

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: City Council
Date of Meeting: **October 8, 2018**
Time of Meeting: 5:30 p.m.
Place of Meeting: **City Hall Council Chambers**

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for said meeting is as follows:

1. Roll Call
2. Approval of Agenda
3. Pledge of Allegiance
4. **COUNCIL MEMORANDUM**: **Resolution** authorizing the Mayor and City Clerk to enter into a Contract with the University of Iowa, on behalf of the Office of the State Archaeologist, for a Reconnaissance Architectural/Historical Survey for District Analysis of the Commercial Area on Second Street in Webster City, Hamilton County, Iowa. **Contract**
5. **CLOSED SESSION** - Meet in closed session to evaluate the professional competency of an individual(s) whose appointment, hiring performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session as provided by Chapter 21.5 i of the Code of Iowa.
6. **RETURN TO OPEN SESSION**

and any other matters that may come before the Council.

7. Adjourn

This notice is given at the direction of the City Council pursuant to Chapter 21 Code of Iowa and the local rules of the City of Webster City, Iowa.

Signature: Karyl K. Bonjour
Title: City Clerk
CITY OF WEBSTER CITY



MEMO

TO: Mayor and City Council; & City Manager
FROM: Community Vitality Department
DATE: 10/03/18
RE Contract – University of Iowa UI-OAS

SUMMARY: Resolution to enter into contractual agreement with the University of Iowa on behalf of the Office of the State Archaeologist (UI-OAS) to prepare a reconnaissance-level historical and architectural survey of the Second Street commercial area in Webster City, IA to identify whether one or more historic districts may be present in the area. The project also calls for documenting and evaluating the eligibility of 713 Second Street and up to 20 other buildings in the survey area for listing in the National Register of Historic Places.

PREVIOUS COUNCIL ACTION: N/A

BACKGROUND/DISCUSSION: In order to carry out the City's plans for the façade restoration of the property at 713 2nd St (aka Elks Club) using CDBG funds, the City must first have the surrounding district and the building assessed for eligibility for the National Register of Historic Places. City staff completed an RFP and selected the UI-OAS office for this service.

FINANCIAL IMPLICATIONS: District Survey: \$4,850
Iowa Site Inventory Form for 713 2nd St.: \$550
Price per additional requested ISIF: \$480 (none planned at this time)

RECOMMENDATION: The Council approve a resolution to enter into contract with UI-OAS

ALTERNATIVES: None

CITY MANAGER COMMENTS: I concur with Lindsay's recommendation to have the City Council approve this resolution to enter into this contract.

RESOLUTION NO. 2018 -

**AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A
CONTRACT WITH THE UNIVERSITY OF IOWA,
ON BEHALF OF THE OFFICE OF THE STATE ARCHAEOLOGIST,
FOR A RECONNAISSANCE ARCHITECTURAL/HISTORICAL SURVEY FOR
DISTRICT ANALYSIS OF THE COMMERCIAL AREA ON SECOND STREET
IN WEBSTER CITY, HAMILTON COUNTY, IOWA**

WHEREAS, the City of Webster City has a project for the facade restoration of the property at 712 Second Street using CDBG (Community Development Block Grant) funds, and it is a requirement that a Reconnaissance Architectural/Historical Survey of the surrounding district and the building be completed prior to release of CDBG funds; and,

WHEREAS, it is now desired to enter into a contract with the University of Iowa, on behalf of the Office of the State Archaeologist, to perform a Reconnaissance Architectural/Historical Survey for District Analysis of the Commercial Area on Second Street in Webster City, Hamilton County, Iowa; and,

WHEREAS, the terms and conditions are outlined in the Contract; and,

WHEREAS, said Contract is now ready to be approved by the City Council.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa, that the Contract for Reconnaissance Architectural/Historical Survey for District Analysis of the Commercial Area on Second Street in Webster City, Hamilton County, Iowa between the University of Iowa, on behalf of the Office of the State Archaeologist, and the City of Webster City, Iowa is hereby approved upon execution by both parties.

Passed and adopted this 8th day of October, 2018.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

**Contract for
Reconnaissance Architectural/Historical Survey for District Analysis of the
Commercial Area on Second Street in Webster City, Hamilton County, Iowa**

It is hereby agreed by the City of Webster City (hereinafter called City) and the University of Iowa, on behalf of the Office of the State Archaeologist (hereinafter called the UI-OAS) that the City hereby retains UI-OAS to prepare a reconnaissance-level historical and architectural survey of the Second Street commercial area in Webster City, Iowa, to identify whether one or more historic districts may be present in the area. The project also calls for documenting and evaluating the eligibility of 713 Second Street and up to 20 other buildings in the survey area for listing in the National Register of Historic Places (NRHP):

A. **PERSONNEL:**

UI-OAS shall acquire personnel necessary to perform the services listed in Section B.

B. **SERVICES:**

The proposed project has three components. First is a reconnaissance-level historical and architectural survey of the Second Street commercial area in Webster City, which extends along Second Street for approximately three blocks between Prospect Street on the west and Seneca Street on the east. The second component is a full historical and architectural evaluation of the property at 713 Second Street on both the exterior and interior, including an evaluation of its NRHP eligibility. The third component is the completion of Iowa Site Inventory forms for up to 20 properties in the survey area that will be identified at a later date to participate in a federally funded facade revitalization program.

