



Professional Services Agreement
MSA Project Number: R08884006

This AGREEMENT (Agreement) is made today 05.23.2022 by and between CITY OF OELWEIN (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Oelwein Comprehensive Plan

The scope of the work authorized is: See Attached

The lump sum fee for the work is: \$47,900

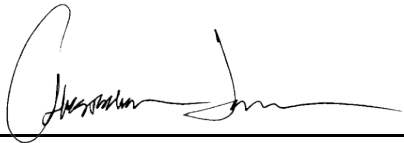
All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.


CITY OF OELWEIN

MSA PROFESSIONAL SERVICES, INC.

Brett DeVore
Mayor of Oelwein
Date: May 23, 2022


Christopher Janson, AICP
Team Leader
Date: May 17, 2022

20 2nd Ave SW
Oelwein, Iowa 50662
Phone: 319-283-5440


Jason Miller, PE
Vice President
Date: May 17, 2022

1555 SE Delaware Ave., Suite F
Ankeny, Iowa 50021
Phone: 515-635-3401

COMPREHENSIVE PLAN APPROACH

The comprehensive planning process is composed of three primary elements, each of which encompasses several actions to help achieve the final plan. The three elements are:

- 1. COMMUNITY ENGAGEMENT**
- 2. EXISTING CONDITIONS ANALYSIS**
- 3. PLAN DEVELOPMENT**

The components of these elements are detailed below.

1. COMMUNITY ENGAGEMENT

A transparent public participation process is the foundation to a successful plan and development regulations update. We will approach this work with diligence, creativity, open-mindedness, and respect for the input of all participants. We believe that our role as your consultant is to work hard, introduce fresh ideas, listen carefully and deliver a plan that accurately represents the consensus of City officials, staff, employers, business owners, property owners and residents.

We understand the importance of a genuine, multi-faceted approach to engage stakeholders in this important planning process. We will facilitate a thorough, inclusive, and effective community engagement process that will both improve the plan and build support for adoption and implementation. An effective community engagement strategy will help residents envision and understand a good balance of physical, social, economic, and aesthetic values.

1.1: Project Team Formation

Before actual work begins, a Project Initiation Meeting will be held to set the foundation for the planning program and to review and discuss the overall direction and policy issues facing Oelwein's long-term growth and development plans. Potential participants in the project initiation meeting would include members of City staff and other key stakeholders. The purpose of this meeting will be to: (a) review overall project objectives; (b) refine the work program for the project; (c) review and establish the roles and responsibilities for all parties involved throughout the process; and (d) establish a schedule for the project. The participants in the Project Initiation Meeting will continue working throughout the planning process as the project team.

1.2: Consultant City Tour

Around the same time as the Project Initiation Meeting, key members of the consultant team will tour Oelwein to review key planning issues.

1.3: Project Team Meetings

After the initial meeting, we recommend planning for brief monthly check-in meetings to ensure the consultant team and City are on the same page. These meetings will be conducted online or by conference call depending on need, schedules, tasks and content.

1.4: Steering Committee Meetings

MSA will attend five meetings with the Steering Committee during the course of creating Oelwein's new Comprehensive Plan. The Steering Committee will be the primary review

body throughout the planning process. Meeting presentation materials will be emailed prior to the meetings and posted on the project website for public access. The City may decide to ask the Planning and Zoning Commission, or City Council serve as the Steering Committee for plan development, which would work as well.

1.5: Custom Plan Website

We will develop a customized project website focused on facilitating online interaction and providing updates regarding the Oelwein Comprehensive Plan. The project website will be used to post the overall project schedule, share draft materials, and solicit comments throughout the planning process. This aspect of the community engagement strategy is important for transparency, and for sharing information with stakeholders who are unable to attend meetings.

1.6: Crowdsourcing Mapping

Our project website will feature a scalable ArcGIS Online map of Oelwein and the surrounding region that can be used by the public to identify opportunities or areas of concern related to future land use. Users can contribute to the community map using a computer or mobile device, adding descriptions and photos to further explain their thoughts. Crowdsourcing mapping is a great visual way to get citizens involved with the planning process and address their concerns and opportunities for the new comprehensive plan.

1.7: Online Community Survey

MSA will lead, with assistance from City staff and the Steering Committee, the development of an online community survey. Paper copies will also be available for those who would prefer to complete a printed survey. We will summarize the results of all surveys for the planning process and incorporate trends into the vision, goals and strategies of the new comprehensive plan for Oelwein.

1.8: Branding and Promotion

MSA will utilize flyers, public notices and social media postings to make stakeholders aware of the process and direct them to the project website for more information. Examples include designing meeting flyers, providing the text for published notices of public meetings, and working with the City's existing social media accounts to notify stakeholders about upcoming planning activities. MSA will also provide notices that can be used by the City for direct mailings to all residents.

1.9: Stakeholder Interviews and Focus Groups

Our team proposes to facilitate online interviews with stakeholders and focus groups near the beginning of the planning process. We are primarily interested in speaking with City staff, community leaders, members of organizations, business leaders and other stakeholders or small groups from across the City – especially stakeholders and groups with growth interests. MSA will consult with City Staff and the Steering Committee to identify interviewees and focus groups.

