## ST. LOUIS COUNTY HOUSING AND REDEVELOPMENT AUTHORITY

## AGENDA

## November 28, 2023 9:45 a.m.

- 1. Call to Order
- 2. Approve Minutes of September 12, 2023 Meeting
- 3. Minnesota Housing Finance Agency: Minnesota City Participation Program (23-04)
- 4. Vermilion Housing Corporation Housing Assessment (23-05)
- 5. City of Cook Housing Study (23-06)

Adjourn:

## ST. LOUIS COUNTY HOUSING AND REDEVELOPMENT AUTHORITY (HRA) PROCEEDINGS

Tuesday, September 12, 2023

The St. Louis County Housing and Redevelopment Authority (HRA) meeting was called to order at 10:24 a.m., at the St. Louis County Courthouse, Duluth, Minnesota, with the following members present: Commissioners Annie Harala, Patrick Boyle, Ashley Grimm, Paul McDonald, Keith Musolf, Mike Jugovich and Chair Keith Nelson - 7 Absent: None - 0.

Commissioner Jugovich, supported by Commissioner Musolf, moved to approve the minutes from the May 23, 2023, HRA meeting. The motion passed; seven yeas, zero nays.

Commissioner Nelson, supported by Commissioner McDonald, moved that the St. Louis County Housing and Redevelopment Authority (HRA) Board certifies the 2024 HRA property tax levy in the amount of \$237,035; that the HRA Board approves the 2024 HRA budget in the amount of \$437,035. This includes \$237,035 funded from the property tax levy and \$200,000 funded from the existing HRA fund balance. And further, that the HRA Board requests that the St. Louis County Board of Commissioners certify the 2024 HRA property tax levy in the amount of \$237,035. Interim HRA Executive Director Brian Fritsinger commented that the levy increase is 2.93 % compared to 2023. The motion passed; seven yeas, zero nays. HRA Resolution No. 23-03.

## HRA RESOLUTION No. 23-03

WHEREAS, The Commissioners of the St. Louis County Housing and Redevelopment Authority (HRA) have reviewed the proposed HRA 2024 property tax levy and budget.

THEREFORE, BE IT RESOLVED, That the HRA Board certifies the 2024 HRA property tax levy in the amount of \$237,035.

RESOLVED FURTHER, That the HRA Board approves the 2024 HRA budget in the amount of \$437,035. This includes \$237,035 funded from the property tax levy and \$200,000 funded from the existing HRA fund balance.

RESOLVED FURTHER, That the HRA Board requests that the St. Louis County Board of Commissioners certify the 2024 HRA property tax levy in the amount of \$237,035.

Unanimously adopted September 12, 2023.

At 10:28 a.m., September 12, 2023, Commissioner Harala, supported by Commissioner McDonald, moved to adjourn the meeting. The motion passed; seven yeas, zero nays.

Keith Nelson, Chair of the St. Louis County HRA

Phil Chapman, Deputy Auditor/Clerk of the St. Louis County HRA

## St. Louis County Housing Redevelopment Authority Board of Commissioners **Request for HRA Board Action 23 – 04**

From:	Brian Fritsinger, Deputy Administrator/ Interim HRA Executive Director	Date:	November 28, 2023
Reviewed by:	Kevin Z. Gray, County Administrator	Attack	ments: $\boxtimes$ yes $\square$ no

## ITEM: Minnesota Housing Finance Agency: Minnesota City Participation Program

## **Background/Overview:**

The St. Louis County Housing and Redevelopment Authority (HRA) was created in 1988 in accordance with Minnesota Statutes and has the same powers as a municipal HRA. Its primary operational territory includes all of St. Louis County except where municipal HRAs are established. The HRA may also operate in communities with a municipal HRA through invitation by the local jurisdiction. There are 11 other HRAs in St. Louis County: Aurora, Biwabik, Chisholm, Cook, Duluth, Ely, Eveleth, Gilbert, Hibbing, Mountain Iron, and Virginia.

The County's Economic and Community Development Department provides staffing to the HRA and coordinates HRA projects and activities. The HRA objectives include maintaining and expanding affordable housing opportunities, strengthening communities through redevelopment and revitalization activities, and maximizing financial resources.

The Minnesota Housing Finance Agency (Minnesota Housing) has issued a request for applicants to participate in the Minnesota City Participation Program (MCPP). The program uses the Tax-Exempt Bond Housing Pool Allocation authorized by the Office of Minnesota Management and Budget enabling cities and counties to provide first-time homebuyer loans in their communities. Under the MCPP, Minnesota Housing sells bonds on behalf of local governments to assist them in meeting local housing goals.

The benefits of participating in the MCPP are as follows:

- Lower interest rate and closing costs.
- No administrative fees charged to participating communities.

The bond proceeds supply funding for home mortgage loans available to low- and moderateincome, first-time home buyers. The program is administered entirely by Minnesota Housing. St. Louis County citizens access funding from approved mortgage originators throughout the county.

St. Louis County has historically been one of the higher volume users of MCPP funding in the state. Since 2004, mortgage originators throughout the county have accessed greater than \$126 million to assist 1,137 families. During 2023, originators processed 106 loans and accessed over \$15 million in mortgage funding. The County's 2023 allocation was \$3.5 million, meaning local loan originators accessed unused funding from other areas of the state to achieve a usage rate of 427 percent. There are no penalties or fees associated with over usage of MCPP funding. However, participants must use at least 50% of their allocation by the end of the program year in order to participate in the following year.

Table 1 (attached) provides a history of St. Louis County's MCPP allocations and program usage since 2004. Additionally, Table 2 (attached) provides a statewide comparison of the MCPP fund allocation and usage for the year 2023.

## **Policy Objectives:**

For St. Louis County residents to be eligible for Minnesota Housing Finance Agency's Minnesota City Participation Program, the HRA must submit an application for the upcoming fiscal year.

## Fiscal/Budget Impacts/Funding Source/FTE Considerations:

There is no cost to the County to participate in this program.

## **Recommendation:**

It is recommended that the HRA Board authorize the submission of an application to participate in the Minnesota Housing – MCPP for 2024.

## Minnesota Housing Finance Agency: Minnesota City Participation Program

BY COMMISSIONER

WHEREAS, The Minnesota Housing Finance Agency (Minnesota Housing) has issued a request for applicants to participate in the Minnesota City Participation Program (MCPP); and

WHEREAS, The St. Louis County Housing and Redevelopment Authority (HRA) is an eligible applicant, and HRA participation in the MCPP is consistent with the mission and vision of the HRA; and

WHEREAS, Minnesota Housing's acceptance of the HRA application will provide affordable mortgage financing to first-time home buyers throughout St. Louis County.

THEREFORE, BE IT RESOLVED, The HRA Board approves applying to Minnesota Housing for the 2024 MCPP and authorizes the Interim Executive Director to submit the application.

RESOLVED FURTHER, That upon acceptance of the application by the Minnesota Housing Finance Agency, the HRA Board authorizes the Interim Executive Director and a representative of the County Attorney to execute all the necessary documents related thereto.

