vice Chairman reserves the right to change the order of the agenda and if the agenda is not completed, to recess the meeting and continue on another specified date and time. Additionally, the Redevelopment Agency reserves the right to combine two or more agenda items, and/or remove an item from the agenda, or delay discussion relating to an item on the agenda at any time.

ADJOURNMENT

Respectfully submitted,


Cathy Laughlin
City Planner

City of Elko Redevelopment Agency
Agenda Action Sheet

1. Title: **Review, consideration, and possible approval of an amendment to the Storefront Improvement Grant Program package, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 9, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 minutes**
5. Background Information: **Two of the grant recipients for the 2020 grant cycle are unable to sign the “Participation Agreement” or the “Notice of Participation Agreement” due to the fact that the RDA approved grants that were outside the program guidelines and the current agreement states that the grants must meet program guidelines. Proposed revisions to the Program Guidelines, Grant Application, Participation Agreement and Notice of Agreement are included. CL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Required / Not Required**
8. Supplemental Agenda Information: **Program Guidelines, Grant Application, Participation Agreement and Notice of Participation Agreement**
9. Recommended Motion: **Approve amendments as presented**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **City Attorney**
12. Agency Action:
13. Agenda Distribution:

Grant Application

The Storefront Improvement Grant Program provides City of Elko Redevelopment Agency (RDA) funds to assist any property owner(s) or tenant(s) with rehabilitation, conservation, visual enhancement or beautification of eligible property within the Redevelopment area.

Please submit a complete application with the listed required documents and appropriate signatures to avoid any delays in processing. Please print legibly in either black or blue ink.

1. Project

Project Name:

Funding Requested (Amount): \$

2. Property Information

Business Name:

☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Sole
 Proprietorship ☐ Other

Physical Address:

Mailing Address:

City: State: Zip Code:

Phone: Cell: Fax:

Current Building Use:

3. Applicant Information (Participant)

Name:

Mailing Address:

City: State: Zip Code:

Phone: Cell: Fax:

Email:

Do you ☐ Own or ☐ Lease the property?

If you are not the property owner, then the property owner must complete section 4 and sign the application.

4. Property Owner

Owner Name:

Mailing Address:

City:

State:

Zip Code:

Phone:

Cell:

Fax:

Email:

Are there multiple owners? ☐ Yes ☐ No **If yes, provide additional sheet for each property owner**

5. Contact Person or Representative

Name:

Mailing Address:

City:

State:

Zip Code:

Phone:

Cell:

Email:

The following must be submitted with a complete application:

- ☐ Photographs of existing façade.
- ☐ 3 bids from contractors licensed to perform the applicable work for all eligible improvements.
- ☐ Construction Documents, including plans and elevations of proposed improvements. Plans must include sufficient detail to show all elements of the project.

1. Please list and describe each of the proposed exterior improvements.



Storefront Improvement Grant Program

2. Please describe the extent to which the existing building or on-site improvements are dilapidated or otherwise in need of improvement.

3. Please describe how you intend to maintain the improvements throughout their useful life.

4. Provide background information regarding the history of the business currently occupying the building:

5. Provide background information regarding the history of the building and/or property to be improved as well as any historical photos (if available):



Storefront Improvement Grant Program

6. Briefly describe the goals you hope to accomplish as the business and/or property owner undertaking this project:

7. Explain how your project will benefit the City of Elko. Choose all that apply and provide a written explanation for each:

☐ **The project will eliminate blighted conditions**

☐ **The project will promote economic revitalization**

☐ **The project will enhance the City’s historic preservation efforts**

☐ **The project will be consistent with the City’s master plan**

Acknowledgement of Application Provisions: (please check each that you acknowledge)

- ☐ I/We affirm that this project conforms to all applicable codes, ordinances and regulations.
- ☐ All applicable permits will be obtained for this project, if required, and all accompanying inspections will be successfully completed prior to receiving reimbursement.
- ☐ I/We affirm that I/we am/are in good standing with the City of Elko with respect to required taxes, fees, or other financial obligations to the City.
- ☐ I/We hereby affirm that I/we have full legal capacity to execute and submit this application, and that all information and exhibits herewith submitted are true and correct to the best of my/our knowledge.
- ☐ I/We agree to provide the City of Elko Redevelopment Agency (hereinafter the "Agency") with access to the property, as deemed necessary by the Agency, to make all reasonable inspections and investigations, and to take pictures of the property while the application is being processed.
- ☐ I/We have read and understand the Grant Program Guidelines, accept the terms stated in those Guidelines, and understand that in order for my/our request of funds to be approved, I/we must agree to work within and follow the recommendations of the Agency before starting any work on the subject property following approval of the application.
- ☐ I/We understand that I/we must complete and sign a Participation Agreement to initiate a date of project execution.
- ☐ I/We understand that I/we must complete, sign, and have notarized a Notice of Participation Agreement that will be recorded with the Elko County Recorder's Office.
- ☐ I/We understand that applying for grant funds does not obligate the Agency to allocate or award funds for the specified project.
- ☐ I/We understand that only after the review committee has reviewed the application and plans and recommends to the Redevelopment Agency the grant recipients, will the Agency authorize funds.
- ☐ I/We understand that the project shall comply with the Program Guidelines.
- ☐ I/We understand that only upon final inspection and approval by the Agency will the Agency disburse the authorized funds.
- ☐ I/We grant permission to the Agency to use my/our personal and business image(s), name, and/or other related content gathered in relation to your participation in the Storefront Improvement Program for promotional purposes. Such purposes may include, but are not limited to brochures, newsletters, and digital images.

Program Participant Signature

Date

Owner Signature

Date

Owner Signature

Date

NOTICE OF PARTICIPATION AGREEMENT

YOU WILL PLEASE TAKE NOTICE that the Elko Redevelopment Agency, a political subdivision of the State of Nevada organized and existing under Chapter 279 of the Nevada Revised Statutes (the “RDA”), and:

NAME OF PARTICIPANT:

(the “Participant”), have entered into a Participation Agreement affecting the real property more particularly described as follows:

The Participation Agreement contains certain maintenance and other obligations concerning the above-described property that apply to subsequent transferees, to include purchasers. The term of the Participation Agreement is ~~for~~ three (3) years, unless sooner terminated as provided in said Participation Agreement.

IN WITNESS WHEREOF, the RDA and the Participant have executed this Notice of Participation Agreement effective as of the ____ day of _____, ~~2019~~2020.

PARTICIPANT:

Title: _____

STATE OF NEVADA)

) SS.

Subscribed and sworn to before me, by _____,
who is known to me or satisfactorily proven to be the person whose name is subscribed to the
within instrument.

DATED this ____ day of _____, 201____.

NOTARY PUBLIC

STATE OF NEVADA)

) SS.

Subscribed and sworn to before me, by _____,
who is known to me or satisfactorily proven to be the person whose name is subscribed to the
within instrument.

DATED this ____ day of _____, 201____.

NOTARY PUBLIC



Storefront Improvement Grant Program

Participation Agreement

THIS AGREEMENT is entered into this ____ day of _____, 20____ (the “Effective Date”) by and between the Elko Redevelopment Agency, a political subdivision of the State of Nevada organized and existing under Chapter 279 of the Nevada Revised Statutes (the “RDA”), and:

NAME OF PARTICIPANT:

PARTICIPANT’S PHYSICAL ADDRESS:

PARTICIPANT’S MAILING ADDRESS (IF DIFFERENT):

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

(the “Participant”).

PHYSICAL ADDRESS OF PROJECT PROPERTY:

(the “Project Property”).

RECITALS

WHEREAS, the RDA, in its continuing effort to support the redevelopment of the Elko Redevelopment Area (the “Area”), has created the Storefront Improvement Program (the “Program”);



Storefront Improvement Grant Program

WHEREAS, the primary objective of the Program is to encourage and support building and business owner investment in upgrading their existing building storefronts on selected properties within the Area;

WHEREAS, the Program is a process that involves a one-time reimbursement of up to 50% of approved expenses from the RDA for businesses and building owners who construct eligible improvements to the facades of their buildings, to include expenses for construction, painting and refinishing, preparation and permitting of plans, building permit fees, design work and construction drawings (the "Work");

WHEREAS, the Program will provide reimbursement for a Participant's investment in the Work in an amount between ~~\$52,000~~500.00 and \$25,000.00 per parcel (the "Grant");

WHEREAS, the Participant must apply for and be approved in order to receive the Grant;

WHEREAS, the Participant must comply with this Agreement, to include any requirements incorporated by reference in order to be eligible for the Grant;

WHEREAS, the Project Property is located within the Area;

WHEREAS, the Participant seeks to take part in the Program pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the above recitals and the terms and conditions set forth below, the RDA and the Participant agree as follows:

I.

PROGRAM DESCRIPTION

A. The RDA shall reimburse the Participant for the cost of the Work at the rate of _____ percent (____%); *provided*, the Grant amount shall be no less than ~~FIVE-TWO THOUSAND FIVE HUNDRED DOLLARS (\$52,000~~500.00) per Assessor's Parcel Number and no greater than **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)** per Assessor's Parcel Number.

B. Costs which are eligible for reimbursement include all labor, material, equipment and other related items necessary for the proper performance of the Work as shown on the plans, design drawings, specifications and estimates approved by the RDA, attached at **Appendix 1** and incorporated herein; *provided*, costs paid for in cash will not be reimbursed by the RDA.

C. In order to be eligible to participate in the Program, all requirements set forth in the **Program Guidelines**, attached hereto at **Appendix 2** and incorporated herein, must be complied with and satisfied.

D. By signing this Agreement, the Participant certifies that all requirements set forth in the **Program Guidelines** have been satisfied and will remain satisfied throughout the Term (defined below).

E. Participant acknowledges that it has obtained all certificates of insurance from its contractor(s) in compliance with the **Program Guidelines**.

F. In the event the RDA determines that the Participant has materially misrepresented any information needed to obtain approval for participation in the Program, to include the foregoing certification that the requirements set forth in the **Program Guidelines** have been satisfied, the RDA may thereupon immediately recover the entire amount of the Grant from the Participant, together with reasonable attorney fees and costs incurred in enforcing this provision.

II.

SUBMISSION AND APPROVAL

A. No Work shall be undertaken until its design has been submitted to and approved by the RDA. Following approval, the Participant shall contract for the Work within one hundred eighty (180) days from the date of approval by the RDA Grant Review Committee.

B. All Work shall be completed within nine (9) months of the date of approval by the RDA Grant Review Committee.

III.

REVIEW BY RDA

The RDA will periodically review the progress of the Work. These inspections do not replace any required permit inspections by the City of Elko or any other regulatory authority. All defective Work or Work which fails to conform to the approved plans, design drawings and specifications at **Appendix 1** shall be immediately brought into conformity by the Participant.

IV.

ACCEPTANCE BY RDA

Upon completion of the Work and upon final inspection and acceptance of the Work by the

RDA, the Participant shall complete and submit to the RDA a properly executed **Reimbursement Request Form** (supplied by the RDA) showing all expenses incurred in performing the Work. In addition, the Participant shall submit to the RDA proof of payment of the expenditures listed on the **Reimbursement Request Form** and final lien waivers from all contractors and subcontractors.

V.

