



Business of the City Council
Agenda Statement

For the meeting of: **10.20.2022**

Item Title: **Consideration of a Resolution approving a contract with the Mid-Iowa Planning Alliance to administer the Norwalk Rehabilitation Assistance Program**

Contact Person: **Luke Parris, AICP - Community Development Director**

SUMMARY EXPLANATION & HISTORY:

In 2022, the City operated a rehabilitation program to assist qualified residents with needed repairs at owner occupied properties. The program consists of a 5-year forgivable loan for eligible work at a maximum amount of \$15,000. During the 2021 grant period, the City awarded 3 grants utilizing a total of approximately \$36,000.

In fall of 2022, the City applied for a grant from the Central Iowa Housing Trust Fund (CIHTF) to help expand the program. In January, the City was awarded \$45,000 of assistance to pair with the currently budgeted \$50,000 for the program. The City staff also reached out to the staff of the Mid-Iowa Planning Alliance (MIPA) to discuss assistance in running the program.

City staff and the MIPA jointly worked on a contract for services that would give the City assistance from MIPA in running the program and still retain the ability for the City Council to review and approve the Rehabilitation Assistance Program grants. The proposed grant would provide the City with the following services from MIPA:

- Operate the program in accordance with City policy
- Advertise the program
- Suggest application and program modifications, as necessary
- Perform all application income verification
- Perform application and project evaluation
- Make application recommendations to City staff
- Assist homeowners in soliciting bids for projects
- Coordinate project work with the MIPA staff, homeowner, and City staff
- Compile a end of year report on the program with expense details and recommended changes to City policy

FUNDING:

The City will be charged 10% of funds expended for the program. The CIHTF grant and the City funds will be used for the program and to cover the MIPA compensation.

LEGAL REVIEW:

The proposed contract has been reviewed by the City Attorney.

STAFF ANALYSIS & RECOMMENDATION:

Staff recommends approval of the contract.

RESOLUTION NO. _____

Resolution approving a contract with the Mid-Iowa Planning Alliance to administer the Norwalk Rehabilitation Assistance Program

WHEREAS, the City created the Norwalk Rehabilitation Assistance Program (program) to help preserve and improve the community’s housing stock that is affordable to low and moderate income (LMI) households; and

WHEREAS, the City will provide financial assistance, not to exceed, \$15,000 for eligible improvements under the Norwalk Rehabilitation Assistance Program; and

WHEREAS, the City’s financial assistance is in the form of a five-year forgivable loan, as detailed in the Promissory Note & Mortgage; and,

WHEREAS, the City has budgeted \$50,000 of City LMI funds and \$45,000 of Central Iowa Housing Trust Fund grant funds to the pro; and

WHEREAS, the Mid-Iowa Planning Alliance agrees to provide the City of Norwalk administrative services for the operation of the program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, that

Section 1: The City approves and enters into a contract with Mid-Iowa Planning Alliance for the administration of the Norwalk Rehabilitation Assistance Program.

Passed and approved this 16th day of February, 2023

Tom Phillips, Mayor

ATTEST: Lindsey Offenburger, City Clerk

ROLL CALL VOTE:	Aye	Nay	Abstain	Absent
Baker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kuhl	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lester	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Livingston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Riva	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Norwalk Owner-Occupied Repair Memorandum of Agreement

Statement of Work and Agreement

THIS AGREEMENT, entered into this ____ day of _____ 2023, by and between the Mid Iowa Planning Alliance for Community Development, hereinafter referred to as the “MIPA” and the City of Norwalk, hereinafter referred to as “City”, stipulate:

WITNESSETH:

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

WHEREAS, the City desires to implement a owner-occupied repair program to assist low and moderate income homeowners throughout the City;

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

The City will reimburse MIPA 10% of the awarded program funds as invoiced by MIPA, with the entire amount due no later than the conclusion of the program. The funds provided are to complete the following activities for the implementation of an owner-occupied repair program, hereinafter referred to as the “Program”:

- 1 **Implementation of an Owner-Occupied Repair Program.** MIPA will implement an owner-occupied repair program to address the needs of low- and moderate-income residents in Norwalk.
 - a. **Basic Services:** MIPA will:
 - i. Be responsible for the professional quality and technical accuracy of the program as well as coordination with city staff on execution.
 - ii. Operate the OOR Program in accordance with the City’s approved Norwalk Low/Moderate Income Rehabilitation Assistance Pilot Program policy guidelines, attached herein as Exhibit A.
 - iii. Work with the City to Advertise the OOR Program throughout the community.
 - iv. Work with the City to modify application materials as necessary.
 - v. Perform all necessary income verification procedures and intake for program applications.
 - vi. Review applicants and make recommendations to the City for approval based upon priorities set by the City.
 - vii. Work with homeowners to solicit bids for projects. Homeowners may utilize their own contractors who meet program requirements or may utilize MIPA staff for soliciting contractors.

- viii. Coordinate the work to be completed between the homeowner, contractor, and the City.
 - ix. Complete an end of year report that details projects and expenses for the program year and provides recommendations for any adjustments or changes to the Norwalk Low/Moderate Income Rehabilitation Assistance Pilot Program policy.
- b. **Timeframe:** MIPA shall commence with the program upon the execution of this contract. The following are proposed milestones, subject to change upon agreement by both parties:
- i. **January 2023 – December 2023:** Implement an OOR Program for the City as previously described for Calendar Year 2023.

Consultant Staff

MIPA will provide key staff people, as determined by MIPA, to complete the agreed upon services at the discretion of MIPAs Executive Director, hereinafter referred to as the “Director”.

Schedule of Services and Term

MIPA shall commence Services under this Agreement contingent upon both 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 December 31, 2023.

Compensation

As compensation, the City agrees to compensate MIPA in the amount of 10% of the awarded program funds, estimated to be **US \$10,000** for the Program services. However, the actual amount of funds will depend on the amount of program funds during the program timeframe. MIPA may invoice the City at MIPA’s convenience as a percentage of the total, for expenses incurred to date as allowed as charges toward that total amount for Program services, except for the final payment, which will be used to collect the remainder due. 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 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, MIPA shall deliver to the City a complete set of planning records, including without limitation all documents generated by 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 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 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 MIPA for services rendered by MIPA to the date of termination, plus expenses directly attributable to such termination which could not reasonably have been avoided and for which 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 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 Norwalk

Signed: _____

Signed: _____

By: R. Todd Ashby

By: Tom Phillips

Title: Executive Director

Title: Mayor