## Table 1 Minnesota Housing Finance Agency Minnesota City Participation Program Allocations

	В	ond Issuance		Allocation	Con	nmitment Fee	Pro	cessing Fee	Actual	Percent	Number	Average
					(r	refundable)	(nor	n-refundable)	Usage	Usage	of Loans	Loan
2004 Duluth	\$	46,509,000	\$	1,245,441	\$	12,454.41	\$	260	\$ 1,977,470	159%	18	\$ 109,859
2005 SLC	\$	41,850,000	\$	3,575,018	\$	35,750.18	\$	760	\$ 4,190,885	117%	43	\$ 97,462
2006 SLC	\$	92,121,560	\$	2,864,468	\$	28,644.68	\$	580	\$ 8,877,023	310%	95	\$ 93,442
2007 SLC	\$	45,042,380	\$	2,651,719	\$	26,517.19	\$	520	\$ 3,489,716	132%	30	\$ 116,324
2008 SLC	\$	45,308,360	\$	3,099,913	\$	30,999.13	\$	620	\$ 3,010,809	97%	33	\$ 91,237
2009 SLC	Pro	gram suspended	- ina	ability to issue	mort	gage revenue b	onds					
2010 SLC	\$	48,606,760	\$	2,971,287		n/a		n/a	\$ 2,158,223	73%	22	\$ 98,101
2011 SLC	\$	51,674,520	\$	3,099,522		n/a		n/a	\$ 529,519	17%	6	\$ 88,253
2012 SLC	\$	52,073,490	\$	3,251,580		n/a		n/a	\$ 3,221,411	99%	32	\$ 100,669
2013 SLC	\$	52,407,321	\$	3,257,550		n/a		n/a	\$ 5,424,112	167%	52	\$ 104,310
2014 SLC	\$	55,588,572	\$	3,427,708		n/a		n/a	\$ 5,198,023	152%	53	\$ 98,076
2015 SLC	\$	55,965,866	\$	3,429,118		n/a		n/a	\$ 6,363,121	186%	62	\$ 102,631
2016 SLC	\$	56,298,352	\$	3,496,783		n/a		n/a	\$ 5,343,447	153%	52	\$ 102,759
2017 SLC	\$	56,609,709	\$	3,147,222		n/a		n/a	\$ 5,509,727	175%	53	\$ 103,957
2018 SLC	\$	60,050,215	\$	3,417,934		n/a		n/a	\$ 8,157,706	239%	78	\$ 104,586
2019 SLC	\$	60,422,570	\$	3,251,967		n/a		n/a	\$ 8,171,869	251%	73	\$ 111,943
2020 SLC	\$	52,892,965	\$	2,788,101		n/a		n/a	\$ 13,402,678	481%	110	\$ 121,843
2021 SLC	\$	55,585,685	\$	2,885,398		n/a		n/a	\$ 14,257,112	494%	117	\$ 121,856
2022 SLC	\$	64,385,194	\$	3,324,635		n/a		n/a	\$ 14,097,853	424%	102	\$ 138,214
2023 SLC	\$	70,358,924	\$	3,543,010		n/a		n/a	\$ 15,119,347	427%	106	\$ 142,635
Total	\$	1,063,751,443	\$	58,728,374					\$ 128,500,051		1137	

2023 MCPP Usage Report 1.16.2023 - 11.30.2023							
		Allocation	<b>Committed</b>				
Applicant Name		<u>Amount</u>	<u>Loans</u>	Committed Amount	<u>*Usage Test</u>	<u>% of Usage</u>	
Alexandria	\$	262,123	6	\$ 1,184,962	MET	452%	
Anoka	\$	6,546,608	201		MET	791%	
Becker	\$	630,004	11	\$ 1,786,096	MET	284%	
Blue Earth - City of	\$	100,000	1	\$ 72,250	MET	72%	
Blue Earth - County of	\$	1,235,777	15	\$ 2,937,981	MET	238%	
Bluff Country HRA	\$	717,973	18	\$ 2,516,004	MET	350%	
Breckenridge	\$	100,000	3	\$ 455,130	MET	455%	
Carver	\$	1,943,009	19	\$ 4,529,752	MET	233%	
Chippewa	\$	223,009	4	\$ 682,133	MET	306%	
Chisago	\$	1,022,278	32	\$ 8,231,370	MET	805%	
Clay	\$	1,168,971	26	\$ 4,608,766	MET	394%	
Cloquet	\$	226,882	10	\$ 1,843,372	MET	812%	
Crow Wing	\$	1,211,349	29	\$ 4,922,501	MET	406%	
Fergus Falls & Perham HRAs	\$	314,369	3	\$ 406,473	MET	129%	
Freeborn County (Albert Lea administrates)	\$	546,853	21	\$ 2,650,422	MET	485%	
Grant	\$	109,774	5	\$ 677,801	MET	617%	
Headwaters Reginal Dev. Commission	\$	1,536,603	22	\$ 3,597,254	MET	234%	
Hennepin	\$	15,261,625	320		MET	516%	
Isanti	\$	747,255	37	\$ 8,746,859	MET	1171%	
Kandiyohi	\$	781,711	28	\$ 4,506,642	MET	577%	
McLeod	\$	659,464	20	\$ 3,780,931	MET	573%	
Mower	\$	720,097	60	\$ 8,760,898	MET	1217%	
New Prague	\$	146,692	2	\$ 470,140	MET	320%	
New Ulm	\$	251,060	2	\$ 275,145	MET	110%	
North Mankato	\$	258,036	1	\$ 162,400	MET	63%	
NW MN Multi-Co. HRA	\$	1,487,426	13		MET	141%	
Oakdale	\$	502,030	16		MET	828%	
Olmsted	\$	2,929,850	79	\$ 16,599,201	MET	567%	
Osakis	\$	100,000	0	\$-	NOT MET	0%	
Otter Tail	\$	759,710	6	\$ 875,814	MET	115%	
Owatanna/Steele County	\$	670,188	26	\$ 4,819,006	MET	719%	
Pine County HRA	\$	479,636	21	\$ 3,942,303	MET	822%	
Ramsey	\$	4,303,683	104	· · · ·	MET	572%	
Red Wing	\$	295,990	4	\$ 987,041	MET	333%	
Rice	\$	1,194,880	22	\$ 4,545,050	MET	380%	
Sandstone	\$	100,000	1	\$ 80,625	MET	81%	
Sartell	\$	348,343	5	\$ 1,150,478	MET	330%	
Scott	\$	2,649,794	42	\$ 11,079,455	MET	418%	
SE MN Multi-Co. HRA	\$	1,364,822	35	\$ 7,087,546	MET	519%	
Sherburne	\$	1,652,675	35		MET	542%	
St Cloud	\$	1,226,677	87		MET	1248%	
St James	\$	100,000		\$ 302,576	MET	303%	
St Joseph	\$	127,600		\$ -	NOT MET	0%	
St Louis	\$	3,543,010	106		MET	<b>427%</b>	
Stevens County HRA	\$	166,927		\$ -	NOT MET	0%	
SW Regional Dev. Commission	\$	2,086,400	34		MET	215%	
Swift	\$	177,937	34	\$ 4,402,294 \$ 301,800	MET	170%	
Washington	φ \$	4,330,110	55		MET	325%	
Winona - City of	э \$	4,330,110	23		MET	803%	
Wright	э \$	2,586,396	74		MET	748%	
Totals	\$	70,358,923	1689	\$ 361,838,152		514%	

 Table 2

 2023 MCPP Usage Report 1.16.2023 - 11.30.2023

\*Participants must use at least 50% of their allocation by the end of the program year in order to participate next year.

## St. Louis County Housing Redevelopment Authority Board of Commissioners Request for HRA Board Action 23 – 05

From:	Brian Fritsinger, Deputy Administrator/	Date: November 28, 2023
	Interim HRA Executive Director	
Reviewed by:	Kevin Z. Gray, County Administrator	Attachments: $\square$ yes $\square$ no

## ITEM: Vermilion Housing Corporation – Housing Assessment

## **Background/Overview:**

The Vermilion Housing Corporation is a non-profit organization that owns and operates 50 affordable family housing units located in Tower and Soudan. There are three (3) buildings, consisting of a total of 38-units, located in Tower which were constructed in 1976 and 1980. The 12-unit building located in Soudan was built in 1983.