In 2003, the Second Street commercial area was surveyed at the reconnaissance level, and its NRHP eligibility evaluated, by Robert C. Vogel & Associates of New Brighton, Minnesota, as part of a historical and architectural survey for a proposed cellular communications tower. Vogel & Associates evaluated the Second Street commercial area as not eligible for listing in the NRHP because it “lacks the concentration of individually distinctive high-style commercial buildings that characterize the National Register districts in other, similar cities in Iowa,” and because it does not meet the requirements of a “distinctive and distinguishable entity whose components may lack individual distinction” because it lacks critical elements of integrity due to the changes made to the facades of the majority of the buildings (Robert C. Vogel, Iowa Site Inventory Form for State Inventory No. 40-00384, Downtown Business District in Webster City [2003], pp. 11–12; copy on file, State Historic Preservation Office, State Historical Society of Iowa, Des Moines). The Iowa State Historic Preservation Office (SHPO) did not concur with this evaluation, and recommended more research to determine whether or not a commercial historic district exists along Second Street.

The present reconnaissance survey will update the 2003 survey report to take into consideration the reasons for the SHPO’s non-concurrence with the 2003 consultant’s findings. It will also take into consideration changes made to the buildings in the survey area during the past 15 years, and the fact that buildings whose facades attained their present appearance between 1954 and 1969 may now be eligible for NRHP listing. The years 1954 and 1969 represent the 50-year minimum age requirements in 2003 and 2018, respectively, for properties to be eligible for listing in the NRHP without having to meet Criteria

Consideration G for modern properties. (In both cases the cut-off years used are actually 49 years before the date of the survey, since in both cases the work resulting from the survey was likely to extend into the following year.)

The project will include revising and supplementing the 2003 survey as needed to address the concerns of the SHPO, including additional research as needed. This research will be undertaken in the State Historical Society of Iowa library in Iowa City; the Kendall Young Library and other locations of historical information in Webster City; and online sources, including Webster City newspapers available through Advantage Preservation's Community History Archives of Hamilton County, Iowa.

The project will also involve on-site inspection of the properties in the survey area to document their current appearance and integrity through notes and photographs. Several of these buildings have been documented previously, including 713 Second Street. A supplemental Iowa Site Inventory Form will be prepared for these properties, as needed.

C. **DELIVERABLES:**

The final project deliverables will include the three components identified above, with the number of individual site forms and the specific addresses of properties recorded in those site forms to be determined at a later date after the project is awarded. As described in the Request for Proposal, the deliverables will include one copy of the survey report and Iowa Site Inventory forms in electronic format, one original paper format, and one paper copy to the City.

D. **COMPLETION/SUBMITTAL DATE FOR SURVEY:**

The survey will be completed within two months of the date of the signed contract between the City of Webster City and the University of Iowa.

Deliverable due date: December 3rd, 2018

E. **COST OF SERVICES:**

The total cost of the project includes the following:

Reconnaissance Survey Price:	\$4,850 Fixed
Iowa Site Inventory Form (ISIF) for 713 2nd Street:	\$550 Fixed
Price per Requested ISIF:	\$480 per ISIF

UI-OAS's cost includes all labor, fringe, overhead, travel, and reporting costs associated with completing the necessary fieldwork and report. UI-OAS's cost assumes the City will arrange access and let UI-OAS know when UI-OAS personnel can enter the project area. UI-OAS will contact the City immediately if UI-OAS encounters NRHP-eligible resources to facilitate consultation with IEDA.

UI internal accounting completion date is 30 days after deliverable date.

F. **TERMINATION:**

The City and UI-OAS shall have the right to terminate this contract for either cause or convenience. Termination notices shall be in writing and shall be delivered by certified letter. In the event that either party hereto shall commit any material breach for default in any of the terms or conditions of this contract and also shall fail to remedy such default or breach within ninety (90) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in

addition to any other remedies which it may have at law or in equity terminate the contract. The termination date shall not be less than 60 days from the receipt of the certified letter. Upon cancellation, the City will be responsible for only those costs incurred by UI-OAS to the date of termination.

G. ACCESS AND MAINTENANCE OF RECORDS:

UI-OAS shall provide access and maintenance of records, for a period of five years, beginning with the date of submission of the final expenditure report or until audit findings have been resolved.

Upon written advanced notice, at any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

G. CIVIL RIGHTS

UI-OAS will comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). *The purpose of section 3 of the Housing and Urban Development Act 12 U.S.C. 1701u State recipients business concerns of 1968 () (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are of government assistance for housing, and to which provide economic opportunities to low- and very low-income persons.*

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- Federal Executive Order 11246, as amended by Executive Order 11375.
Provides that no one be discriminated in employment.
 - Federal Executive Order 11063, as amended by Executive Order 12259.

H. LOBBYING RESTRICTION:

UI-OAS will comply with the federal restriction against using CDBG funds in lobbying, and by completing the required form if lobbying should be required.

UI-OAS hereby certifies, that to the best of UI-OAS' knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
3. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to

file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

I. LEAD-SAFE HOUSING REGULATIONS (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

J. NOTICE OF AWARING AGENCY REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

K. ALL CONTRACTS IN EXCESS OF \$10,000

In addition to the preceding provisions, all contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

"During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

In addition, per 2 CFR 200.322, recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

“The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.”

For the City:

Date Signed: _____

Mayor: _____

Attest: _____

For University of Iowa

Date Signed: 10-2-18

Authorized Signatory: *Wynaly B.*

Attest: *Paula D. Jones*