PAYMENTS BY RDA

A. The RDA shall, within forty-five (45) days of receipt of the **Reimbursement Request Form**, all proofs of payment, and all lien waivers from all contractors and subcontractors, issue a Final Payment to the Participant as reimbursement for _____ percent (___%) of the approved expenditures for performance of the Work, less any amounts previously reimbursed and subject to any limitations set forth in this Agreement.

B. In addition to the foregoing, if the total amount of the Grant is \$10,000.00 or more, upon completion of fifty percent (50%) of the Work and following receipt of a **Reimbursement Request Form** and all proofs of payment, the RDA may, in its discretion, issue a Progress Payment to the Participant as reimbursement for _____ percent (___%) of the approved expenditures for the Work performed up to that point in the Project, subject to any limitations set forth in this Agreement; *provided*, in the event Participant subsequently fails to complete the Project in accordance with this Agreement, Participant shall immediately upon demand by the RDA repay the Progress Payment to the RDA, together with interest thereon at the rate of eighteen percent (18%) per annum accruing from the date the Progress Payment was made.

VI.

FAILURE TO COMPLETE WORK

If the Participant (including Participant's contractor(s) and/or subcontractor(s)) fails to complete the Work in accordance with this Agreement, to include the approved plans, design drawings and specifications at **Appendix 1**, then upon written notice from the RDA to the Participant in the manner provided herein, this Agreement shall terminate and the financial obligation on the part of the RDA shall also terminate without any retroactive obligation on the part of the RDA to reimburse the Participant for any Work performed or money or labor expended. Any breach of this Agreement by the Participant shall automatically and immediately disqualify the Participant from any Grant funds, to include Grant funds for Work already performed or funds already expended.

VII.

MAINTENANCE OF WORK, REMEDIES FOR BREACH

Upon completion of the Work pursuant to this Agreement and for the duration of the Term (defined below), the Participant and any subsequent transferee of the Project Property, such as a purchaser, shall properly maintain the completed Work in finished form and without change or alteration. The foregoing maintenance obligations shall include all such obligations set forth in the **Program Guidelines**. For the duration of the Term, the Participant and any subsequent transferee of the Project Property shall not enter into any contract for or take any other steps to alter, change or remove any or all of the completed Work, nor shall the Participant or any subsequent transferee undertake any other changes, by contract or otherwise, to the improvements made in performing the Work, unless the proposed changes are first reviewed and approved by the RDA. In the event the Participant or any subsequent transferee breaches this Article VII (Maintenance of Work), the RDA may thereupon recover the entire amount of the Grant from the Participant and/or the subsequent transferee of the Project Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

VIII.

RESTRICTIVE COVENANT AND SUCCESSORS

The Participant shall, at the request of the RDA, record a restrictive covenant for the purpose of preserving the completed Work throughout the Term (defined below). The Participant shall inform any subsequent purchaser of Project Property of this Agreement and the obligations herein contained. The Participant (or any subsequent transferee) shall include in any conveyance of the Project Property during the Term language incorporating by reference the obligations of this Agreement and specifically reciting the text of Article VII (Maintenance of the Work) and making these obligations binding upon any transferee.

IX.

TERM

This Agreement shall commence on the Effective Date and shall terminate three (3) years thereafter; the period of time during which this Agreement remains in effect is referred to herein as the "Term."

X.

HOLD HARMLESS AND INDEMNIFICATION

The Participant shall indemnify the RDA and shall release, hold and save the RDA harmless from and against all liabilities, debts, claims, actions, causes of action, losses, damages and attorney's fees now existing or that may hereafter arise or result from performance of the Work. Without limitation, as used in this Article X, the term "the RDA" shall include all officials, officers, employees, directors, employees, agents and representatives of the Elko Redevelopment Agency.

XI.

OTHER WORK

Nothing herein is intended to limit, restrict or prohibit the Participant from undertaking any other work in or about the Project Property which is unrelated to the Work.

XII.

GENERAL PROVISIONS

A. AMENDMENT.

No modification, amendment, addition to, or termination of this Agreement nor waiver of any of its provisions shall be valid or enforceable unless in writing and signed by all the parties.

B. ASSIGNMENT; BINDING EFFECT.

This Agreement shall be binding on the parties' successors and assigns.

C. NOTICES.

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if personally delivered or sent by registered or certified mail to:

If to the RDA:

**Elko Redevelopment Agency
c/o Elko City Planner
1751 College Avenue
Elko, Nevada 89815**

If to the Participant:

Name of Participant: _____

Name of Contract (if different): _____

Title of Contact: _____

Mailing Address: _____

City/State/Zip Code: _____

or such other address as shall be specified in writing by either the RDA or the Participant.

D. GOVERNING LAW AND VENUE.

This Agreement shall be governed, construed and enforced according to the laws of the State of Nevada. Any action to enforce this Agreement or regarding any benefits or conditions of this Agreement shall be filed in the Fourth Judicial District Court in and for the County of Elko, State of Nevada, which court shall have jurisdiction and venue over said action.

E. ATTORNEY FEES AND COSTS.

In the event of any litigation concerning this Agreement between the parties, the prevailing party shall be entitled to recover all of its court costs and reasonable attorney's fees from the other party.

F. SEVERABILITY.

In the event any term or provision of this Agreement is held to be invalid or unenforceable in any respect by a court of competent jurisdiction, then all other terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be affected or impaired thereby.

G. CAPTIONS.

The captions appearing at the commencement of the articles and sections and herein are not substantive but are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement or other otherwise affect the same.

H. NO INTEREST IN PROJECT PROPERTY.

Nothing in this Agreement shall be construed to transfer any interest in the Project Property to the RDA.

I. ENTIRE AGREEMENT.

This Agreement (including any appendices hereto and any documents incorporated by reference) contains the entire agreement between the RDA and the Participant with respect to the subject matter hereof, and all representations, provisions and covenants between the parties, whether verbal or written, are merged herein.



Storefront Improvement Grant Program

J. TIME OF THE ESSENCE.

Time is of the essence in this Agreement and of each covenant and agreement that is to be performed at a particular time or within a particular period of time. However, if the final date of any period which is set forth in this Agreement falls on a Saturday, Sunday or legal holiday under the Laws of the United States or the State of Nevada, then the time of such period shall be extended to the next date which is not a Saturday, Sunday or legal holiday.

L. CONFLICTING TERMS.

In the event of a conflict between this Agreement and any document incorporated herein by reference, to include the appendices hereto, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement:

ELKO REDEVELOPMENT AGENCY:

By: _____
Signature

Print Name

PARTICIPANT:

By: _____
Signature

Print Name

Program Guidelines

A. Purpose

- NRS 279.566 requires that every redevelopment plan must provide for the participation and assistance in the redevelopment of property in the redevelopment area by the owners of all or part of that property if the owners agree to participate in conformity with the redevelopment plan adopted by the legislative body for the area.

B. Program Goals

To ensure that all projects receiving City of Elko Redevelopment Agency (Agency) funds are consistent with the City of Elko Redevelopment Plan and the Nevada Revised Statutes, any person participating (Participant) in the Storefront Improvement Program (Program) must demonstrate that the proposed Project conforms to the City of Elko Master Plan and that it furthers one or more of the following goals:

- The Project will eliminate blighted conditions
- The Project will promote economic revitalization
- The Project will stimulate private development
- The Project will enhance the City's historic preservation efforts

C. Participation and Funding Requirements

- To participate in the Program, a person must be an owner or lessee of the property to be improved, referred to in these Guidelines as the "Program Participant."
- Either a lessee or a property owner may apply to be a Program Participant. However, the property owner must sign the Participation Agreement. The lessee may sign the Participation Agreement as well.
- The maximum Program grant funding that may be awarded is \$25,000 per lot or parcel with a single Assessor's Parcel Number.
- The minimum Program grant funding that may be awarded is ~~\$52,000~~ \$500 per lot or parcel with a single Assessor's Parcel Number.
- The Program Participant shall pay 50% or more of the total project costs, depending upon the decision of the Elko Redevelopment Agency (Agency). Total project cost includes construction costs and expenses incurred in the preparation and permitting of plans for the improvements, including building permit fees, design work and construction drawings.
- Program Participants are competing for a very limited amount of funds and, as such, may meet all criteria and yet still not receive any funds or the full amount of their request.

D. Application Period

- Applications will be accepted by the Agency between January 1st and March 30th of each year.

- The Grant Review Committee, which is comprised of the five (5) members of the Redevelopment Advisory Council (RAC), will meet in April to rate each application using the rating sheet provided in grant program.
- The RAC will then make a recommendation to the Agency at its May meeting. The recommendation will include proposed recipients and funding for each project.
- If the available, budgeted funding is not fully expended in any given application review cycle, applications will be accepted on a first-come, first-served basis until all available, budgeted funding is exhausted.

E. Completion of Storefront Improvements

- All storefront improvements must be completed within nine (9) months of the date of the signed participant agreement or a building permit is issued by the City of Elko (whichever is later), unless a written extension is granted by the Agency. Failure to meet this deadline may, at the discretion of the Agency, result in the cancellation of all Agency obligations to reimburse the Program Participant for any otherwise eligible past or future Program costs.

F. Eligible Properties and Businesses

All of the following requirements must be satisfied for a Project to receive funding:

1. The Project must be located within the City of Elko Redevelopment Area.
2. The Applicant must be the property owner(s) or a lessee(s) of a program-eligible building.
3. The property owner must sign the Application or provide a signed letter clearly stating support for the lessee's Application.
4. The property owner must sign the Program Participation Agreement.
5. The Program Participant may not apply for more than one (1) Agency-funded incentive per Agency fiscal year.
6. The property on which the Project is situated must be free of all mechanic's liens at the time of Application.
7. Neither the Program Participant nor the property owner may be listed as debtors in bankruptcy proceedings, or have declared bankruptcy within five (5) years prior to the date the Application is submitted.
8. The Program Participant must have a current City of Elko business license, if required.
9. The Project property must be properly zoned for all existing and proposed uses.
10. Neither the Program Participant nor the property owner may be delinquent on any Federal, state, or local taxes.
11. Neither the Applicant nor the property owner may be delinquent on any bills or debts payable to the City of Elko.

G. Ineligible Properties and Uses

The following are ineligible for participation in the Program:

1. Single family residential properties
2. Multi-family residential properties that have no commercial permitted use on same parcel
3. Buildings constructed within five (5) years prior to Application
4. Properties determined by the City of Elko to be in violation of the City Code (not to include legal non-conforming uses)
5. Properties which have received funding from the Agency, or from the City of Elko, within the year prior to Application for capital improvements, on-site improvements or off-site improvements
6. Government offices and agencies (non-governmental tenants are eligible) or other non-taxed entities
7. Properties with respect to which a portion of the property taxes (if property taxes are required) are not allocated to the City of Elko Redevelopment Agency

H. Eligible Improvements

The following are the types of improvements considered eligible for Program funding:

- Painting of the entire building façade, including decorative architectural elements. This includes all facades viewable from the public right-of-way.
- Installation of new or repair/replacement of existing windows and doors
- Remodeling of entry ways
- Installation or restoration of lighting
- Installation of new or repair/replacement of existing awnings
- Cleaning of exterior walls
- Restoration or renovation of exterior façades, including but not limited to siding, stone, tile, stucco and brick, to include demolition of existing façade
- Installation of new or repair of existing fascia, cornices, architectural details, gutters and downspouts
- Installation of new or restoration of existing signage
- Installation of roofs that are a visible decorative element of the facade

I. Ineligible Improvements

The following types of improvements are ineligible for Program funding:

- Installation, maintenance or repair of landscaping
- Installation, maintenance or repairs of roofs (except for roofs that are a visible decorative element of the façade)
- Repair of foundations
- Installation or repair of sidewalks
- Improvements required solely for compliance with the Americans with Disabilities Act
- Installation or repair of billboards that are not affixed to the building
- Installation or repair of security systems, including but not limited to video cameras, security bars and razor or barbed wire fencing.