Vermilion Housing Corporation contracts with the United States Department of Agriculture (USDA) Rural Development to receive rental subsidies to allow affordable rent based on the resident's income. Funding to maintain and modernize the affordable units is difficult to budget for due to low revenue generated, increased operating costs, and high vacancy rates. Currently, USDA funding to rehabilitate the units is not available because their funding is based on vacancy rates for the project. Vermilion Housing Corporation has also struggled over the past several years filling empty units due to building deterioration and the age of the units. The current vacancy rate is 22%. USDA has agreed to allow two one-bedroom units to be converted into storage. This will lower the vacancy rate and allow for increased funding to be used for some of the work.

To determine what needs to be done to the buildings, Vermilion Housing Corporation would like to hire WiDSETH to complete an architectural and engineering assessment to determine specific issues and corrective actions needed to improve the livability and viability of the interior and exterior of the buildings. The assessment will be used to prioritize the items and to apply for funding to complete them.

The Vermilion Housing Corporation is requesting a \$7,500 grant to fund the assessment from the St. Louis County Housing and Redevelopment Authority (HRA).

## **Policy Objectives:**

To administer and fund a needs assessment under Minn. Stat. §469.012, Subd. 1t.

## Fiscal/Budget Impacts/Funding Source/FTE Considerations:

The current balance of the HRA is \$618,779.61. If awarded, the balance would be \$611,279.61.

## **Recommendation:**

It is recommended that the HRA Board award a one-time grant of \$7,500 to assist in the completion of the Vermilion Housing Corporation's needs assessment by WiDSETH and authorizes appropriate HRA and County officials to execute the funding agreement and documents related thereto.

## Vermilion Housing Corporation – Housing Assessment

BY COMMISSIONER

WHEREAS, The Vermilion Housing Corporation has requested \$7,500 from the St. Louis County Housing and Redevelopment Authority (HRA) for a housing assessment; and

WHEREAS, The HRA desires to fund the project pursuant to Minn. Stat. §469.012, Subd. 1t; and

WHEREAS, The HRA has available funding for such projects.

THEREFORE, BE IT RESOLVED, The HRA determines that the funding request from the Vermilion Housing Corporation will improve affordable housing and authorizes the Interim Executive Director and County Attorney to negotiate a \$7,500 grant funding agreement.

RESOLVED FURTHER, That the appropriate HRA officials and a representative of the County Attorney are authorized to execute the grant funding agreement on behalf of the St. Louis County HRA, along with all the necessary documents related thereto.

RESOLVED FURTHER, That funds as needed be transferred from the HRA fund balance and be paid from HRA Fund 250, Agency 251001, or its appropriate fund.



# St. Louis County, Minnesota Housing and Redevelopment Authority Project Funding Application

Form
2001
Rev. 11-18-2021

**About:** The St. Louis County Housing and Redevelopment Authority (HRA) was created in 1988 in accordance with Minnesota Statutes and has the same powers as a municipal HRA. Its primary operational territory includes communities in St. Louis County that do not have a municipal HRA. The St. Louis County HRA may also operate in communities with a municipal HRA through invitation by the local HRA. Its objectives include:

- Maintaining and expanding affordable housing opportunities
- Strengthening communities through redevelopment and revitalization activity
- Maximizing impact of available financial resources

APPLICANT INFORMATION							
Organization/Applicant Name Vermilion Housing Corporation							
Type of Organization Government Non-profit		Daytime # 218 753 6111		Date 10/24/2023			
Address PO Box 609		City <b>Tower</b>	State MN	ZIP 55790			
Email tomsich@frontiernet.net	<u> </u>						
Contact Person If applicable Tim Tomsich	Contact Person # 218 780 5310						
Federal Id Number 23-7448653	DUNS Number						
PROJECT INFORMATION							
Project Title Vermilion Housing Assessment Study							
Site Address If applicable 101, 103 & 105 Cedar Street		City <b>Tower</b>					
PROJECT TYPE							
🛛 Housing 🗌 Community Facility 🗌 Public Infrastructure 🗌 Economic Development 🗌 Public Service							
PROJECT ACTIVITY							
Acquisition Clearance Infrastructure Historic Preservation Rehabilitation Public Services							
Economic Development Accessibility Improvements Oth	her						

FUNDING REQUEST	
Amount of (\$) of HRA Request	7500.00
Amount of (\$) of Community or Agency Resources	
Amount (\$) from Other Sources	
Total Project Cost (\$)	\$7,500.00

## **APPLICATION NARRATIVE**

### Please describe the problem or need and how it was identified.

Rehabilitation of rental units and grounds for three buildings of 38 units in Tower and one building of 12 units in Soudan is needed due to deteriorating conditions. Two buildings in Tower were constructed in 1976, the third building in 1980 and the Soudan building in 1983. The buildings and aprtments are showing their age of nearly 50 years. Funding of such major renovations has not materialized due to high vacancy rates, low revenue and increasing operating costs. Many of the maintenance items has been to repair rather than replace due to the shortfall of revenue. Current vacancy rate is 28% or 14 of the 50 units are empty.

Items in need repair have been listed in the architect's proposal and specific issues and corrective actions will be identified in the assessment.

## What are you proposing to do to address the problem or need?

Vermilion Housing Corporation will seek funding from various agnecies and programs created for the benefit of providing adequated affordable housing for tenants. An early step of this endevour is to have an assessment of the buildings and apartments to identify and prioritize the work to be done to meet our goal of providing affordable rental housing units. This assessment will then be the basis for seeking funding opportunities to maintain and improve affordable housing. It is expected that the apartments will be filled by new tenants thuse lowering the vacancy rate and provide ongoing revenue for future maintenance needs.

### How will HRA funds be used and what is the timeframe for the project or program?

HRA funds will be used to fund the study proposal submitted by Widseth from Hibbing, MN. A walk through has already been conducted and they are ready to proceed upon Vermilion Housing Corporation's approval

What is the status of uncommitted funding to the project?

No funds have been committed to the project and the full amount of the study is requested since Vermlion Housing Corporation would have to borrow the money from our depleted maintenance fund.

## What is the status of the organization's open HRA awards? (Not applicable to first time applicants)

N/A

## **BUDGET WORKSHEET**

## **Estimated Source and Use of Funds**

Use of Funds	Source of Funds						
	HRA Request	Total Community or Agency Resources	Other Fund Source	Other Fund Source	Other Fund Source		
Expected Start and End date	Begin 05/01/2022	Begin 11/15/2023	Begin	Begin	Begin		
of Funding	End 10/31/2023	End 01/15/2023	End	End	End		
		Committed 🛛	Considering	Considering	Considering		
Status of Funding			Applied for $\Box$	Applied for $\Box$	Applied for $\Box$		
		Not Committed	Committed	Committed	Committed		
Itemize Activity/Use of Funds I		-					
HRA application from St. Louis County	\$7,500.00					\$7,500.00	
						\$ 0.00	
						\$ 0.00	
						\$ 0.00	
						\$ 0.00	
						\$ 0.00	
						\$ 0.00	
TOTAL	\$7,500.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$7,500.00	

ORGANIZATIONAL STRUCTURE					
Please list members of the project team and describe their roles.					
Member Name	Role				
James Hill	President				
Carol Norberg	Vice President				
Amber Zak	Secretary				
Julie Johnson	Director				
Tim Tomsich	Treasurer				
John Mroszak	John Mroszak Manager				
ATTACHMENTS					
Required attachments for <u>ALL</u> applicants.					
1. A resolution by the governing body authorizing the a	applicants to apply for and receive funds.				
2. Other relevant information.					
AGREEMENT					
Authorized Applicant Name:	Title	Date:			
Tim Tomsich	Treasurer	10/24/2023			
Please type your name or print and sign.					