The objective of the interviews will be to gain a better understanding of the growth plans and preferences of the City's officials, departments, institutions, organizations and businesses. We always gain valuable insight into future growth through these interviews, information we can't get through a survey, in a public setting, or from static data.

1.10: Pop-up Meeting

An exciting method of public engagement that reaches people not likely to attend traditional meetings is for our team to facilitate a Pop-Up Meeting during a planning process to solicit public input at a planned community event. We have found that many individuals and families who may be too busy to attend a traditional evening meeting have a great opportunity to participate in the planning process by providing input by visiting with us at a Pop-Up Meeting. We will set up a booth at a community event and people can stop by the booth at their convenience. They can browse draft materials and we will engage them in the process at any level they feel comfortable without taking up an evening of their time. We have planned for one Pop-up Meeting as part of this process at an event chosen by the City.

1.11: Public Meetings

We propose two public meetings as part of the process of updating the Oelwein Comprehensive Plan. The first meeting will be a Community Input Workshop. At this workshop we will provide background on the planning process and existing comprehensive plan. We then discuss and explore the City's expectations for the new comprehensive plan. The second public meeting will be an Open House near the end of the planning process. At the Open House we'll present the draft comprehensive plan. Participants will have an opportunity to walk through the proposed changes and provide feedback for further review by the Steering Committee.

2. EXISTING CONDITIONS ANALYSIS + CITY PROFILE

Planning for the future of a community begins by understanding the present characteristics, culture and conditions. We work with various sources of data and existing plans to develop a deep understanding of the community and region. This analysis acts as a starting line from which the planning process can take off.

2.1: City Profile

Understanding resident demographics, economic trends and geographic information is vital to producing a plan that serves the City. We will utilize current data, as well as long-term trends to illustrate the past and present of Oelwein which will help cultivate a resilient future.

2.2: Zoning Regulation Analysis

As we develop the City profile, we will concurrently dissect the existing City Zoning Regulations. Potential Zoning Regulation updates will be at the forefront of plan development, so that adjustments may be recommended that will help Oelwein achieve the goals established within the new comprehensive plan.

2.3: Plan Coordination

Oelwein is a crucial component to Fayette County, the region, and the State of Iowa. We will review each of the existing local and regional plans to ensure that the goals and recommended actions for Oelwein harmonize with other local and regional plans.

3. COMPREHENSIVE PLAN DEVELOPMENT

The comprehensive plan document will serve as a blueprint for the future development of Oelwein. The elements of the plan will be focused on addressing relevant planning topics and issues mentioned in the RFP including:

- Examines and incorporates Iowa's Smart Planning Elements.
- Addresses economic development goals, strategies with special attention to reinvestment in Oelwein's growing downtown.
- Discusses demographic information and trends, including projections to 2040.
- Examines and provides guidance on community character - including Identity, marketing and community aesthetics.
- Examines infrastructure, mobility and existing use to help guide the development of a new future land use plan that focuses on guidance for the management of sound, realistic, and sustainable infill and growth.
- Provides guidance on plan implementation for the City government and opportunities for increased collaboration with intergovernmental agencies for plan implementation.
- Provides guidance on improving quality of life in Oelwein by analyzing housing, health and environmental, social and economic sustainability efforts and future actions.

3.1: Comprehensive Plan Draft

The plan and process will adhere to Iowa Smart Planning principles. We propose the following outline for the plan:

Element 1: Introduction, Community History and Plan Overview

Element 2: Engagement and Process

Element 3: City Profile

Element 4: Community Elements - Goals and Development Principles

- Community Vision
- Community Character
- Community Facilities
- Housing
- Transportation
- Parks and Recreation
- Economic Development
- Agricultural and Natural Resources
- Resiliency
- Intergovernmental Collaboration

Element 5: Downtown Oelwein

- Existing Resources
- Reinvestment and Growth Opportunities
- Downtown Reinvestment Concept
- Design Guidelines for Buildings and Sites

Element 6: Land Use and Growth Management

- Existing Land Use
- Goals and Strategies
- Future land Use and Classifications
- Design Recommendations

Element 7: Implementation & Strategic Plan

- Guiding Daily Decisions
- Guiding Annual Decisions
- Summary of Suggested Zoning -Amendments to Support Plan Implementation
- Strategic Plan for Implementation*

**Element 7 of the plan will include and Strategic Plan for Implementation that translates the process, vision, goals and development principles into specific action steps for the community. The completed plan will serve as a guidebook for the community for the next five years and beyond.*

3.2: Official Zoning Ordinance Review

As the draft comprehensive plan is in review, we will assess the zoning regulation updates identified in task 2.2 to determine the most beneficial means of coordinating the comprehensive plan and the zoning regulation update.

3.3 Final Comprehensive Plan

The final comprehensive plan will be reviewed by the Planning and Zoning Commission and City Council. The plan and all maps created will be provided to the City after adoption.

LEVEL OF EFFORT AND DEGREE OF DETAIL

Our Planning and Design Studio's success completing similar projects shows that we will effectively manage our resources, formulate innovative yet practical solutions, and maintain consistent communication throughout the project. We understand that the City's comprehensive plan presents unique challenges; we will collaborate with necessary stakeholders to ensure that the resulting updates suits Oelwein's needs.

