

Mid-Iowa Planning Alliance
Executive Committee

Friday 10am, December 2nd, 2022,
420 Watson Powell Jr. Way Suite 200
Des Moines, IA 50309

[Click here to join the meeting](#)

Meeting ID: 210 393 041 057
Passcode: Tfmik5

TENTATIVE

1. **Call to Order**
2. **VOTE: Approval of Agenda**
3. **Minutes.....Page 2**
4. **REPORT AND VOTE: Invoices.....Page 4**
Report on the invoice from the MPO for reimbursement. Consider approval
5. **Contract Approval: Ogden.....Page 5**
Report on contract for administrative and staffing services with the City of Ogden. Consider Approval.
6. **Other Business**
7. **Adjournment**

MEETING MINUTES

Mid-Iowa Planning Alliance for Community Development Interim Board of Directors

10 a.m. Thursday, August 25, 2022
420 Watson Powell Jr. Way Suite 200
Des Moines, IA 50309

The Board of Directors (the "Board") of the Mid-Iowa Planning Alliance for Community Development ("MIPA") held a hybrid in-person/virtual meeting at 10 a.m. April 5, 2022. Board members were allowed to attend virtually via Zoom because it was determined to be impracticable to require in-person attendance due to the risks related to COVID-19. Notice of the meeting, including a meeting agenda, was delivered to the interim Board members in accordance with MIPA bylaws.

ATTENDANCE

MIPA Board Members Present

Brenda Dryer, Chair
Tanya Michener
Anythony Brown
Jennifer Brown
Gerald Buydos
Charlie Dissell, Secretary
Latifah Faisal
Tanya Michener
Ryan Moffatt
Luke Parris
Margret Liston
Greg Peklapp
Rachel Gocken
Jeff Davidson
Wade Wagoner

Guests Present

Director Greenfield
Marketa Oliver

Staff Present

Todd Ashby
Dylan Mullenix
Zach Young
Gunnar Olson
Andrew Collings
Zhi Chen
Caleb Knutson

MIPA Interim Board Members Absent

Carla Eysink
Clyde Evans, Vice Chair
Glenn Lyons
Mike Swesey

1. Call to Order

MIPA Chair Brenda Dryer called the meeting to order at 10:02 a.m. A quorum was present.

2. Approval of the Agenda

The item was moved by Gocken, seconded by Michener, and the item passed by unanimous vote.

MOTION CARRIED.

3. Presentation: Director Greenfield USDA Rural Development

Director Greenfield presented on USDA Rural Development programs.

4. Report and Vote Invoices

Collings reported on the staffing invoices from the MPO to MIPA.

Clarification questions from Steve Schainker.

The item was moved by Davidson, seconded by Liston, and was approved by unanimous vote.

MOTION CARRIED

5. Report and Optional Vote: Contract with Knoxville

Collings summarized the Knoxville contract with MIPA. Staff recommended approval. The item was moved by Buydos, seconded by Gocken, and was passed by unanimous vote.

MOTION CARRIED.

6. Report: CEDS Update

Knutson gave an update on the CEDS light update. EDA is putting all Iowa CEDS on a five-year rotation.

7. Other Business

None

8. Adjournment

Dryer adjourned the meeting of the Board at 10:56 a.m.

ISSUE: Invoices from MPO

REPORT: Staff will provide an overview of the invoice from MPO.

BACKGROUND:

The Des Moines Area MPO invoiced MIPA for 1st quarter fiscal year 2023 \$10,814.68 for staff hours.

RECOMMENDATION:

Consider vote to approve invoice.

Des Moines Area MPO INVOICE TO MIPA 1st QUARTER FY 2023
From:7/1/2022 To: 9/30/2022

WORK ACTIVITIES

Description	Hours	Average Hourly Rate	Total
Contractual work completed in 1st Quarter of FY 2023	134.50	\$80.41	\$10,814.68
STAFF HOURS/DIRECT COST SUBTOTAL	134.50	\$80	\$10,814.68
INVOICE AMOUNT			\$10,814.68

STAFF CONTACT:

Caleb Knutson
cknutson@midowaplanning.org
515.644.2655

ISSUE: Contract with the City of Ogden

REPORT: Staff counsel will provide an overview of a proposed contract with the City of Ogden for administrative and staffing services from MIPA.

BACKGROUND:

MIPA will conduct a housing needs assessment for the City of Ogden.

RECOMMENDATION:

Staff recommends board action approving the contract with Ogden.