The application and accompanying documents may be email to: <u>communitydevelopmentinfo@stlouiscountymn.gov</u>

September 20, 2023

Tim Tomsich Vermilion Housing Corporation

**Professional Services Proposal** Tower Vermilion Housing Study

Tim,

Thank you for the opportunity to submit the following architecture and engineering services proposal for the design study of the Tower Vermilion Housing campus. We are excited to continue assisting you in developing this space.

## **Project Understanding**

Widseth understands that there are three existing apartment buildings located in the Vermilion Housing campus in Tower, MN that are in need of both interior and exterior upgrades. The Vermilion Housing Corporation is seeking a projected construction budget for all upgrades as well as a predesign package indicating the degree of remodeling requested for each building. The future design and construction of these upgrades are anticipated to be phased based on priority and availability of funding. Additional design services from Widseth beyond this scope of work will need to be performed under a separate proposal.

The attached memo outlines the existing conditions and needs of each building and the campus as a whole.

## **Proposed Scope of Work**

Widseth proposes to provide the following design services:

- <u>Predesign Services</u>
  - o Development of graphic predesign floor plan package.
  - Development of projected construction budgets for the following:
    - Overall campus improvements
    - Site improvements
    - Building envelope improvements
    - Apartment improvements (per-apartment basis, depending on grade of remodel)

## **Proposed Fee**

Widseth proposes to complete the Scope of Services described above on an estimated fee of \$7,500.00 (seven thousand five hundred dollars and zero cents). The fee as presented includes all expenses identified as reimbursable, except for plan review fees or printing/distribution of documents for bidding.

## **Billing Method**

(X) Hourly() Percentage() Lump Sum() Other

**Billing Schedule** 

(X) Monthly( ) Phased( ) Upon Completion

We are ready to begin this project immediately following the notice to proceed. If you accept our proposal, please sign below and return to our office.

# **WIDSETH**

## Hibbing

704 East Howard Street Hibbing MN 55746

> 218.263.6868 Widseth.com

## Submitted:

## Approved:

## WIDSETH SMITH NOLTING & ASSOC INC.

orto

David Jordan, Vice President

9/20/23 (date)

Tim Tomsich

(date)



MINUTES	
Meeting Date:	September 12, 2023
Attendees:	Tim Tomsich, David Jordan, Kara Sharp, Dillon Vespa, Peter Seeba
Organizer:	David Jordan
Cc:	
Location:	Vermilion Housing Campus
Project Name:	Vermilion Housing Study
Project No.:	
Subject:	Initial Site Walkthrough

## Hibbing

704 East Howard Street Hibbing, Minnesota 55746

> 218.263.6868 Hibbing@Widseth.com Widseth.com

## **Agenda Topics:**

The Widseth and Vermilion Housing representatives listed above met onsite to review existing conditions and needs of the three buildings and exterior site for the Vermilion Housing campus. The 40 existing apartments will be evaluated for a full or partial (0%, 50%, 100%) remodel. Some units are rented on a low-income basis. The following items were discussed:

## All Buildings

- Include security cameras and electronic entry system (keypad or card) in vestibules within budget.
- Hallways should receive new paint, flooring, light fixtures, fire alarms, devices, and ventilation.
- Several units (potentially first floor units) in each building are to receive upgraded improvements:
  - o Dishwasher
  - Higher-end finishes
  - Exterior door and concrete patio
  - PTAC unit for ventilation and A/C
- Laundry room should receive upgraded finishes.
- Include price to convert two apartment units from two bedroom into three bedroom.
- No natural gas; all apartments provided with electrical heating.
- Provide smoke alarms and strobes within all apartments. CO2 detection is not required.
- The service and individual apartment panels may be in need of replacement. Some units have fuses instead of breakers.
- (2) electric furnaces for heating, cooling, and ventilation per building. Include (1) outdoor condensing unit per furnace.

## **Building Envelope**

- Ice damming, water infiltration at roof, and pooling around perimeter has been an issue.
- Siding and windows are in need of replacement.
- Exterior walls and attic are likely inadequately insulated. The Owner is open to adding exterior insulation and extending beneath grade to improve thermal efficiency.
- Buildings are inadequately vented.
  - Soffit vents (intake) should be increased.
  - Cupolas were discussed an possible option to increase exhaust ventilation.
- Metal roofing was discussed as an alternative to asphalt shingles.
- Buildings A & B were reroofed in 2010 due to weather damage.

## Building 'A' (Constructed 1976)

- Consists of both two- and one-bedroom units.
- Standing water has been a recurring issue in the mechanical room during springtime.

## Error! Reference source not found.

REF Date \h September 12, 2023 Page 2 of 2

- (4) 80-gallon heat pump water heaters per building to serve units (1 WH per 3 units). (2) additional 40-gallon water heaters for laundry.

## Building 'B' (Constructed 1976)

- Identical floor plan to building 'A'.
- (4) 80-gallon heat pump water heaters per building to serve units (1 WH per 3 units). (2) additional 40-gallon water heaters for laundry.

## Building 'C' (Constructed 1980)

- Consists of one-bedroom units (one accessible).
- Some units received recent interior upgrades including flooring and wall base, countertops, cabinet doors, and light fixtures.
- Five windows were replaced within the last few years. The rest are in need of replacement.
- Community room is in need of upgraded finishes.
  - PTAC unit for ventilation and A/C
- Exterior screen porch may be in need of removal or replacement.
- (1) 40-gallon electric water heater per unit. (1) 40 gallon electric water heater for laundry.

## Site Improvements

- Construction of new lawn equipment shed and two new garbage enclosures.
- Regrading of site directly adjacent to building perimeter to improve drainage.
- Replace sections of concrete sidewalk, steps, and handrails to improve safety and accessibility.
- Charging stations are not frequently used.