- Installation or repair of window coverings
- Interior modifications
- Purchase, installation or repair of personal property or equipment
- Repairs to asphalt and parking lots
- Installation, repair or maintenance of personal property that has not been permanently attached to the building
- Installation, maintenance or repair of awnings, without more

J. Bidding/Construction/Permits

1. Program Participants are responsible for the design of the Project and for obtaining the necessary bids.
2. Program Participants must obtain three (3) competitive third-party contractor bids for the proposed work. All such contractors must be licensed by the State of Nevada, have in effect any required contractor's bonds, and have in place all necessary City of Elko licenses.
3. Reimbursement amounts for Progress and Final Payments will be calculated based on the lowest of the three (3) bids. The Program Participant may select any of the three (3) bidders to construct the Project; however, the Program Participant will be responsible for any such costs in excess of the lowest bid.
 - a. Construction contracts will be between the Program Participant and the contractor; the Agency will not be a party to any construction contract under the Program. The contractor must obtain all required permits prior to commencing work.
 - b. The contractor that is selected to perform the Project must provide the Agency with certificates of insurance evidencing coverage against bodily injury and property damage, with limits of \$1M occurrence/\$2M aggregate; \$1M commercial auto coverage; and Nevada workers compensation coverage (or employer's liability coverage) covering all employees for no less than the amount required by law.
4. The final selection of a contractor is the sole responsibility of the Program Participant. The Agency has no responsibility for the performance of the work.
5. The quality, timeliness and completeness of the work performed on the Project are matters to be resolved between the Program Participant and the contractor, notwithstanding the Agency's reimbursement requirements.
6. The Program Participant is advised, for its own protection, to obtain a written warranty for the Project work from the contractor.
7. Design work is a reimbursable expense (as stated in Section C); provided, design work must be included in the three (3) competitive bids to be considered part of the Program grant.

K. Grant Review

Applicants will be selected for participation in the Program and reimbursement amounts will be calculated based on the following process:

1. The Grant Review Committee will determine the eligibility of each Application using a rating sheet.
2. Each member of the Grant Review Committee will rate each proposed Project based on the points shown on the rating sheet. A total score will be given to each proposed Project based upon the total of all points on the rating sheets.
3. Reimbursement amounts will be determined based on the lowest bid amount submitted in the Application, even if the Program Participant selects a different contractor.
4. Any costs associated with the Project that are not shown on lowest bid will be the sole responsibility of the Program Participant and will not be included in the reimbursement calculation.

L. Redevelopment Agency Approval

The following process will be used in awarding Program grants:

1. The Grant Review Committee will recommend to the Agency the proposed recipient(s) of each grant and the program funding amount.
2. The Agency has the discretion to approve or deny any and/or all the recommended Applications.
3. Program Participants with Agency approved projects ~~will be required to must~~ sign a participation agreement with the Agency before the Agency has any obligation to the Program Participant.
- ~~3.4.~~ Notwithstanding any other provision contained in these Guidelines, in the event the Grant Review Committee is prevented from meeting due to circumstances beyond the control of the Agency, to include acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions; war, acts of terrorism, and epidemics; acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations; and strikes and labor disputes, then the Agency may act without the prior recommendation of the Grant Review Committee.

M. Disbursement of funds

Grant funds will be disbursed only after the following conditions have been met.

1. All work has been completed, inspected and approved by the Agency or a representative assigned by the Agency.
2. The Agency has received and approved all invoices from the contractor(s).
3. The Agency has received proof that all contractors and subcontractors have been paid, such as lien releases or cancelled checks.
4. For Projects which exceed \$10,000, reimbursements can be requested at both 50% and 100% of Project completion.

N. Maintenance Obligation

The Program Participant will have the following maintenance obligations following Project completion:

1. The Program Participant shall maintain all improvements funded by the Program in good condition and in accordance with local and State building codes.
2. Conditions that constitute a failure to maintain the property in good condition include, but are not limited to: peeling paint, chipped surfaces, broken windows, torn awnings, broken lights, broken walls/fences, boarded windows, excessive bird droppings or debris, graffiti and illegal or non-conforming signage, and obstructed windows.
3. Agency staff will inspect improvements annually for three (3) years to determine whether improvements are being properly maintained.
4. Failure to maintain improvements that have been completed with Program grant monies for a period of three (3) years will result in ineligibility for future financial incentives to that Program Participant.

O. Checklist

- ☐ Storefront improvements designed by Contractor or Design Professional
- ☐ Obtain three (3) written bids on the construction of the storefront improvements
- ☐ January 1- March 30th: Submit completed Grant Application to the City of Elko Planning Department
- ☐ April: Grant review committee recommends to the Redevelopment Agency a list of recipients and grant amounts for each
- ☐ May: Redevelopment Agency awards grants
- ☐ Owner selected contractor to provide Redevelopment Agency with certificate of insurance with limits as shown in Section J.
- ☐ Property owner and Program Participant sign Participation Agreement
- ☐ Property owner and Program Participant sign Notice of Agreement and record it with the Elko County Recorder
- ☐ Contractor obtains proper permits from the City of Elko Building Department, if required.
- ☐ Construction begins
- ☐ Reimbursement request at 50% completion if awarded grant exceeds \$10,000
- ☐ Request final inspection from Redevelopment Manager at completion of project
- ☐ Reimbursement request at 100% completion



Storefront Improvement Grant Program

- ☐ 3 years of maintenance as required in Participation Agreement



Downtown Idea Exchange

Improving physical, social, and economic conditions downtown

Vol. 67, No. 2
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@DowntownDevelopment.com

40 West Artline — Video

Leveraging Events to Draw
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PATHWAYS AND PUBLIC SPACES

Public art creates new energy in downtowns

In Milwaukee, WI, an annual installation of sculptures from around the world attracts attention and visitors during the summer months.

In Lakewood, CO, a four-mile long art trail is winning kudos for bringing new energy to a long-neglected neighborhood.

The two projects offer differing strategies for using public art as a downtown development tool.

In Milwaukee (est. pop. 492,002), the annual Sculpture Milwaukee brings more than 20 pieces of art to the city streets.

The pieces are on loan from galleries around the world, says Erica Chang of Milwaukee Downtown. Each year, new works come to town. Among the notable sculptures were the iconic pop-art image “Love” by American artist Robert Indiana.

“This is world-class, large-scale sculpture,” Chang says.

Sculpture Milwaukee is free to the public — but it's not free to put on. Each piece weighs tons and is three or four stories high, so merely
(Continued on page 3)

ATTRACTION

Partnering with event venue spurs downtown spending

Vicksburg Main Street was prepared for a big night when a mini-disaster struck. Hours before hundreds of conference-goers were coming to an evening shopping event in Vicksburg, MS (est. pop. 22,961), a water pipe broke on Washington Street, the town's main thoroughfare.

“The street was dug up,” says Kim Hopkins, head of Vicksburg

Main Street. “Traffic was detoured. It was a lot of re-maneuvering and re-planning.”

Even with that setback, some 600 people turned out for the event, which was honored by the Mississippi Main Street Association as the state's Outstanding Retail Promotion for the year.

(Continued on page 7)

Craft beer? Quilts? Music? Figure out your downtown's selling point — then create a trail

Event management expert Lynn Fuhler looks at downtowns near her home base of Winston-Salem, NC, and sees no shortage of “trails” — themed walking or driving tours that draw in customers by playing up assets that local folks might take for granted.

Downtown Asheville, NC, for instance, offers architectural tours showcasing the city's 1920s buildings. Southwest Virginia's Crooked

Road directs fans of bluegrass and heritage music to such downtowns as Bristol and Clintwood.

The Southern Gateway Wine Trail in Lexington, NC, promotes not just wine but also local barbe-

cue. Organizers suggest varietals that pair well with certain barbecue items.

Such trails can offer new ways to market overlooked assets, either within a single downtown or by combining neighboring downtowns.

Much as car dealers tend to cluster to boost traffic, rival microbreweries or art galleries can

increase their overall business by joining forces, Fuhler says.

“The old saying is if you have two jewelry stores downtown, they will do well,” Fuhler says. “But if you just have one, it won't do as well. The idea is people like to shop around. If you can string a series of things together, the sum of the parts is greater than the whole.”

Perhaps the hottest trail concept these days revolves around microbreweries. With an explosion of craft beer makers, even medium-sized downtowns can boast multiple breweries.

Creating a viable trail requires thinking creatively. Just as the Lexington wine trail partners with barbecue restaurants, breweries should find ways to bring eateries or even art galleries into the mix of destinations.

Beer and art might not seem obvious bedfellows. But a local brewery could use a local artist's work on a label. Or a gallery exhibit could feature beer labels.

A trail devoted to moonshine could tie in with bootleggers' role in creating the Nascar circuit, Fuhler says.

By broadening a theme beyond a single niche, marketers of trails can attract more visitors. That way, if Dad loves beer, Mom and the kids might be willing to accompany him on the trail.

“When you have a little variety, you can appease everybody,” Fuhler says.

Quilting trails are a new rage, and trails featuring historic sites are a tried-and-true concept. Coming up with a trail for your downtown might require nothing more than a fresh perspective.

“A lot of it is for someone to stand far enough back to say, ‘We have a common theme. Let's find a way to promote it,’” Fuhler says.

Downtown leaders and merchants, or neighboring downtown leaders, should sit down together to brainstorm. Ideas for trails often are sparked by the realization that several downtown businesses share a common bond.

“If you can string a series of things together, the sum of the parts is greater than the whole.”

Regional trail promotes local downtown

The Quilt Trail of northeast Tennessee brings together more than one hundred sites displaying traditional quilt crafts. The trail runs through six counties and two downtown areas.

Downtown Greeneville boasts several quilt locations including a history museum, town hall, library, historic inn, and others. While fragile quilts are housed indoors, building exteriors are decorated with oversized quilt blocks, like the 4 foot by 4 foot block at the historic town hall below.

Amy Saxonmeyer, artistic director of the Downtown Greeneville Quilt Trail Project says that the trail is helping to boost the economy.

“That's what this is all about, bringing [visitors] to the community in different ways,” she says.



The next challenge is creating a trail that gives all players equal sway. A common pitfall: The biggest tenant in a downtown or the dominant city in a region tries to use a themed trail to gain more exposure than smaller participants.

Fuhler points to the cluster effect: The biggest players must accept that they're help-

ing to promote smaller organizations they may consider competitors. But for a trail to truly generate new business, those involved must be willing to create a cooperative situation where larger players with bigger budgets allow smaller rivals to participate fully.

Contact: Lynn Fuhler, Flying Compass, 336-499-6372. **DIX**

Public art creates new energy in downtowns

— Continued from page 1

staging the annual event costs over \$1 million a year.