We propose a process and have outlined a document format, which is included in this proposal, to serve as a basis for collaborating with Oelwein to develop a plan that will meet the City's expectations outlined in the Request for Proposal. We will lead the development of these updates for Oelwein, with the goal of crafting an updated comprehensive plan and facilitating a roughly 10-month planning process that:

- Executes a diverse level of participation that engages the community, identifies critical issues, and utilizes traditional and innovative methods, including customized engagement activities.
- Analyzes demographic, economic, and physical conditions.
- Examines community land use and promotes reinvestment.
- Results in an all-encompassing plan that examines potential opportunities and challenges, then makes recommendations for action that will improve quality of life in Oelwein by addressing land use, housing, downtown, sustainability, community

character, health, mobility, parks, recreation, infrastructure, economic development, and intergovernmental collaboration.

- Coordinates with the community to develop a strategic plan for immediate and long-term success, recommending an annual, City-wide review process that allows the community to adapt to changing conditions while implementing the plan.

We are committed to making these projects a success. The proposed level of effort and degree of detail outlined in this proposal will achieve Oelwein's desired outcomes.

CITY-REQUIRED ASSISTANCE

We anticipate requesting the following assistance from Oelwein's staff:

- Steering Committee selection if the Planning and Zoning Commission or City Council will not be the lead reviewer during the process of developing the new Comprehensive Plan
- Assistance with meeting coordination and scheduling
- Assistance identifying and securing contact information for Stakeholder/Focus Group Interviews
- Assistance reviewing consultant produced documents and exhibits
- PDF copies of previous plans for review
- GIS data including current land use designation and current zoning
- Assistance with the distribution of flyers, publish/post Public Notices and post consultant generated content to City's social media accounts
- Occasional legal consultation/ input from the City Attorney

NOTES:

- MSA has no known relationships or conflicts of interest with property owners or business owners in the City of Oelwein.
- Final versions of unique GIS data developed in support of this project will be delivered to the City as ArcGIS geodatabases.
- MSA will provide PDF copies of all draft materials as needed throughout the planning process.
- MSA will provide the final documents in PDF format and in Adobe InDesign format.
- Lump sum fee includes all expected reimbursable expenses.
- Lump sum fee includes preparation of meeting materials, including any maps, boards, or handouts.
- All draft materials will be distributed electronically.
- Attendance at any requested meetings beyond those outlined in the above scope and following tentative schedule will require a contract amendment.
- MSA cannot guarantee a specific number of meeting attendees or survey responses will be generated during the process and strives for quality in feedback over quantity.
- MSA will complete draft documents as directed by the City of Oelwein in accordance with the schedule proposed in this scope; any changes to proposed scope will require a contract amendment.

FEE FOR SERVICES

MSA will provide the City of Oelwein with the above scoped Comprehensive Plan creation and process for the lump sum fee of \$47,900.

TENTATIVE SCHEDULE

Month(s)	Tasks and Meetings
Month 1	<ul style="list-style-type: none"> • Kickoff Community Engagement and Existing Conditions Analysis • Project Team Meeting • Steering Committee Meeting #1
Month 2	<ul style="list-style-type: none"> • Project Team Meeting • Open Project Website • Community Survey + Crowdsourc Map • Community Input Workshop
Month 3	<ul style="list-style-type: none"> • Project Team Meeting • Stakeholder and Focus Group Interviews • Steering Committee Meeting #2 – Review Feedback and Goals Discussion
Month 4	<ul style="list-style-type: none"> • Project Team Meeting • Complete Draft City Profile, Goals, and Strategies
Month 5	<ul style="list-style-type: none"> • Project Team Meeting • Steering Committee Meeting #3 - Discuss Future Land Use and Downtown Reinvestment Concept
Month 6	<ul style="list-style-type: none"> • Project Team Meeting • Complete Draft Future Land Use Map and Downtown Reinvestment Concept • Complete Draft Strategic Plan
Month 7	<ul style="list-style-type: none"> • Project Team Meeting • Steering Committee Meeting #4 - Review Draft Strategic Plan
Month 8	<ul style="list-style-type: none"> • Project Team Meeting • Complete Full Draft Plan • Open House
Month 9	<ul style="list-style-type: none"> • Project Team Meeting • Steering Committee Meeting #5 - Final Review
Month 10	<ul style="list-style-type: none"> • Planning and Zoning Commission Review • City Council Adoption
Final	<ul style="list-style-type: none"> • Insert Adoption Resolution into Plan • Deliver Final Plan Document and GIS Data

MSA PROFESSIONAL SERVICES, INC. (MSA) – GENERAL TERMS AND CONDITIONS OF SERVICES

1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.
2. MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
3. Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
4. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.
5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
6. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

8. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.
9. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.
10. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.
11. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses,

and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

12. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.
13. This agreement shall be construed and interpreted in accordance with the laws of the State of Iowa.
14. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Iowa for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Polk County, Iowa, or any county in which MSA has an office.
15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.