# WIDSETH

\$12 Each

\$22 Each

## 2023 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geograp	her/Project Manager
Level I	\$130 / Hou
Level II	\$155 / Hou
Level III	\$180 / Hou
Level IV	\$188 / Hou
	\$200 / Hou
Technician	
Level I	\$ 87 / Hou
Level II	\$110 / Hou
Level III	\$130 / Hou
Level IV	\$145 / Hou
Level V	\$160 / Hou
Computer Systems Specialist	\$175 / Hou
Senior Funding Specialist	\$135 / Hou
Marketing Specialist	\$120 / Hou
Funding Specialist	\$105 / Hou
Administrative Assistant	\$ 82 / Hou
OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) subject to IRS Guidelines	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	
Querran Querra de QDQ (Querra de la Creation de Creations)	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$35 / Day \$75 / Hour
	\$75 / Hour
Survey-Grade GPS (Global Positioning System) Mapping GPS (Global Positioning System) Lath & Hubs	
Mapping GPS (Global Positioning System) Lath & Hubs	\$75 / Hour \$150 / Day \$150 / Day
Mapping GPS (Global Positioning System) Lath & Hubs Soil Drilling Rig	\$75 / Hour \$150 / Day \$150 / Day \$35 / Hour
Mapping GPS (Global Positioning System) Lath & Hubs Soil Drilling Rig Groundwater Sampling Equipment	\$75 / Hour \$150 / Day \$150 / Day \$35 / Hour \$125 / Day
Mapping GPS (Global Positioning System)	\$75 / Hour \$150 / Day \$150 / Day \$35 / Hour \$125 / Day
Mapping GPS (Global Positioning System) Lath & Hubs Soil Drilling Rig Groundwater Sampling Equipment Subcontractors	\$75 / Hour \$150 / Day \$150 / Day \$35 / Hour \$125 / Day
Mapping GPS (Global Positioning System) Lath & Hubs Soil Drilling Rig Groundwater Sampling Equipment Subcontractors REPRODUCTION COSTS Black & White Copies: 8-1/2" x 11"	\$75 / Hour \$150 / Day \$150 / Day \$35 / Hour \$125 / Day Cost plus 10% \$0.10 Each
Mapping GPS (Global Positioning System) Lath & Hubs Soil Drilling Rig Groundwater Sampling Equipment Subcontractors REPRODUCTION COSTS Black & White Copies: 8-1/2" x 11" Black & White Copies: 11" x 17"	\$75 / Hour \$150 / Day \$150 / Day \$35 / Hour \$125 / Day Cost plus 10% \$0.10 Each \$0.50 Each
Mapping GPS (Global Positioning System) Lath & Hubs Soil Drilling Rig Groundwater Sampling Equipment Subcontractors REPRODUCTION COSTS Black & White Copies: 8-1/2" x 11" Black & White Copies: 11" x 17" Black & White Copies: 24" x 36"	\$75 / Hour \$150 / Day \$150 / Day \$35 / Hour \$125 / Day Cost plus 10% \$0.10 Each \$0.50 Each \$3 Each
Mapping GPS (Global Positioning System) Lath & Hubs Soil Drilling Rig Groundwater Sampling Equipment Subcontractors REPRODUCTION COSTS Black & White Copies: 8-1/2" x 11" Black & White Copies: 11" x 17" Black & White Copies: 24" x 36" Color Copies: 8-1/2" x 11"	\$75 / Hour \$150 / Day \$150 / Day \$35 / Hour \$125 / Day Cost plus 10% \$0.10 Each \$0.50 Each \$3 Each \$2 Each
Mapping GPS (Global Positioning System) Lath & Hubs Soil Drilling Rig Groundwater Sampling Equipment Subcontractors REPRODUCTION COSTS Black & White Copies: 8-1/2" x 11" Black & White Copies: 11" x 17" Black & White Copies: 24" x 36"	\$75 / Hour \$150 / Day \$150 / Day \$35 / Hour \$125 / Day Cost plus 109 \$0.10 Each \$0.50 Each \$3 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

Color Copies: 24" x 36"

Color Plots: 42" x 48"

# General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term 'this Agreement" refers to (1) the WIOSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

#### ARTICLE 1 PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderty and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

#### ARTICLE 2 SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIOSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

#### **ARTICLE 3. COMPENSATION TO WIDSETH**

- A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourty Rate basis as designated in the Letter Agreement and as hereinafter described.
  - A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
  - 2. A Percentage of Construction or an Hourty Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourty Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourty billing rate established for each employee. Hour1y billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
  - In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
    - (a) Travel and subsistence.
    - (b) Specialized computer services or programs.
    - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
    - (d) Identifiable reproduction and reprographic costs.
    - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
  - 4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

 The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the dale of invoice, in which case, only the disputed



item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1% per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entil/ed to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connecHon with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the lime for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

#### **ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION**

Either Party has the right to terminate this Agreement upon seven days written notice. h addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIOSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligaHon of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

#### ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioraUon of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

#### ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warrantees, express or implied, are made by WIDSETH.

#### **ARTICLE 7. CLIENT'S RESPONSIBILITIES**

- A. To permit WIDSETH Dperform lhe services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense DWIDSETH:
  - Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
  - Designate in writing, a person Dact as CLIENT's representative with respect to the services to be rendered under this Agreement. such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
  - 3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitalion, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment, appropriate professional intelp/8tations of at of the foregoing; environmental assessment and i"1)act statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
  - Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
  - 5. Act as liaison with other agencies or Involved parties to carry out necessary coordination and nego!!ations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
  - Examine all reports, sketches, drawngs, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deell16 necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIOSETH.
  - Give prompt written notice to WIOSETH whenever CLIENT observes or otherwise becomes aware of any development that alfects the scope of timing ofWIOSETH's services or !!illy defect in the work of Construction Contractor(s), Consultants or WIDSETH.
  - 8. Initiate action, where appropriate, lo identify and inveslIgate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, stale or local statute, ordinance, code, nie, or regulation now existing or he/elnafter enactsd or amended. For purposes of this Agreement, 'pollution' and "pollutanr shatt mean any solid, llquld, gaseous or thermel initant or contaminant, inctuding smoke, vapor, soot. alkalis, chemicals and hazardous or toxic waste. H82aldous or loxic waste means any substance, wasle pollutant or contaminant now or hereafter Included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Wasle further includes materials to ♦ recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptiy notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt lo identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, !realer, storer, transporfsr or disposer of asbestos or pollution which may be encountered by WIOSETH on the Project It is further unders1Dod and agreed that services WIDSETH will undertake for CLIENT may be uniMUrable obligations involving the p18118nce or polential presence of asbestis or pollution. Theftifore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the perfonnance of services under this Agtaement or (2) to the ex!Bnt of insurance coverage a v all ♦ for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's allicers, subcontractor(s), employees and agents from and against any and all cfalms, lawsuils, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the ()fr898nce, discharge, release, or escape of asbes1Ds or pol-tution. This inderMIfication is intended to apply only to existing cond1tions and not to conditions caused or created by WIDSETH. This indemnification shan survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with **regard** lo Jegal issues pertaining to the Project including any that may be raised by Contractor(&), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the money!! paid under the construction contract, and IIUCh lilspectk,n services as CLIENT may require to ascertain that Contractor(&) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

- Provide 'record' drawings and specillcations for all existing physical features, structures, equipment utilities, or faci
   éties which are pertinent to the Project, to the extent available.
- Provide other services, materials, or data as may be set forth in the Leiter Agreement or any Exhibits attached hereto.
- B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH findll that any information furnished by the CLIENT is in error or is inadequate for L4 purpose, WIDSETH shaft endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions the! may arise as a result of erroneous or Incomplete information provided by CLIENT.

#### **ARTICLE & OPIHIONS OF COST**

Opinions of probable project cost, construction cost, financial evaluations, leaslbiUty studies, economic analyses of alternate solutions and uUllarian consideradons of operations and maintenance costs provided for In the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over lhe cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining heir prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must of necessity, be speculaUve until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH lo CLIENT hereunder.

#### **ARTICLE 9. CONSTRUCTION PHASE SERVICES**

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specificaflons and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to Interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may diclate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittels, and (4) as a result of and in response to WIDSETH's detecting in advance of peribinance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professiooal services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shaN indemnify and hold WIDSETH, its officers, consultanes), subcootractor(s), employees and agenta hafITIless from, an claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interprelation, clartfication, substitution acceptance, shop drawing or sample approval or moarficalion of such documentation issued or carried out by CLIENT or others. Nothing conlained in this paragraph shall be construed to release WIDSETH, its officers, consultanl(s), subcontraclor(s), employees and agents from liabiUly for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement

#### ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIOSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the Nmlted pwpose of checking for general conformance with information given and design concept expressed in the Contract Oocumenls. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other delails or for substantiating instructions for installation or perfonnance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shaU not constitute approval of safely precautions, or any conetruction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific Item shall not indicate approval of an assembly of which the item is a component. WIOSETH's review and/or approval shell not relieve contractor for any deviations from Iha requirements of the contract documents nor from the responsibility or errors or omISIlons on Items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

### ARTICLE 11. REVIEW OF PAY APPLICATIONS

ff included in the scope of S81vices, 111y review or certification of any pay applications, or certificates of completion shall lle based upon WIDSETH's obst!Mtion of the Work and on the data comprising the contraclors application for payment and shall indicate that to the bestofwtDSETH's mowtedge, information and belief, the quantity andqua&lyofthe Work is in general conformance with the Contract Documenls. The issuance of a certillcale for payment or substantial completion is not a representation the! WIDSETH has made exhaustive or conUnuous inspections, reviewed construction means and methods, verified any back-up dala provided by the con1lBcitf, or asselfained how or for whet purpose the contractor has used money previously paid by CLIENT.