"It's super-expensive to ship sculptures from all over the world," Chang says.

The project was the vision of Steve Marcus, head of the Marcus Corp., who helped create Milwaukee's famed Summerfest concert series. Marcus saw public art as a way to revitalize downtown's West Wisconsin Avenue.

Sponsorships from benefactors such as Northwestern Mutual bring in about \$950,000, and Sculpture Milwaukee earns a commission from any pieces that are sold during the event. Marcus has agreed to cover any shortfalls.

Before the formal kick-off and ribbon cutting in 2019, hundreds of people gathered at a downtown parking lot for a free lunch, live music, speakers, and to watch muralists complete a piece which shows five of the twenty-two sculptures along the tour.

The exhibit's buzz is impressive enough that the show generates visits from out-of-town art lovers.

Sculpture Milwaukee is managed by Milwaukee Downtown BID 21 with support from the City of Milwaukee.

Year-round trail

Lakewood, CO (est. pop. 156,779), for its part, uses a more modest approach and mixes permanent and temporary art installations.

The 40 West ArtLine includes 70 works of art, among them interactive sculptures, murals along the walking and biking path, and installations on fences that border the ArtLine.

Modeled in part on the Boston Freedom Trail, which features a 2.5-mile-long red line that connects historic sites, the 40 West ArtLine follows a green line linking parks, neighborhoods, businesses, and a light rail station.

Over two dozen artists participated in the project with dozens of volunteers assisting with the installations.

The value of volunteer participation cannot be overstated, notes Alexis Moore, principal planner for the City of Lakewood. "The community can help create temporary art installations with the assistance of artists who are paid for their time to help design and lead these projects. It is a cost-effective way to beautify a place and create local buy-in and support, and it provides economic development opportunities for local artists.





DowntownDevelopment.com

To see a video about the 40 West ArtLine, go to DowntownDevelopment.com and click on "Web Extras."

Because many of the pieces are temporary, they are "moderately" maintained and may be decommissioned within one to three years.

"This allows opportunities for new art and artists and creates an exciting, dynamic experience for visitors who can experience the ArtLine in new ways over time," says Moore.

Funding and partnerships

Planning for the 40 West ArtLine began in 2011, and the project was completed in 2018.

Now, the focus has moved to maintenance and marketing. "We're entering into a formal agreement with the city and the BID to help with maintenance needs and we're also creat-

ing an ArtLine Area Framework Plan to document the project history and vision, and to guide next steps on the future art selection process, maintenance needs, roles and responsibilities among the various partners, and more," says Moore.

The project has been supported by the



City of Lakewood, the Lakewood West Colfax Business Improvement District, and the West Colfax Community Association. "Because of these strong partnerships," says Moore, "we secured a major Our Town Grant from the National Endowment for the Arts to launch the ArtLine. Without these partnerships and a major grant that catalyzed the creation of the ArtLine, the project likely could not have happened."

The project has won kudos from the Colorado Business Committee for the Arts and Colorado's governor, who recognized the project's use of public space.

"It offers an opportunity for everyone to experience the arts in the city of Lakewood," Mayor Adam Paul says. "It has activated a neighborhood that, for many years, felt like it was left behind."

For others considering a similar project, Moore offers this advice, "It's critical to have an adopted community plan in place that you can point to when looking for funding and to build and sustain community and political support for this type of project."

Contact: Alexis Moore, City of Lakewood, 303-987-7503; Erica Chang, Downtown Milwaukee, 414-220-4700. **DIX**

ACCESS AND MOBILITY

Cities continue to rethink downtown parking requirements

Parking requirements designed for suburban shopping areas are sapping the life from downtown business districts, argues Charles L. Marohn Jr.

"We *don't* need the miles and miles of asphalt dictated by local governments' minimum parking mandates," says Marohn, president of the nonprofit organization Strong Towns and author of the 2019 book *Strong Towns*. "Communities have a finite amount of

land, and forcing them to waste it on unnecessary parking makes no sense."

Local mandates that impose minimum parking requirements create a number of unwanted side effects, Marohn argues. They shut out small businesses and create an advantage for large corporations with deep pockets.

Parking requirements price out otherwise-viable developments, they reduce housing supply, and they hamper walkability, Marohn says.

He argues it's time for cities to rethink mandatory parking minimums that require private property owners to provide and maintain a certain number of off-street parking spaces. These rules wreak financial havoc on communities and the citizens and business owners who live and work there, Marohn says.

He points to 11 reasons to dump parking minimums:

Parking is pricey to build. It costs between \$5,000 and \$10,000 to construct a typical surface parking stall (including the value of the land it occupies). A parking space in a garage can cost between \$25,000 and \$50,000. Marohn points to a study by the Mortgage Bankers Association, which calculated that the parking in Des Moines, IA, has a total replacement cost — what it would cost to rebuild all of it from scratch today — of \$77,165 per household, or 60 percent of the cost of the median-priced home in Des Moines.

Parking minimums are brutal for small businesses. Small, locally owned businesses have to put a huge percentage of their overhead into building and maintaining the required parking spaces. Compare that situation to a large chain retailer or restaurant, and it's clear that parking minimums put national corporations (with deep pockets) at a large competitive advantage over smaller local businesses.

Excessive parking reduces availability of housing. In cities facing affordability and supply crunches, developers who build parking pass the cost on to tenants — whether that parking was required by a local law or would have been included anyway. Seth Goodman of Reinventing Parking estimates a parking spot raises the rent by an average of \$225 a month.

Parking costs the public sector. Some claim that parking lots impose little or no ongoing cost because they require few services. However, this argument misses a key point about infrastructure costs. Infrastructure — roads, sidewalks, pipes, gas and electric — exists to serve productive land uses, that is, places where people are. By devoting a large amount of land to parking, cities spread those productive uses farther apart. The costs of this

are very real, and they're paid for by the public through taxes to local government and service fees to utilities.

Parking imposes indirect but real costs by reinforcing car dependence. Devoting so much land to parking has a pro-sprawl effect that diminishes walking, biking, and even taking public transit as viable transportation options. Parking — especially mandated, ample, and underused free parking — reinforces car dependence. That means the downsides of driving — from tailpipe emissions to health impacts to traffic fatalities — can be blamed on parking requirements, Marohn asserts.

Parking minimums interfere with normal development patterns. Even when the zoning code allows a mix of uses (like an apartment above a store), allows buildings to come right up to the sidewalk, and allows a mix of smaller structures, parking minimums make an old-fashioned Main Street impossible. Parking simply consumes too much land, Marohn says.

Structured parking isn't an easy answer. Structured parking refers to enclosed parking in an underground or above-ground garage. This saves land relative to a surface lot, but it is up to 10 times more expensive to build, so it may not be an option except where a development opportunity is valuable enough to justify the expense.

Parking requirements can price out viable development projects. It's not just that rent in a new building must be higher to cover the cost of building parking. Often, that cost is higher than what the market will bear.

Parking dramatically impedes walkability. The lack of ability to walk conveniently and safely between destinations is an opportunity cost of parking. Even though malls, giant shopping complexes, and restaurants and shops may be in close proximity, they are often surrounded by a no-man's land of parking lots. Huge gaps in street space created by parking lots depress walking by creating a feeling of desolation for anyone outside a car.

Parking takes land out of productive use. Land is finite. Every bit of it not put to productive use carries an opportunity cost.

Public on-street parking occupies street space that might have gone to another use. It might have otherwise been recreational space, like a parklet. Or an expanded sidewalk, which could house café seating. Or a bike lane. Weigh the value of these alternatives against the benefits of devoting the space to parking.

"Every community can become more vibrant and create a sense of place where there was none before," Marohn says. "And it can start with individuals taking action against laws that create paved-over dead zones of empty space."

Contact: Charles Marohn Jr., *Strong Towns*, 844-218-1681. **DIX**

ECONOMIC GROWTH

To bring back economic activity, hurricane-battered downtown broadens focus

As Hurricane Florence loomed in September 2018, downtown leaders in Wilmington, NC (est. pop. 122,610), had plenty of time to prepare. Downtown Wilmington Inc. canceled a commercial property showcase and collected cell phone numbers from downtown merchants. Workers took down street banners, removed hanging flower baskets, and scoured the downtown district for trash can lids, recycling receptacles, and other potential projectiles.

"We saw it coming for a week," recalls Ed Wolverton, president of Wilmington Downtown Inc.

Perhaps the most ominous sign for Wilmington was the arrival of Jim Cantore, The Weather Channel's storm-chasing meteorologist. Mercifully, the storm was downgraded from Category 4 to Category 1 strength before it struck the Carolina coast.

Less mercifully, Florence sat atop Wilmington for several days and dumped two feet of rain. After the storm passed, water from upriver flooded downtown Wilmington.

While there was little in the way of physical devastation in downtown Wilmington, activity plummeted. The district was dead for days, then for weeks. Across its impact zone, Florence caused more than \$20 billion

in damage, leaving behind power outages and flooding.

"Our merchants were immediately saying, 'We don't have customers,'" Wolverton recalls.

North Carolina Gov. Roy Cooper declared a state of emergency, and he came to Wilmington to tour flood damage. Wolverton had a different goal in mind: He asked the governor to tell people that downtown was open for business.

Wolverton also put out the message via Facebook and through the downtown website.

Still, business was slow to come back. So Downtown Wilmington spearheaded four weeks of concerts and other events. Local bars, restaurants, and media companies sponsored the lineup of events dubbed Over Flo — as in "over Florence," or given all the rain dropped by the storm, "overflow." Each week during October, the downtown organization hosted some sort of event tied to Hurricane Florence.

The events aimed to raise money for downtown nonprofits by selling hats, T-shirts, and stickers.

One free concert drew 1,000 people and raised \$23,000, Wolverton says. Recipients of the Over Flo fundraisers included the Salvation Army and a regional food bank.

"Our merchants were immediately saying, 'We don't have customers.'"



DowntownDevelopment.com

In 2009, the Cedar Rapids Downtown District responded and rebuilt after flooding impacted nearly 450 downtown businesses. To read the archive article, go to DowntownDevelopment.com and click on "Web Extras."

A local artist designed a logo for the Over Flo events. Organizers launched an Over Flo page on Facebook.

Downtown merchants created promotions such as Foodies Over Flo appetizers for \$5 with a portion of the sales donated to the campaign.

Other merchants created bracelets, artwork, and other special items for the campaign.

"We crafted our message to tie together several of our economic sectors: Music Over Flo, Arts Over Flo, Shops Over Flo, and Food and Beverage Over Flo," Wolverton says.

As the events proved successful at both raising money and conveying Wolverton's message, he broadened the project's horizons. Over Flo expanded to include a benefit concert by Willie Nelson's son at a venue outside of downtown, and a golf tournament.

"We started doing things well beyond our geographic comfort zone and well beyond

our organizational comfort zone," Wolverton says.

In all, Over Flo events raised more than \$137,000 — and they forcefully conveyed the message that downtown Wilmington had survived the storm intact.

On the downside, Wolverton says, hosting weekly daylong events was grueling.

"You have to be on the entire time," Wolverton says. "It's hard physically and mentally."

Contact: Ed Wolverton, Downtown Wilmington, 910-763-7349. **DIX**



Partnering with event venue spurs downtown spending — Continued from page 1

Despite a flooded street, Hopkins says, downtown businesses sustained no water damage. And organizers soldiered on.