STAFF CONTACT:

Caleb Knutson
cknutson@midowaplanning.org
515.644.2655

**Ogden Housing Needs Study
Memorandum of Agreement**

Statement of Work and Agreement

THIS AGREEMENT, entered into this ____ day of _____ 2022, by and between the Mid Iowa Planning Alliance for Community Development, hereinafter referred to as the “MIPA” and the City of Ogden, hereinafter referred to as “City”, stipulate:

WITNESSETH:

WHEREAS, the MIPA is a leading planning organization in the Des Moines Metropolitan Region and has the capability and the experience of working collaboratively to implement strategies and projects at the regional and local levels; and,

WHEREAS, the City desires to create a report that catalogues housing conditions in the community, housing needs, and identifies strategies to alleviate identified issues;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Parties hereby agree as follows:

The City will pay the MIPA a lump sum amount of \$6,500 to complete the following activities for the housing needs study, hereinafter referred to as the “Project”:

1. **Housing Needs Study**. The MIPA will provide to the City a housing needs study based upon the desires of officials and the public.
 - a. **Basic Services**: The MIPA will:
 - i. Be responsible for the professional quality and technical accuracy of the project as well as coordination with other plans, studies, reports, and other pertinent information.
 - ii. Coordinate services with the City and other entities and organizations as deemed applicable, including stakeholders located outside the City.
 - b. **Content**: The MIPA will create a report of the current conditions of the City’s housing. The MIPA will also identify housing strategies that will help the City with identified deficiencies. Below are the proposed work activities for the MIPA to provide:
 - i. Utilize existing market, census, and other data to identify current housing conditions as well as a comparative analysis with similar communities and the region.
 - ii. Gather qualitative data such as focus groups and survey work to identify local knowledge of the City’s housing that would not be captured in a quantitative analysis.
 - iii. Review the data and identify the City’s needs.

- iv. Identify housing strategies that will help correct housing issues identified in the City.
- c. Deliverables: The following will be provided by the MIPA:
 - i. The MIPA will provide to the City two (2) hard copies and one (1) copy in electronic format of a draft of the housing needs study.
 - ii. The MIPA will present to and work with City working groups and other City officials and Boards as necessary to review and update the draft(s) to suit the City's needs.
 - iii. Based on all information and recommendations received in response to the initial draft(s), the MIPA shall provide the City two (2) hard copies and one (1) copy in electronic format of a revised final version of the completed report.
- d. Meetings: The MIPA shall, at the City's direction, attend official City meetings and present information relating to housing for review, consideration, and approval.
- e. Timeframe: The MIPA shall commence with the project upon the execution of this contract. The following are proposed project milestones, subject to change upon agreement by both parties:
 - i. **September, 2023**: Execute contract, begin data collection, begin working the City for qualitative study.
 - ii. **October, 2023**: Finalize data collection and begin housing needs and strategies analysis.
 - iii. **November, 2023**: Present a draft report to various City stakeholders for review.
 - iv. **Early December, 2023**: Finalize report for the City's adoption.

Consultant Staff

The MIPA will provide key staff people to complete the agreed upon services at the discretion of the MIPAs Executive Director, hereinafter referred to as the "Director". The City shall recognize that all employees are valued members of the MIPA and may contribute to this Project at any given time.

Schedule of Services and Term

The MIPA shall commence Services under this Agreement contingent upon both the MIPA and the City's signatures. Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be from the date the contract is agreed upon until January 31, 2024. The City will make adequate space available at venues convenient to the public for input meetings and hearings without charge to the MIPA.

Compensation

As compensation, the City agrees to reimburse the MIPA in the amount of **US \$6,500** for the Project services. The MIPA may invoice the City at the MIPA's convenience as a percentage of the total, for expenses incurred to date as allowed as charges toward that total amount for Project services, except for the final payment, which will be used to collect the remainder due. The MIPA may also choose to invoice the City when it is convenient for the City as mutually agreed upon by both parties.

Payment for Extra Services

City authorized Services outside of the scope of this agreement shall be paid by the City only upon certification that the claimed Extra Services were authorized in writing in advance by the City and MIPA, that the price and expenses are agreed upon by the City and the MIPA, and that the Extra Services have been satisfactorily completed.

Ownership of Data

After completion of the agreed upon Services or after termination of this Agreement, the MIPA shall deliver to the City a complete set of planning records, including without limitation all documents generated by the MIPA and copies of all documents exchanged with or copied to or from all other planning participants. All records are property of the City, whether or not those records are in the MIPA's possession. All such documents and records shall be deemed Public Records under Iowa Code Chapter 22. The City will be deemed the custodian thereof and the MIPA will cooperate with the City to make timely responses to requests for information.

Termination

If any party should desire to suspend or terminate the services of this Agreement, such suspension or termination may be accomplished by the giving of sixty days written notice to the other party. Payment shall be made to the MIPA for services rendered by the MIPA to the date of termination, plus expenses directly attributable to such termination which could not reasonably have been avoided and for which the MIPA is not otherwise compensated, subject to any off-setting claims for the breach of this Agreement. In the event of litigation to resolve any dispute(s) arising under this Agreement or its performance, the prevailing party will be entitled to recover attorney fees and costs in addition to any remedies available at law or in equity.

Indemnity

To the furthest extent permitted by law, the City shall defend, indemnify, and hold free and harmless the MIPA, its agents, representative, officers, consultants, employees, trustees, and volunteers from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law

or equity, to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting from the performance of the Services of this Agreement unless a Claim is caused by the sole negligence or sole willful misconduct of the indemnified parties.

Representations

Each party represents to the other for the purpose of reliance that such party has duly authorized this Agreement and the signatory below has been duly authorized to sign this Agreement and bind such party.

Des Moines Area MIPA

City of Ogden

Signed: _____

Signed: _____

By: R. Todd Ashby

By: Mark Trueblood

Title: Executive Director

Title: Mayor