#### **ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

If Included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for darification, interpretation or information on the requirements of the Contract Documents. If Contraclo(s RFI's are, in WIDSETH's professional opinion, for infonnation readily apparent from reasonable ob58Mltion of field conditions or review of the Contract Documents, or 2lie reasonably inferable therefrom, WIDSETH shall be enttHed to compensation for AddiUonal Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such chargei; for addiHonal services as described in this article.

#### **ARTICLE 13. CONSTRUCTION OBSERVATION**

If included in the scope of services, WIDSETH wiH make site visits as specified in **the** scope of services in order to observe the progress of the Work oompleled. Such site visits and observations are not intended to **be** an exhaustive **check** or detailed **inspection**, but rather are to allow WIOSETH to become generally familiar with **the** Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, me1hods, techniques, sequences or procedures selected by the Contractor nor for the Contracto(s safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not **be** responsible for any acts or omissions of any Contractor and shan not **be** responsible for any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

#### ARTICLE 1-4. BETTERMENT

If, due lo WIDSETH's negligence, a required Item or component of the Project is omitted from the construction documents, WIDSETH shall not **be** responsible for paying the cost required to add such item or component to the extent **that** such Item or component would have been required and included in the original construction documents. In no event, will WIDSETH **be** responsible for any cost or expense that provides betterment or upgrades or enhances the value of **the** Project.

## ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH **shall** not be required to **sign** any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or wamint the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment **of any** amount due to WIDSETH in any way contingent upon WIDSETH **signing** such certification.

#### **ARTICLE 16. CONTINGENCY FUND**

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsIsIencles in the plans and specifications prepared by WIDSETH, and therefore, that the final COI18InIclion cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

#### **ARTICLE** 17. INSURANCE

WIDSETH shaH procure and maintain insurance for protection from claims against it under workIIIS' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any **and** all employees or of any person other than such employees, and from claims against it for **damages** because of injury to or destruction of property Including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance **of** professional seivices caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of Insurance will be provided to the CLIENT upon request.

#### **ARTICLE 18. ASSIGNMENT**

Neither Party lo this Agreement shall transfer, sublet or assign any rights or duties under or inIIIrnt in this Agreement, including but not limlled to monies that are due or monies that may be due, without **the** prior written consent of the other party. Subcontracting to subconst.lltants, nonnally contemplated by WIDSETH as a generally accepted business practice, shall not **be** considered an assignment for purposes of this Agreement.

#### **ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

Nothing conlained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENTs benefit, and no other party or entity shall have any claim against WIDSETH because of **this** Agreement.

#### **ARTICLE 20. CORPORATE PROTECTION**

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, *any* claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officer or directori.

#### **ARTICLE 21. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

#### **ARTICLE 22. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to **the** fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH **and** sub-consultants, to the CLIENT and to all construction contractors, subcontractm, agents and assigns on the project for any and an claims, losses, cosls, damages of any nature whatsoever or claims expenses from at1y cause or causes, so that Iolal aggregate liability of WIDSETH, employees of WIDSETH, employees of WIDSETH, employees of WIDSETH and sub-consultants, to all those **named** shall not exceed WIDSETH's total **fee** received for services rendered on this project Such claims and causes include, but are not limited to negligence, professional errora or omissions, strict liability, breach of contract or warranty.

#### **ARTICLE 23. NON-DISCRIMINATION**

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

#### ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shan **be** deemed stricken **and** all remaining provisions shaU continue to **be** valid and binding between CLIENT and WIDSETH. All limits of nability and indemnities contained **in** the Agreement shall survive the completion or termination of the Agreement

#### **ARTICLE 25. PRE-LIEN NOTICE**

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

# **Vermilion Housing Corporation**

P.O. Box 609 Tower, Minnesota 55790



## <u>RESOLUTION FOR</u> <u>St. Louis County HRA Grant for</u> <u>Rental Rehabilitation Assessment</u>

WHEREAS, the Vermilion Housing Corporation currently owns and operates Lakeview and Mineview Apartments in the Tower/Soudan area and is committed to ensuring that these USDA 515 properties provide safe, decent and affordable housing to the community.

WHEREAS, the Vermillion Housing Corporation's USDA 515 properties are a valuable asset to the community and are in need of rehabilitation to improve the quality of life of current and future tenants,

WHEREAS, the St. Louis County HRA has rehabilitation programs funded through the St. Louis County levy process and that the Vermillion Housing Corporation's USDA 515 properties are an eligible project for this funding and meets the objective of maintaining affordable housing opportunities,

**NOW THEREFORE BE IT RESOLVED** that the Vermilion Housing Corporation is hereby authorized to apply for and accept funding from the St. Louis County HRA for an architectural assessment for improvements to our properties to rehabilitate the sites in Tower and Soudan.

Resolution passed on October 18, 2023 at the regular board meeting of Vermilion Housing Corporation

James Hill - President

Date: 10-18-23

Date: 10.18.23

11

## St. Louis County Housing Redevelopment Authority Board of Commissioners **Request for HRA Board Action 23 – 06**

From:	Brian Fritsinger, Deputy Administrator/	Date: November 28, 2023
	Interim HRA Executive Director	
Reviewed by:	Kevin Z. Gray, County Administrator	Attachments: $\boxtimes$ yes $\square$ no

## ITEM: City of Cook – Housing Study

## **Background/Overview:**

The City of Cook (City) strives for diverse, affordable, well-maintained housing for residents' entire lifespan. According to the US Census Bureau, 64.8 percent of housing in the city is single-family detached homes compared to 11.9 percent multi-family units. During the 2023 Timber Days festival, the City Council conducted a survey. The survey results showed that residents would like the City to prioritize housing. This has prompted the City to explore a housing study to determine what type and quantity of housing the City needs.

To conduct a housing study, the City would like to hire Maxfield Research and Consulting. The study will allow the City to prepare a housing plan, seek housing development funding, and begin preliminary engineering. The City has also been working with JPJ Engineering to provide a feasibility analysis, mapping, cost estimation and site planning.

The City of Cook is requesting an \$8,750 grant to fund the housing study from the St. Louis County Housing and Redevelopment Authority (HRA).

## **Policy Objectives:**

To administer and fund a needs assessment under Minn. Stat. §469.012, Subd. 1t.

## Fiscal/Budget Impacts/Funding Source/FTE Considerations:

The current balance of the St. Louis County HRA is \$611,279.61. If awarded, the balance would be \$602,529.61.

## **Recommendation:**

It is recommended that the HRA Board award a one-time grant of \$8,750 to assist in the completion of the City of Cook's housing study by Maxfield Research and Consulting and authorizes appropriate HRA and County officials to execute the funding agreement and documents related thereto.

BY COMMISSIONER

WHEREAS, The City of Cook has requested \$8,750 from the St. Louis County Housing and Redevelopment Authority (HRA) for a housing study; and

WHEREAS, The HRA desires to fund the project pursuant to Minn. Stat. §469.012, Subd. 1t; and

WHEREAS, The HRA has available funding for such projects.

THEREFORE, BE IT RESOLVED, The HRA determines that the funding request from the City of Cook will improve housing needs and authorizes the Interim Executive Director and County Attorney to negotiate an \$8,750 one-time grant funding agreement contingent upon receipt of authorizing resolutions by the Cook HRA Board of Commissioners.

RESOLVED FURTHER, That the appropriate HRA officials and a representative of the County Attorney are authorized to execute the grant funding agreement on behalf of the St. Louis County HRA, along with all the necessary documents related thereto.

RESOLVED FURTHER, That funds as needed be transferred from the HRA fund balance and be paid from HRA Fund 250, Agency 251001, or its appropriate fund.