"The event turned out to be very successful," Hopkins says.

The shopping excursion was created for the Mississippi Association for Gifted Children Conference, which brought educators from around the state to Vicksburg.

Conference organizers asked for an evening event based on the theme of *Willy Wonka & The Chocolate Factory*, the famed children's book that inspired two film adaptations.

Downtown's 40 merchants eagerly embraced the opportunity to showcase themselves to new customers. Retailers donned costumes and decorated their storefronts.

"A lot of the merchants dressed up and really got into the Willy Wonka thing," Hopkins says.

Hopkins, for her part, turned to YouTube to re-watch key scenes of the movie (the 1971 classic version with Gene Wilder, not the 2005 remake starring Johnny Depp).

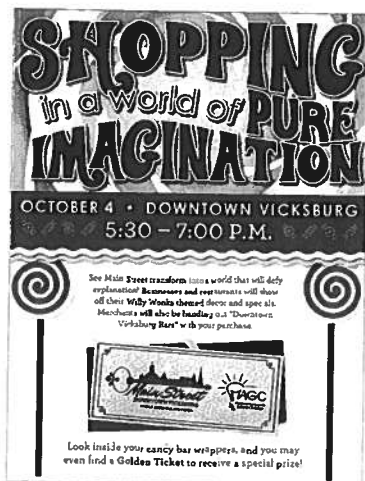
Vicksburg Main Street rolled out Oompa Loompas, but the big attraction involved hundreds of Hershey chocolate bars. The city purchased and rebranded the candy as "Downtown Vicksburg Bars." Shoppers who made purchases were rewarded with the promotional candy.

Adopting a marketing gimmick from Willy Wonka himself, Vicksburg hid golden tickets in five of the candy bars. Winners



DowntownDevelopment.com

To see how the Downtown Windsor BIA partners with a local comic convention, go to DowntownDevelopment.com and click on "Web Extras."



received gift bags that included items donated by downtown retailers and 25 “Downtown Dollars” redeemable at Washington Street businesses.

Vicksburg Main Street’s investment was modest. Hopkins says the cost was only about \$800, with candy ranking as the biggest cost.

The payoff in terms of sales and tax revenues outstripped the modest investment.

“A lot of my merchants told me they had one of the best events they’d ever had,” Hopkins says.

Some of the conference attendees returned for more shopping the next day, after the promotion was over.

For Vicksburg, a town with a high poverty rate and per capita income of just \$18,310, bringing in out-of-town shoppers provides an important jolt.

While the Willy Wonka event, dubbed “Pure Imagination,” was a one-time promotion, Hopkins has tried to replicate its success in other ways. For Small Business Saturday, Vicksburg Main Street gave free poinsettias to the first 100 people who shopped at downtown businesses.

Contact: Kim Hopkins, Vicksburg Main Street, 601-634-4527. **DIX**

ATTRACTION

Seven ways to raise your downtown’s social-media game

Lauren Potter uses social media to promote downtown Phoenix, and she goes well beyond posting a quick photo and a few hastily crafted words.

She once devoted three hours to creating an Instagram Story about a downtown project that used shipping containers in creative ways.

“It does take time,” Potter says. “People understate how long it takes.”

Potter offers the following advice about using social media to promote downtown:

Tell a story. People want to be entertained. Rather than simply providing a string of information, a story will follow an engaging narrative arc.

Provide context. If she posts a short video about a downtown business, Potter starts with a panning shot of her walking up to the business. This roots the business firmly downtown.

Switch it up. Potter suggests varying the type of shots in an Instagram Story. She likes

to toggle between wide photos and closeup images.

Give a call to action. Social media content should offer a way to follow the business being featured, for example, or to swipe up to get tickets or coupons.

Post routine content. As a downtown resident, Potter makes quick posts about getting coffee, or riding light rail, or quirky artwork showing up on sidewalks.

Be of service. Before a local referendum that would have killed light rail, Potter and another downtown staffer posted content informing voters about the issue and directing them to polling places.

Be consistent and authentic. These traits matter far more than the technical prowess of your videography and photography, Potter says.

Contact: Lauren Potter, Downtown Phoenix Inc., (602) 495-1500. **DIX**

Highway removals reverse planning sins of decades past

For decades, downtown leaders have lamented highway-building projects that cut awkward paths through urban cores.

The infrastructure boom of the 1950s and 1960s claimed many a victim, recreating traffic patterns in ways that trampled on pedestrianism and made clear that the needs of suburban residents trumped the quality of life of those living in the urban core.

A stroll through Atlanta, Baltimore, or St. Petersburg, FL, illustrates the costs. Now, though, some cities are restoring the pre-interstate urban fabric by removing highways.

In Rochester, NY (est. pop. 206,290), and several other U.S. cities, today's major infrastructure projects involve not building new roads but removing old ones. Removals are being considered for stretches of highway in Detroit, Tampa, and Baltimore, *The Wall Street Journal* reports.

Portland, OR, Milwaukee, and Chattanooga, TN, already have deconstructed sections of highway. Such projects could become more common; the federal government has earmarked \$120 million for highway removals.

On South Union Street in Rochester, construction projects include a new luxury apartment complex and a museum expansion. The new building is happening atop the remains of the Inner Loop, a six-lane sunken highway that circled downtown.

City officials concluded the highway created an artificial barrier that cut off the downtown from the city's northeastern neighborhoods. To revive the urban core, the city bought part of the highway, buried it, and built a new neighborhood on top of it.

The first phase of the project cost \$22 million, and Rochester seems to be generating plenty of return on that investment. More than \$200 million in new construction projects are under way.

The city-dividing highways harken back to an era when planners dreamed of high-

speed roads whisking workers from suburban homes to downtown offices and back. In many cases, the placement of the new roads was racially tinged — the highways tended to cut off African-American neighborhoods.

The urban highways “cut out a huge part of the fabric of the city and they also encouraged the use of cars so they led to even more blight by requiring more space for parking,” Norman Garrick, an engineering professor at the University of Connecticut, told the *Journal*.

Now, though, downtowns are luring new employers and residents. And the highways are seen as throwbacks to the bad old days of urban planning.

Rochester isn't the only New York city undoing the past. Highway removals are under way in Niagara Falls and the Bronx, and future projects are being discussed in Syracuse and Buffalo.

Recreating the urban fabric comes with pitfalls, of course. Highway removals reunite more affluent neighborhoods with struggling areas. And gentrification looms as a threat.

“You're creating a new neighborhood that hasn't existed in over 50 years,” said Shawn Dunwoody, an artist and organizer. “We want people invested in shaping that area and making it happen.”

One obvious concern: Won't taking out major roads worsen traffic congestion? Garrick conducted a study that concluded closing even major roads didn't markedly increase gridlock. Motorists simply spread across the existing street grid.

Tearing down old highways can free prime land

After demolishing the Park East Freeway, Milwaukee unlocked nearly 30 acres downtown. Some \$1 billion in private investment followed the 2003 completion of that project.

“We've showed that when you take the highway out of the city it gets better. It's that

“We've showed that when you take the highway out of the city it gets better. It's that simple.”

simple,” Peter Park, Milwaukee’s former planning director, told the *Journal*.

In Detroit, officials are considering removing Interstate 375, which paved over established black neighborhoods in the city’s core.

And in Tampa, planners are studying removing a stretch of Interstate 275 that cut through the historic Tampa Heights neighborhood. That stretch of road is sometimes called the “Great Wall of Tampa.” **DIX**

COMMUNICATION

Downtown foregoes visioning process for in-depth interviews

In little Bucksport, ME (est. pop. 2,682), the closing of a paper mill in 2014 led to a round of soul searching.

“That mill had really defined our community and defined our downtown for 80 years,” says Brook Minner, head of Main Street Bucksport.

Bucksport has just one stoplight on its main street, and the mill closing left downtown a “depressing place,” Minner says.

“The downtown needed attention and energy,” she says.

Luckily, the downtown enjoyed the support of a number of devoted residents and merchants who wanted it to bounce back. Not so fortunately,

those efforts weren’t especially well-organized.

While volunteers ran a number of festivals and events in an effort to bring new life, the all-volunteer staffs ultimately ran out of steam and suffered burnout, Minner says.

In one fortuitous turn, Bucksport received a grant from the Maine Community Foundation for planning and visioning. That award included money for a consultant.

Minner didn’t issue a formal request for proposal. But she solicited three bids.

“We had about \$4,000 to spend, but I didn’t tell people that up front,” she says.

Most proposals came in at a similar price point. In the end, Bucksport paid its consultant \$3,500.

In an unusual move, the consultant didn’t host large public meetings as part of the vision-

ing process. That’s because Minner worried that local residents were suffering from “planning and visioning fatigue” as a result of numerous talks in the years after the paper mill shuttered.

“There have been a lot of meetings, and we didn’t want to add that,” Minner says.

However, the process did include 12 in-depth interviews with local stakeholders. To encourage participants to speak freely, and to avoid personality clashes, Main Street Bucksport anonymized responses. The listening sessions themselves were held over two days and a total eight hours. “It was really time-intensive,” Minner says.

One upshot of the modified visioning process was that downtown leaders realized there was significant misunderstanding about the role of the Main Street organization.

“People actually just did not know what we were doing and what the impact was,” Minner says. “I can’t tell you how many times people said things like, ‘Main Street should partner with the schools.’ And then we would knock our heads on the table, because we’ve been doing major projects with the schools for years.”

Minner says that reflects a “fixable problem.”

“We’re not being loud and clear enough about all the good work we’re doing,” Minner says.

In another turn of good news, downtown’s old paper mill has been demolished. An aquaculture operation will rise on the site.

Contact: Brook Minner, Downtown Bucksport, 207-479-3933. **DIX**

“We’re not being loud and clear enough about all the good work we’re doing.”

Idea Exchange

Trends shaping downtown retail

Wondering what downtown retail will look like in 2020 and beyond? The team at *Stores*, the magazine of the National Retail Federation has published its annual consumer trends predictions for the year ahead. Two trends likely to impact downtowns are:

- **Consumers' appetite for resale and recommerce continues to grow.** Figures from online store ThredUp and retail analytics firm Global Data show the U.S. second-hand apparel market was worth \$24 billion in 2018 and is likely to reach \$41 billion by 2022. By 2028 the used-fashion market could climb in value to \$64 billion in the United States, says *Stores*.

- **Experience is still king.** The concept of experiential retailing is speeding headlong toward a mainstream business practice, says *Stores*. "The newest crop of retail businesses were early adopters. Now, shopping malls are embracing the idea, infusing entertainment options into the mix and beckoning mallgoers with the promise of environments that will transform periodically — not just at the holidays," says *Stores*.



To read the full article, go to DowntownDevelopment.com and click on "Web Extras."

Inclusive planning process

The new Downtown Master Plan for Missoula, MT, reflects feedback and input from over 4,000 people.

Now, as the city looks to redesign and expand the possible uses of its downtown parks, it is turning to a

special group for input: Children.

With templates of the parks as guides, children were asked paste pictures of the amenities they would like to see.

Nathan McLeod, the city's park and trail design coordinator, notes that involving kids can lead to buy-in and creative ideas. As he says, "We really want kids' ideas, because a lot of the users of these parks are children, and kids come up with the most innovative designs anyway."