# St. Louis County, Minnesota **Housing and Redevelopment Authority Project Funding Application**

20 Rev. 11-18-2021

Form

About: The St. Louis County Housing and Redevelopment Authority (HRA) was created in 1988 in accordance with Minnesota Statutes and has the same powers as a municipal HRA. Its primary operational territory includes communities in St. Louis County that do not have a municipal HRA. The St. Louis County HRA may also operate in communities with a municipal HRA through invitation by the local HRA. Its objectives include:

- Maintaining and expanding affordable housing opportunities
- Strengthening communities through redevelopment and revitalization activity
- Maximizing impact of available financial resources

APPLICANT INFORMATION				
Organization/Applicant Name				
City of Cook				
Type of Organization Sovernment		Daytime # 218-666-2200	Date 10/31/2023	
Address 127 South River Street, PO Box 155	City <b>Cook</b>	State <b>MN</b>	ZIP 55723	
Email <b>cityadmin@cookmn.us</b>		I		
Contact Person If applicable Theresa Martinson	Contact Person # 218-666-2200			
Federal Id Number 41-6005071	DUNS Number 078683232			
PROJECT INFORMATION				
Project Title <b>Housing Planning</b>				
Site Address If applicable		City <b>Cook</b>		
PROJECT TYPE				
🛛 Housing 🗌 Community Facility 🔲 Public Infrastruct	ure 🗌 Economic	Development	Public Servi	ce
PROJECT ACTIVITY				
Acquisition Clearance Infrastructure Histo	ric Preservation [	Rehabilitation	Public Ser	rvices
Economic Development Accessibility Improvements O	ther Housing Plan	ning		
FUNDING REQUEST				
	Amount of (\$)	of HRA Request	\$8,750.00	
		of Community or gency Resources	\$8,750.00	
	Amount (\$) fro	m Other Sources	\$17,500.00	
	Total P	roject Cost (\$)	\$35,000.00	

Please describe the problem or need and how it was identified.

The City of Cook strives for diverse, affordable, well-maintained housing for residents' entire life-span.

According to the US Census, housing in Cook is predominantly single-family detached homes (228 units, 64.8%). Muti-family housing units with 20 or more units (11.9%) are the second largest housing type in Cook.

The predominant housing type (by number of bedrooms) is three bedroom homes (38.1%) with the second largest type being 2-bedroom homes (24.4%). There are very few one bedroom homes and no studio homes in Cook. Overall there is a lack of housing diversity (City of Cook, Comprehensive Plan, 2015).

In the Summer of 2023, the City Council conducted a short survey during the annual Timber Days festival held in Cook. The survey showed that residents of Cook would like the city to prioritize housing needs

## What are you proposing to do to address the problem or need?

The survey results from the annual Timber Days festival prompted the City of Cook Housing committee to explore housing opportunities further. In order to understand the complexity of community's housing needs the committee has selected Maxfield Research and Consulting to conduct a comprehensive housing study for the City of Cook. The project will allow the City of Cook to prepare a housing plan, seek housing development funding, and begin preliminary engineering. The city of Cook has also been working with JPJ Engineering who will provide a feasibility analysis, mapping, cost estimation and site planning. The project also includes geotechnical testing to identify buildable locations and planning coordination.

Conducting the comprehensive housing study is in line with the City of Cook comprehensive plan whereby the following housing priorities were identified:

• Conduct a housing assessment. The City should meet with housing agency representatives to discuss ways of assessing housing needs and determining courses of action to improve and diversify housing. The City should collaborate with the Cook HRA on these efforts. Agencies include the Arrowhead Economic Opportunity Agency (AEOA), Minnesota Housing, Greater Minnesota Housing Fund, USDA Rural Development, St. Louis County HRA, Federal Home Loan Bank of Des Moines, Corporation for Supportive Housing, and others.

• Create a plan to address the needs identified in the assessment. Cook should connect with housing resources to identify funding opportunities for developing new housing and renovating existing housing. A focus of the new and improved housing should be affordability and senior friendliness. Identified blighted properties should be a part of the plan for redevelopment.

How will HRA funds be used and what is the timeframe for the pro	ject or program?
--	------------------

HRA funds will be used for the completion of a housing study to be prepared by Maxfield Research and Consulting. The project is expected to being in December 2023 and completed by May 2024.

What is the status of uncommitted funding to the project?

The City has applied to Iron Range Rescources and Rehabilitation (IRRRB) for funding for this project. The IRRRB will be meeting in December to review applications and make awards.

## What is the status of the organization's open HRA awards? (Not applicable to first time applicants)

N/A

## **BUDGET WORKSHEET**

## **Estimated Source and Use of Funds**

Use of Funds	Source of Funds					
	HRA Request	Total Community or Agency Resources	Other Fund Source IRRRB	Other Fund Source	Other Fund Source	
Expected Start and End date	Begin 05/01/2022	Begin 10/30/2023	Begin 12/15/2023	Begin	Begin	
of Funding	End 10/31/2023	End 12/31/2025	End 6/30/2023	End	End	
Status of Funding		Committed 🛛 Not Committed	Considering□Applied for⊠Committed□	ConsideringApplied forCommitted	ConsideringApplied forCommitted	
Itemize Activity/Use of Funds below:						
Housing Study	\$8,750.00	\$0.00	\$8,750.00			\$17,500.00
Feasibility Study, Site planning, Platting, & Cost Estimation		\$1,250.00	\$8,750.00			\$10,000.00
Geotechnical Testing		\$5,000.00				\$5,000.00
Project Coordination		\$2,500.00				\$2,500.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
TOTAL	\$8,750.00	\$8,750.00	\$17,500.00	\$ 0.00	\$ 0.00	\$35,000.00

ORGANIZATIONAL STRUCTURE						
Please list members of the project team and describe their roles.						
Member Name	Role					
Harold Johnston, City of Cook	Mayor					
Theresa Martinson, City of Cook	City Administrator	City Administrator				
Dawn Kehoe, City of Cook	Planning Coordination					
Maxfield Research & Consulting	Housing Study	Housing Study				
John P. Jamnick, PE, JPJ Engineering	Feasibility Study, Site Planning,	Feasibility Study, Site Planning, Cost Estimation				
Austin Gotchnik, LSIT, JPJ Engineering	Land Surveying & Platting	Land Surveying & Platting				
Geotechnical Testing Firm	Geotechnical Analysis	Geotechnical Analysis				
ATTACHMENTS						
Required attachments for <u>ALL</u> applicants.						
1. A resolution by the governing body authorizing the applicants to apply for and receive funds.						
2. Other relevant information.						
AGREEMENT						
Authorized Applicant Name:	Title	Date:				
Theresa Martinson	City Administrator	ity Administrator 11/3/23				
Please type your name or print and sign.						

The application and accompanying documents may be email to: <u>communitydevelopmentinfo@stlouiscountymn.gov</u>

A Proposal to Prepare a Comprehensive Housing Needs Assessment, Housing Demand Analysis, or Residential Market Potential Study for the City of Cook, Minnesota

Prepared for: City of Cook Cook, MN

September 2023



## Breaking Ground since 1983

2823 Hamline Avenue North Roseville, MN 55113 612.338.0012 www.maxfieldresearch.com



Breaking Ground since 1983

September 26, 2023

Ms. Liza Root City Council Member City of Cook 127 South River Street Cook, MN 55723

Dear Ms. Root:

Thank you for contacting Maxfield Research and Consulting, LLC to provide a proposal for a Comprehensive Housing Needs Assessment for Cook, Minnesota. The study would examine demographic and economic factors, current housing market conditions, and would determine the market potential for developing additional housing products in the City. We would provide detailed recommendations (number of units/lots; unit mix and sizes; price/rent; features, amenities, etc.) for the housing types identified as being needed in the short- and long-term. In addition, recommendations would be provided on programs and incentives that could be initiated to attract specific housing products.