Two downtowns team up to promote assets

The downtown associations in two historic city centers have joined forces to support each other and grow the region.

The cities of Sault Ste. Marie, Michigan and Sault Ste. Marie, Ontario, Canada, are separated by just six miles and the International Bridge. Organizations on both sides of the border have established a new social media presence — Downtown Sault Ste. Marie Squared — as a way of promoting events and businesses in each city.

The partnership posts about upcoming events and similar businesses, or "twin businesses," in each of the downtowns. The focus is on what makes each business unique. Josh Ingram, from the Ontario based Downtown Association tells SooToday.com, "We'll do posts where we highlight a coffee shop in Ontario and a coffee shop in Michigan, and we'll denote that by a little graphic and a flag, and we'll talk about what's special about their locations, their operating hours."

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Idea Exchange

Across the border in Michigan, downtown development director Justin Knepper says that co-operation makes more sense than competition, "We're just looking at making sure that people on both sides of the river become educated about what's happening in our downtown areas and really embrace shopping local, supporting local — and considering both sides of the river local."



To view a brief interview with Ingram and Knepper on the benefits of co-marketing, go to DowntownDevelopment.com

and click on "Web Extras."

Aging storefronts get facelifts

As part of its ongoing downtown revitalization effort, the City of Stoughton, MA, has launched a storefront and sign improvement program. The work will be funded by an almost \$600,000 grant from U.S. Department of Housing and Urban Development and the Massachusetts CDBG Program.

The grant will provide funding for four full sign and façade projects. These will be funded by deferred payment loans at 0% interest in an amount equal to 75% of the actual cost of eligible improvements. The loans are forgivable after 10 years. The program will also cover 10 sign-only projects.

Program materials include the target area map, design guidelines, and a list of pre-qualified contractors.

Downtowns benefit from micro-trips

As vacations become shorter, downtowns have opportunities to attract more local and micro-cation travelers.

According to the 2019 Vacation Confidence Index, released by travel insurance company, Allianz Global Assistance, 57 percent of Americans did not take a vacation longer than four nights last year.

Additionally, 21 percent of Millennials said their longest trips were three to four nights, while 12 percent said they took trips no longer than one or two nights. Meanwhile, 29 percent said they took at least three micro-cations throughout the year.

The Mesa Verde Country Tourism Office is promoting "Micro Trips" in Southwest Colorado this winter. The Tourism Office notes that local micro travel is on the rise, "Micro travel — short, yet experience-rich vacations — is a trend that's expected to continue through 2020. Mesa Verde Country invites weekend warriors to look to Southwest Colorado for their next mini-getaway."

Mesa Verde Country is drive-distance from Denver, Albuquerque, Salt Lake City, Phoenix, and Las Vegas. Recommended excursions are often nature based, but promote stops at nearby downtowns to rent gear and enjoy farm-to-table restaurants, local wines and beers, and more.

Competitive gingerbread events spark unlikely partnerships

Novice or professional, individual or group, adult or youth, gingerbread house contests and displays appeal to virtually everyone. And viewing and voting can engage visitors of all ages as well.

An exciting take on this classic downtown event, has teams of architects competing against each other while onlookers observe their techniques.

In Houston, the Gingerbread Build-Off is now in its 11th year.

The Build-Off takes place at City Hall's Hermann Square where over 4,000 spectators gather to watch the houses come to life, play in the kids' construction zone, and visit Santa.

Team registration for the 2019 event is open to local architecture firms, design professionals, students, and enthusiasts seeking the coveted Grand Prix de Show for their edible structure.

The American Institute of Architects Houston Chapter hosts the event. Chapters in Chicago, San Antonio, Northwest Florida, and other locations host similar events. **DIX**



Downtown Idea Exchange

Improving physical, social, and economic conditions downtown

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Creative Uses for Downtown
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ACCESS AND MOBILITY

New streetscape calms traffic, improves pedestrian experience

The town square of Athens, AL (est. pop. 25,176), boasts a century-old courthouse, bustling restaurants, and a church. Successful events such as a farmers market and a concert series are staged in the historic downtown.

Incongruously, downtown Athens was also long home to expansive thoroughfares seemingly designed for high-speed suburban traffic, not for a quaint downtown.

"We had very wide streets, and people felt very comfortable driving 50 through downtown," says Tere

Richardson, executive director of Athens Main Street.

Adding to the hustle and bustle, downtown had stoplights. That raised the degree of difficulty for motorists backing out of downtown parking spaces — they were constantly on alert for drivers accelerating through yellow lights.

About six years ago, the city's planning department included a redesign of the downtown streetscape in its master plan.

(Continued on page 3)

ATTRACTION

After disaster, ad campaign helps bring back visitors

Davenport, IA (est. pop. 102,080), suffered devastating flooding in the spring of 2019. After the Mississippi River rose well beyond flood level, a flood wall broke, and downtown was inundated.

The result of the historic flood was disruptive, to state the obvious. Downtown streets were under water for weeks, and typical downtown activity ground to a halt. Tens of millions of dollars of commerce disappeared.

The images didn't look good. Aerial photos from local and national media outlets showed the downtown baseball stadium as an island surrounded by water. Downtown offices and apartments seemed arranged on a grid of canals rather than streets.

Fortunately for Davenport, the water receded, and much of the damage proved superficial. However, downtown leaders say, the city recovered more quickly from the physical

(Continued on page 8)

In tiny towns, entrepreneurs find new uses for empty spaces

In big cities and medium-sized metro areas, downtown leaders take for granted that the city center will be filled with grocery stores, fitness facilities, and pet-adoption centers.

It's a different story in small downtowns, however. Consumers in rural areas might have to drive for hours for basic services.

That reality caught the attention of William Ryan, a community development specialist at the University of Wisconsin — Madison, Division of Extension. While the economic gap between urban and rural America seems to be widening, some remain loyal to small but struggling downtowns.

They're opening businesses and community spaces to cater to their underserved markets. Ryan cataloged examples of new businesses opening in long-abandoned downtown spaces throughout the upper Midwest.

"We're focusing on the word 'repurposing' downtowns," Ryan says.

The results are businesses that might seem ho-hum in thriving urban areas. But in many small downtowns, any spark of life can seem downright dramatic.

For instance, residents of Tigerton, WI (est. pop. 602), were desperate for a local supermarket. Filling the void, two local entrepreneurs opened Cedar Street Market & Discount Foods, a grocery store that focuses on value prices.

The husband-and-wife team of Judi and Roger Hegewald took over a long-empty grocery store downtown. Because the space had been vacant for years, the Hegewalds needed to invest in a new roof, along with new refrigeration and other systems. They financed the upgrades with a bank loan.

Whole Foods it's not — Cedar Street Market trends more toward the Aldi end of the price range. The store markets to value-minded consumers. The inventory includes closeout items, surplus and overstock products, goods nearing or even past their

expiration dates, and cans and boxes with minor damage.

The business model is driven by Tigerton's combination of a small population and modest incomes.

If Tigerton was a food desert before Cedar Street Market, Central City, IA (est. pop. 1,334), was a treadmill desert. That's until the small gym Fit Box took over a former lawyer's office downtown. Owner Stacy Colledge bought the building with the intent of renting out the space as an office and an apartment.

Then she realized Central City needed a gym — residents routinely drove 45 minutes to work out in Cedar Rapids.

In a nod to the size of its market, Fit Box is a small, self-service facility. The gym's website markets the facility as "the best 24 hour fitness option in Central City," an assertion unlikely to bring disagreement in a marketplace with no rival gyms.

In Goodhue, MN (est. pop. 1,175), there's no public library and no Starbucks, so a local couple decided to create something similar. They bought a former bank building that now operates as Third Place.

Third Place is open to community groups for gatherings, and to individual users as a place to study or read. There's a collection of books, and visitors can purchase coffee. The facility can be reserved for school groups, card groups, showers, class reunions, and other activities.

There's no librarian at the front desk. The owners can keep an eye on the place via a security camera.

Other projects spotted by Ryan offer a variety of services. In Neillsville, WI (est. pop. 2,373), a prominent corner on Main Street had been vacant for years after a thrift store moved out. Now it's home to a pet-adoption center.

Instead of looking at vacant space, passers-by see animals on the other side of the window.



DowntownDevelopment.com

To see William Ryan's study on repurposing neglected downtown spaces, go to DowntownDevelopment.com and click "Web Extras."

In Princeton, WI (est. pop. 1,233), a downtown merchant decided to convert an old school bus into a sandwich shop that slings local ingredients and craft beers. The eatery, Horseradish Kitchen, is a hit, drawing curiosity seekers from as far away as Chicago and Milwaukee. After persuading Princeton to loosen rules around outdoor consumption of alcohol, Horseradish Kitchen opened its own beer garden.

A few themes stand out from Ryan's findings. One is the creativity reflected in the

downtown businesses he found. Instead of simply buying national franchises, the downtown entrepreneurs brainstormed ideas that fit their unique communities.

Another obvious strain is the lack of public subsidies. The businesses were funded largely from the entrepreneurs' own savings.

Finally, these entrepreneurs' offerings often were uniquely local.

Contact: William Ryan, University of Wisconsin, 608-263-4994. **DIX**

New streetscape calms traffic, improves pedestrian experience — Continued from page 1

To pay for the \$600,000 project, Athens tapped into Alabama's Transportation Alternatives Program, a grant that requires some matching funds from localities. A significant portion of the city's share of the project came in the form of donations from Athens Main Street, the Rotary Club, and other organizations, Richardson says.

The redesign was completed in the fall of 2019, and the physical changes are obvious. Stop signs replaced stoplights, removing the incentive for motorists to speed through intersections.

In perhaps the most calming change, downtown Athens' 85-foot-wide drags were narrowed significantly. At their narrowest point, at pedestrian crossings with bulb-outs, the streets' width is just 35 feet, Richardson says.

The new crossings comply with the Americans with Disabilities Act, a feature that didn't exist before. By shortening the distance that pedestrians share

with vehicles, the new streets help visitors and workers feel more at ease while walking through downtown, Richardson says.

Bulb-outs are extensions of the sidewalk into the parking lane. According to the Global

To boost safety, New York City lowers some speed limits

After an increase in pedestrian deaths along two main drags, New York City Mayor Bill de Blasio in January lowered the speed limit from 30 mph to 25 mph along Third and Hamilton avenues in Brooklyn.

According to the city's Department of Transportation, there were six pedestrian deaths recorded on Third Avenue in 2019, up from just two fatalities in 2018. The lower limits apply to 2.3 miles of Third Avenue and 1.9 miles of Hamilton Avenue.

The new safety effort includes stricter enforcement targeting trucks and the installation of hundreds of traffic cameras. The city has embraced Vision Zero, a nationwide pedestrian-safety initiative, and says 2019 was the second-safest in New York City's recorded history.

"While we've made tremendous progress over the past six years with Vision Zero, there is still undoubtedly more work to do to make our streets safer," de Blasio said in a statement. "The recent traffic fatalities have made us even more determined to keep Vision Zero moving forward."

Designing Cities Initiative, the features should be installed on thoroughfares with on-street parking as a way to increase visibility, reduce the crossing distance, provide extra waiting space, and allow for seating or landscaping.

The length of a bulb-out should at least be equal to the width of the pedestrian crossing, the Global Designing Cities Initiative says.

The traffic-calming design features are referred to as “pinchpoints” when applied mid-block, “gateways” when installed at the entrance to a low-speed street, and “chicanes” when used to form an S-shaped path of travel to lower vehicle speed.

Project expands despite early grumbling

As with any change to traffic and parking patterns, Athens’ redesign created some grumbling on social media and elsewhere.

“We did have some pushback initially, particularly from people who drive big pickup trucks,” Richardson says.

Those motorists griped that the prominent bulb-outs made it difficult to maneuver their large vehicles.

However, she says, residents and visitors have adapted to the new streetscape — and

Athens is considering expanding the design to adjacent blocks.

“It really makes walking much more pleasant and safer,” Richardson says.

Athens’ project also added historic lamp-posts and green space between the street and sidewalks, providing a buffer separating cars from pedestrians and sidewalk diners. The new landscaping, with shade trees and grass, should cool walkways during Alabama’s sweltering summers.

Richardson says she hasn’t measured the change in speeds of vehicles traveling



downtown. But she says the combination of narrower streets and more traffic-calming features has created a noticeable slowdown in the speed at which vehicles travel through downtown.

“I can see that the traffic has calmed an awful lot,” Richardson says.

The slowdown has come without any changes to posted speed limits, and with no ticket-writing effort from law enforcement, she adds. While many municipalities combine street redesigns with a period of speed traps, those steps haven’t seemed necessary in Athens.

The project was awarded a 2019 Main Street Alabama award in the category of Excellence in Planning and Public Space.

The work in Athens also added electrical boxes at the courthouse to provide power to festivals and events. The new outlets come in handy during farmers markets and Fridays After 5 events, a summertime series that brings in food trucks and live music.

In another upgrade, Limestone County — which owns the historic courthouse — installed a downtown sound system that plays soft rock and cool jazz. The music creates a favorable ambience for people dining outside downtown restaurants, Richardson says.

Contact: Tere Richardson, Athens Main Street, 256-232-9040. **DIX**

“It really makes walking much more pleasant and safer.”

City's approach to homelessness ranges from mental health services to annoying music

A public space in the heart of downtown West Palm Beach, FL (est. pop. 111,389), stands as a centerpiece of the city's redevelopment.

The manicured lawn offers views of the Intracoastal Waterway and glimpses of the mansions of Palm Beach. An indoor pavilion hosts weddings and other events.

The park also attracts homeless people. To discourage them from sleeping near the pavilion, the city in 2019 began repeatedly playing two annoying songs — “Baby Shark” and “Raining Tacos” — overnight. The practice gained national media attention, along with criticism from advocates for the homeless.

“For whatever reason, this particular tactic — and that’s what it is, one of many tactics — has gotten a lot of attention,” West Palm Beach Mayor Keith James told the *New York Times* last year. “How did they choose the song? I don’t know. I understand that it can be a pretty aggravating song.”

James told the paper that he didn’t want the irritating music to overshadow more humane efforts the city is making to address homelessness in its downtown.

“Let’s look at the bigger picture,” James told the *Times*. “West Palm Beach is not alone. This is a very tough issue.”

Two-pronged approach is needed

In his 2020 State of the City speech, James didn’t mention “Baby Shark,” but he did describe what he called his city’s “two-pronged approach” to the problem of homelessness. The mayor asserted that the efforts are working.

The first prong, James said, involves police taking a more assertive approach to stopping aggressive panhandling.

“If you’ve visited downtown recently, hopefully you’ve seen a difference,” James said. “This is so important. The general

public must be able to enjoy our public spaces, too. It’s a quality-of-life issue.”

Indeed, city police routinely are called to deal with problems caused by homeless people, including attacks on downtown workers and visitors. In 2015, a homeless man was arrested after repeatedly punching the top executive of the city’s

“The general public must be able to enjoy our public spaces, too. It’s a quality-of-life issue.”

City not allowed to cite homeless for sleeping on streets

After the U.S. Supreme Court refused to review a lower court’s ruling, Boise, ID (est. pop. 228,807), can’t bring misdemeanor charges against people who sleep on the streets if they have nowhere else to go.

The Supreme Court’s refusal to hear the constitutional issues raised by *Martin v. City of Boise* is the latest development in a long legal saga. In 2018, the Ninth Circuit Court of Appeals ruled that if a homeless person has no place to sleep indoors, a city cannot cite him or her for violating an ordinance that prohibits sleeping outside in a public space.

In an effort to keep homeless people off city property, Boise had adopted a camping ordinance and a disorderly conduct ordinance. The rules make it a misdemeanor to camp or sleep on the streets, sidewalks, parks, or public places. Boise has a significant homeless population and three homeless shelters run by private, nonprofit organizations.

One of the plaintiffs in *Martin v. City of Boise* was sleeping outdoors after exhausting a nonprofit shelter’s 17-day limit for homeless men. He could have stayed at the shelter if he had joined a faith program, but he said its teachings countered his religious beliefs.

The appellate ruling affects the states of Alaska, Washington, Oregon, Montana, Idaho, Nevada, California, Arizona, and Hawaii.

Downtown Development Authority. At the time of the assault, the downtown leader was taking photographs at a bus stop to document the effects of homelessness.

However, James acknowledged that tougher law enforcement addresses only symptoms, not root causes.

"We cannot arrest or incarcerate our way out of problems," James said.

The second part of the approach, James said, involves addressing the root causes of homelessness, including addiction, mental health, and unaffordable housing.

In late 2019, the city began working with a nonprofit organization to offer on-street mental health services, James said. The idea is to take help directly to the people who need

it, in the form of workers who actively pitch services to the homeless.

Another effort is the city's "303 initiative" to provide affordable, stable housing in a region where many new rental units target affluent tenants.

"Our goal is to complete or have under construction a minimum of 300 units with affordable or workforce housing in the next three years," James said.

In his annual address, James stressed the human side of the homeless problem.

"We are talking about people," James said. "Some of these individuals have families. Others suffer from mental illness. How do we help them? We must find real solutions." **DIX**

ATTRACTION

Fresh eyes bring new perspective

Roger Brooks relishes the opportunity to visit a downtown for the first time. By casting a fresh, critical eye on the business district, Brooks, a branding and tourism expert, can find many areas for improvement.

Sometimes he spots a conspicuous lack of benches along downtown pathways and in public spaces. He might recommend sprucing up storefronts, or posting signs directing visitors to parking.

"You can't assess your own town."

The process can prove so revealing that Brooks advises downtown leaders to hire a secret shopper — an outside consultant who comes in and takes a critical look at downtown, scrutinizing everything from the signage to the parking to the retail mix.

Brooks charges \$20,000 to \$40,000 for assessments, depending on the size of the geographic area he's analyzing and the number of days he and his team spend in town.

You don't need to hire Brooks' firm, he acknowledges. Other outside consultants can come in to do a secret-shopper tour of downtown.

However, he offers a caveat: You're not qualified to accurately judge your own downtown. Familiarity with a location makes it impossible for a local to cast a truly objective, flinty-eyed gaze on downtown.

"You can't assess your own town," Brooks says.

Brooks says that rule applies to him. He can't properly assess his hometown because, for instance, he knows the location of secret parking spots and wouldn't notice a lack of signage pointing new visitors to public parking.

As a newcomer, Brooks can see things that have become invisible to others. For instance, on a fact-finding mission to Oskaloosa, IA, Brooks couldn't help noticing that

the roadway welcome sign announced that drug laws are strictly enforced.

That raised all sorts of uncomfortable questions. Was he venturing into a town wracked by gang wars or being battled over by narcotraffickers? In fact, it was just a bit of boilerplate language put there by a well-intended, if misguided, city worker.

"Don't scare us away," he says.

Brooks makes it his business to notice other little details, such as a lack of signs directing visitors to ample parking just around the corner, or store windows cluttered with too many signs and ads.

"It just makes the shop look junky," he says.

If you bring in a secret shopper, make sure it's truly secret Brooks cautions. He has visited downtowns with his camera only to have merchants greet him by saying, "You must be doing the assessment. We cleaned up just for you." Obviously, that sort of advance notice defeats the purpose of doing a hard-nosed assessment.

In the interest of capturing a thorough picture through a diverse set of eyes, Brooks makes sure at least one woman is on his assessment team.

"Women see things differently than men do," Brooks says. "That's just a fact of life."

After spending days in a downtown, Brooks points out areas where there's room for improvement. For instance, one fishing town Brooks visited had posted a sign directing pedestrians to a shop at the end of a commercial dock. Brooks loves that idea, and he suggests going even farther: Install signage and displays along the dock explaining to visitors how the commercial fishing industry works.

Brooks notes there's an art to communicating his findings: He aims to be brutally honest, but also to deliver his feedback politely and respectfully. The idea, he says, is for downtown leaders to feel pumped up, not beaten up.

Contact: Roger Brooks, Destination Development Association, 206-241-4770. **DIX**

ACCESS AND MOBILITY

After rapid expansion, scooter-share companies cut back

In recent years, scooter-share companies went from a hipster hallmark to the bane of downtown leaders.

Now, after the vehicles have become nearly ubiquitous in some downtowns, electric-scooter companies are downsizing. Electric scooter-rental startup Lime cut 14 percent of its workforce as it exited a dozen markets in the U.S. and abroad.

Lime said in January that it would pull out of Atlanta, Phoenix, San Antonio, and San Diego, along with eight other markets across the globe. In a post on the company's

website, Lime co-founder and Chief Executive Officer Brad Bao called the move a "difficult decision."

"While the vast majority of our 120+ markets have adopted micromobility transportation solutions quickly and are profitable, there are select communities throughout the world where micromobility has evolved more slowly," Bao wrote.

Scooter companies soared in popularity with the 2017 launches of Lime and Bird Rides, both of which raised hundreds of millions of dollars as backers bet on a new era

of urban living and a millennial embrace of micromobility. Uber and Lyft have joined the game, too.

The spread of scooter sharing brought downsides. Many downtown leaders have griped about finding the vehicles abandoned in heaps, not to mention the new threat to pedestrians posed by additional vehicles zipping through downtown walkways.

Amid intense competition, profits have proven elusive. Bird Rides and Lyft also cut staff or departed some markets in 2019.

In the post, Bao reported that while most

of Lime's markets are profitable, the company needed to end operations in places where it's losing money.

"We remain hopeful we can reintroduce Lime back into these communities when the time is right," Bao wrote.

Scooters, of course, aren't the only form of microtransit drawing attention. Downtowns throughout North America have seen an explosion of bike sharing, trolleys, and electric-powered shuttle vehicles. While many are thriving, some have struggled for profitability. **DIX**

After disaster, ad campaign helps bring back visitors — Continued from page 1

damage than from the reputational effects of the natural disaster.

"The national media made it look like Davenport got wiped off the map," says Kyle Carter, executive director of the Downtown Davenport Partnership. "Our disaster, while significant, was not remotely as bad as the media portrayed."

To spread that message, the Downtown Davenport Partnership and two local media

companies began an ad campaign that showed downtown as a vibrant place that had mostly recovered from the spring flood.

"Within 45 days of water receding, ads were appearing," Carter says.

One spot was a video ad showcasing Davenport's offerings for families. In that

piece, local resident Alvaro Macias took his wife and daughters to the downtown's farmers market, to an art museum, to a riverfront restaurant, and to a minor-league baseball game.

The spot featured the family riding Davenport's riverfront Ferris wheel.

"It was like taking a little vacation in our own backyard," Macias told the *Quad-City Times* after the ad aired.

Other spots targeted different demographics, including couples and professionals.

The market's major media players — the *Quad-City Times* newspaper and OnMedia Advertising, a division of Mediacom — were critical partners in the project, Carter says. They donated significant amounts of print space and air time to circulate the message that downtown Davenport was recovering from its disaster.

"There are a lot of community partners that, if brought to the table, can really move mountains," Carter says.

A second TV ad featured millennials drinking coffee, eating pizza, and playing skeeball.



The 30-second spots contained no dialogue and ended with the tagline “Go Downtown!”

Newspaper ads spread a similar theme, portraying downtown as a hip, vibrant place.

“The print ads supported the TV ads,” Carter says.

It’s unclear exactly what effect the ads have had on downtown traffic. Measuring results from traditional ad campaigns is notoriously difficult. But Carter says the messaging blitz achieved its overall goal of spreading the news that downtown Davenport is thriving again.

Aside from the flood, which closed some businesses for six weeks, downtown Davenport has performed well in recent years. The city has seen hundreds of millions of dollars in new investment, Carter says.

Even so, it’s the largest city along the Mississippi River without permanent flood control structures. Downtown Davenport illustrates a common challenge for downtowns: Rivers once were a hub of commerce, and these days they’re a tourist attraction, but they can pose a flood hazard too.

Carter acknowledges that there’s still work to do. While most downtown merchants have reopened, a few have not.

“There is still some hangover,” Carter says.

Kelli Grubbs, owner of a downtown gaming venue, concurs with that conclusion. Her business — which hosts e-sports tournaments, family gatherings, birthday parties, and corporate training events — suffered damage that was mostly cosmetic. However, the loss of revenue hit harder.

“We were closed for approximately six weeks, and even after reopening, it has taken a lot of time to rebuild our traffic,” Grubbs says. “We aren’t there yet, but we are committed to the success of our downtown location.”

The Downtown Davenport Partnership is a division of the Quad Cities Chamber of Commerce, which distributed more than \$400,000 in flood-relief grants to 87 businesses on both sides of the river.

Contact: Kyle Carter, Downtown Davenport Partnership, 563-823-2651. **DIX**

“There are a lot of community partners that, if brought to the table, can really move mountains.”



DowntownDevelopment.com

To see video ads featuring Downtown Davenport, go to DowntownDevelopment.com and click “Web Extras.”

ECONOMIC GROWTH

Downtown Owner’s Manual, mentorship program, help new businesses succeed

For many downtowns, attracting and keeping businesses is a daunting task. Downtown merchants often are independent businesses that lack sophisticated support networks and deep reserves of capital.

Some downtown leaders have taken pains to make life easier for business owners. The Wisconsin Economic Development Corp. (WEDC) points out several successful examples of downtowns that are supporting entrepreneurs.

In one simple but powerful tool, Janesville, WI (est. pop. 64,128), created a

Downtown Owner’s Manual that answers a common question: Who’s in charge of that?

The brochure features a graphic showing phone numbers for city departments in charge of such things as broken street lights, torn downtown banners, overflowing trash bins, and fallen tree limbs. It also includes numbers to call about damaged mailboxes and malfunctioning newspaper machines.

The document, created by Downtown Janesville Inc., acknowledges a fact of life for business owners: They must deal with myriad issues, such as negotiating with vendors, com-



DowntownDevelopment.com

To see Janesville's Downtown Owner's Manual, go to DowntownDevelopment.com and click "Web Extras."

plying with employment laws, and satisfying customers.

The Downtown Owner's Manual aims to simplify one part of an entrepreneur's job. It also provides basic information about a loan program for downtown merchants, outlines semi-annual downtown clean-up days, and includes a phone number for the city permitting department.

While Janesville's program targets merchants that already have opened their doors, the Milwaukee suburb of West Allis, WI (est. pop. 60,250), created a program designed to support entrepreneurs before they launch.

West Allis's Starting a Business online guide is a detailed, step-by-step guide intended to prepare aspiring business owners for the various permitting timelines and costs associated with running a business.

Startup costs and processes can vary widely by municipality. The list includes many items — such as sign permits and fire inspections — that are often overlooked by would-be entrepreneurs. Making the information available online is critical, WEDC says,

as more than two-thirds of businesses start their planning processes online.

While every downtown works to attract businesses, no one benefits when a merchant fails. High turnover rates and empty storefronts can make a downtown feel like a less-than-stellar place to do business.

That's why Rhinelander, WI (est. pop. 7,528), pairs potential downtown tenants with relevant professional service providers in the community. They provide limited free advice before the business signs a lease or buys property downtown. These meetings provide an important reality check — the mentors might identify miscalculations in a business's financial outlook or marketing plan before the flaws become fatal.

The Rhinelander Downtown Works startup mentorship program continues after a business opens. Operators can choose to pursue additional services from participating companies at a discount for a period of time, encouraging new businesses to continue to evolve while fostering local business connections. **DIX**

HISTORIC PRESERVATION

Repurposed railroad enhances community

Historic rehabilitation initiatives typically target old buildings. In Greenwood, MS (est. pop. 14,280), a preservation project spruced up an abandoned rail bed.

Main Street Greenwood's Rail Spike Park is a 1.7-mile long trail that turned a symbol of blight into something much more uplifting. The park serves as the southern boundary of downtown Greenwood, and it also connects key points in the community.

The project won an award from Mississippi Main Street, which praised the park's farmers market pavilion and new signs. The Rail Spike project is credited with boosting property values, spurring traffic to businesses,

and creating a multi-million dollar development located directly adjacent to the park.

The project started with the resurveying of the old Columbus and Greenville Railway line. City contractors repurposed the old railroad bed's ballast rocks.

The first part of the project was funded through \$1.4 million in federal funds. The second phase was supported by \$800,000 from the Mississippi Department of Transportation.

The project included planting nearly 200 trees along the old railway. Now home to a paved path, Rail Spike Park attracts cyclists, runners, and walkers. **DIX**

Idea Exchange

Soup stroll highlights downtown restaurants

The Soup Stroll in downtown Schenectady, NY, welcomes crowds downtown to sample soups at over 30 restaurants.

Held on a chilly Saturday in January, the Soup Stroll runs from 11 a.m. to 4 p.m. with restaurants offering everything from Bratwurst Cheddar Ale Soup to Chocolate S'more Soup.

Soups are provided in 3 oz. sample sizes for \$1. Participants who sample 10 or more may vote for their favorite, also known as the "Superstar," by filling out the ballot on the event map and dropping it at one of several downtown ballot boxes.

Restaurant owners were quick to sing the event's praises. Cristal Pagliaro, tells the *Daily Gazette*, "people are not only buying soup, but drinks and other food items,

and stopping in to shops throughout downtown Schenectady."

Keeping kids safe

To help ensure the safety of children attending the Snowdown Light Parade in downtown Durango, CO, the Durango Business Improvement District teamed up with the Durango Police Department and Visit Durango, the city's tourism office, to organize a Child Location/Identification Program.

The program is aimed primarily at helping locate the very smallest event goers who may wander away from caregivers.

Prior to the parade, wristbands were available at the Durango Welcome Center downtown. Parents simply wrote their contact information on the wristbands. Parents were also asked to take a photo of their child in the clothing that would be worn on parade day and to place additional contact information in the child's pocket.

"Parents are encouraged to take these steps to assist police and help ensure children will be found safe and unharmed if families get separated at the parade," said Tim Walsworth, BID executive director. "Snowdown is a fabulous event for our community, and we're continually taking steps to make sure Durango is a wonderful and safe place for families to visit."

The Snowdown Light Parade is one of over 160 events at the five-day Snowdown winter carnival. More than 50 of those events are geared to children and families.



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Love letters from downtown

The San Marcos Main Street Program kicked off its annual Love Letters from Downtown campaign by opening its Valentine mailbox in the city's appropriately named, Kissing Alley.

All letters posted in the mailbox are imprinted with a custom hall-mark that reads, "Sent from Kissing Alley." The decorated mailbox is open for business from late January through February 14.

In addition to posting letters, the city encourages residents and visitors to celebrate Valentine's Day with a loved one downtown.

Electric City wants festive lighting

Enhanced lighting is high on wish lists for downtowners in Schenectady, NY. Also known as Electric City, Schenectady was once the headquarters to Edison Machine Works and General Electric. At a public workshop in the upstate New York city, citizens provided input on how to spend a \$10 million Downtown Reinvestment Initiative investment from the state.

"What I clearly heard was lighting from every single table," consultant Steve Kearney told the *Daily Gazette*.

In addition to lighting a railway bridge and adding canopy lights along a main thoroughfare, citizens discussed options such as developing recreational trails, creating a public square around the city hall, and upgrades to a public plaza.

Increasing outdoor seating

Outdoor seating has been an indicator of vibrancy in the Philadelphia Center City District since sidewalk cafes were first authorized in 1995.

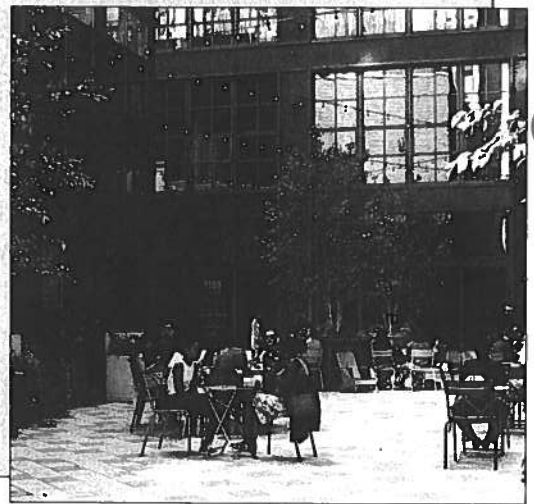
The district says that the benefits of outdoor seating are many, "For restaurants, cafés and retail establishments, outdoor seating is good for business, expanding capacity and serving as an invitation for passersby to see what an establishment offers. For patrons, outdoor seating provides the opportunity to enjoy temperate outdoor weather, to see and be seen along the sidewalk, to meet, eat, drink, or work." The district acknowledges that there are challenges to outdoor seating, particularly on narrow sidewalks, but says that increased activity has, "made for safer sidewalks in the city overall."

The district's 2019 survey counts nearly 7,000 outdoor seats in sidewalk cafés, parks, office plazas, and seasonal pop-up gardens. Since the district began gathering data in 2001, the number of seats has steadily increased. That trend continued in 2019, with locations throughout the district providing a record number of 6,969 seats, a 5 percent increase from 2018.



"Web Extras."

To read the report, *Outdoor Seating 2019*, go to DowntownDevelopment.com and click



"We're looking for initiatives that can be completed or substantially started in a one-to two-year time span," Kearney said.

Students research downtown

The Fort Wayne Downtown Improvement District is a regional destination for employment and

recreation in the heart Fort Wayne, IN. It is also the subject of a travel writing course at Homestead High School, where students were tasked with researching and writing 500 word essays about a single downtown block. The ultimate goal for the project, says instructor Jason Beer, is to partner with the school's photography students to create a book of essays and images. **DIX**