As an alternative to the Comprehensive Housing Needs Assessment Update, we also have provided a Scope of Work for a Housing Demand Analysis for the City and a site specific best use study for residential uses on a subject site in Cook. During these changing times since the pandemic, the real estate industry and economic conditions are changing quickly; now more than ever it is imperative to have real-time housing data to aid decision making policies. Maxfield Research is staying in-front of the changing landscape and working with our clients to find opportunities during this unique time.

Along with the proposal is a statement of qualifications for our firm which provides a company background, outlines our services and representative clients, and provides resumes of staff who would be conducting the housing study. We welcome the opportunity to work with you on this project. If this proposal meets with your approval, please sign and return one copy of the contract. Please call me at (612) 281-6729 if you have any questions about the proposed work program or if you need any other information. I can also be reached via email at <u>mmullins@maxfieldresearch.com</u>

Sincerely,

MAXFIELD RESEARCH AND CONSULTING, LLC

Matt Mulline

Matt Mullins Vice President

(main) 612-338-0012 (fax) 612-904-7979 2823 Hamline Avenue North, Roseville, MN 55113 www.maxfieldresearch.com



Breaking Ground since 1983

September 25, 2023

Ms. Liza Root City Council Member City of Cook 127 South River Street Cook, MN 55723

## **CONTRACT FOR PROFESSIONAL SERVICES**

Maxfield Research and Consulting, LLC proposes to provide market research and consulting services to the City of Cook (the "Client") to prepare a Comprehensive Housing Needs Assessment. The market study will determine the market potential for developing different types of owned and rented housing in Cook, Minnesota through 2035 based on an examination of demographic and employment growth trends and current housing market conditions. Detailed recommendations (number of units/lots; unit mix and sizes; prices/rents; housing features and amenities, etc.) for the housing types identified as needed in the short-term (2023 to 2028) and long-term (2029 to 2035) would be provided. As an alternative to the Comprehensive Housing Needs Assessment, we also provide a Scope of Work to prepare a Housing Demand Analysis or a Residential Market Potential Analysis.

## **DESCRIPTION AND BIOGRAPHY OF FIRM**

Maxfield Research and Consulting, LLC has nearly 40 years of experience in assisting communities to determine market conditions for planning and development efforts, providing demographic estimates and projections, and analyzing county and municipal commercial and residential real estate needs. Our thorough knowledge of market trends in the real estate industry allows us to support our clients with valuable information that affects planning and development. We are able to determine viable solutions to the issues that communities face. We are local, regional and national with work completed in over 40 states.

Maxfield Research and Consulting, LLC provides research and analysis in the areas of general market housing, student housing, senior housing, office, retail, hospitality, industrial, and financial institutions. Maxfield also has experience in organizing and conducting focus groups, preparing and administering on-line and mail surveys, holding public forums for large scale planning documents, and organizing and making presentations to city councils, planning commissions, and economic development authorities. A more detailed company overview is located in the Appendix.

(main) 612-338-0012 (fax) 612-904-7979 2823 Hamline Avenue North, Roseville, MN 55113 www.maxfieldresearch.com

## METHODOLOGY

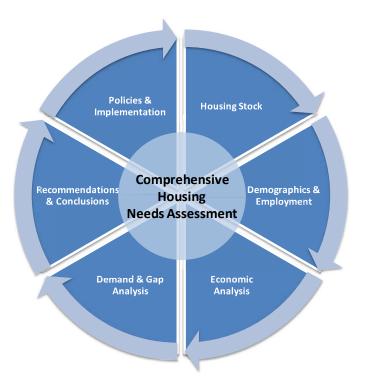
It is our understanding that the primary objective of this analysis is to provide the City of Cook with a market-based analysis that will identify current and future housing needs in the community and help decision makers develop a greater understanding of the City's housing market. Maxfield Research and Consulting, LLC will provide detailed recommendations and an action plan for housing development (both short-term and long-term) and recommend tools and policies that will assist implementation. Our findings will provide a basis for community leaders, stakeholders, and decision-makers to guide future efforts when addressing housing needs.

The hallmark of Maxfield Research and Consulting, LLC.'s approach to comprehensive housing studies is a thoughtful, in-depth combination of primary and secondary research. Primary research includes surveys of existing housing properties, one-on-one interviews with major employers, developers, builders, Realtors, property managers, city and government agency staff, and others familiar with housing issues and the local housing market. Secondary research includes data obtained from reliable published sources including the Census Bureau, ESRI (a national demographics firm), State demographic centers and economic development agencies, among others.

Published secondary data is always reviewed carefully in light of other local factors revealed through the primary research that may have an impact on the analysis. The result is a custom report that provides the Client with information that is timely and locally pertinent.

Our work approach will draw on our experience and expertise in conducting housing studies on behalf of public entities and private developers.

Maxfield Research and Consulting, LLC routinely completes over 100 housing studies annually and is a market leader on housing research and consulting in the Upper Midwest.



## WHY MAXFIELD RESEARCH?

## We Know Northern Minnesota

• <u>Benefit</u>: Work efficiency – our past experience in St. Louis County and throughout northern Minnesota will allow us to expedite the process

## **Housing Inventory**

 <u>Benefit</u>: Maxfield Research's proprietary housing data includes detailed information on multifamily properties across the Region and State of Minnesota

## **Experience Counts**

• <u>Benefit</u>: Committed team of senior-level leaders; the four team members dedicated to this project have a combined 70-plus years of experience and have completed numerous Comp Housing Studies over the past few years

## Local Knowledge - National Experience

 <u>Benefit</u>: Our work is grounded in local issues/reality and we can integrate best practices from elsewhere

## Relationships

• <u>Benefit</u>: We have deep relationships with the development community; we understand their barriers and opportunities, we know what they want, and they will talk to us

## Full-Service Real Estate Advisory Firm

 <u>Benefit</u>: We understand the connection between all real estate types and we advise both public- and private-sector clients

## Comprehensive Approach

 <u>Benefit</u>: Data-driven analyses generate conclusions and recommendations based on market realities

## On the Ground Field Research

• <u>Benefit</u>: Hands-on field work, in-person interviews, telephone surveys, combined with the analysis of the Census and other data to gain the most information possible.

Proven Methodologies & Results Oriented

 <u>Benefit</u>: Our process for projecting housing demand has proven to be effective and we deliver action-oriented strategies

## **RESEARCH STAFF**



**Mary Bujold,** CRE, President, Maxfield Research and Consulting, LLC, will serve as principle-in-charge of the project and serves as a consultant for the recommendations. Ms. Bujold has over thirty years of experience in housing market research and is regarded as a market expert in the field of residential real estate. Ms. Bujold has been involved in numerous housing and commercial analyses for private developers and public agencies.



**Mr. Matt Mullins**, Vice President, brings over 20 years of real estate consulting and advisory service experience to the project and will serve as the project manager for the project. Mr. Mullins will oversee the project timeline and be responsible for the execution of the project's work program. Mr. Mullins will work closely with Maxfield staff to complete all tasks associated with the project. Mr. Mullins was the lead analyst on several recent comprehensive housing studies, including the Minnesota communities of Hutchinson, New Ulm, Owatonna, and Olmsted County. Mr. Mullins is currently working on housing needs assessments for the Minnesota communities of Hibbing and Le Sueur.



**Mr. Joe Hollman**, Senior Associate, would assist Mr. Mullins on the project as a principal analyst. With over 20 years of experience, Mr. Hollman would be responsible for completing a portion of the data gathering, preparing the conclusions and recommendations, and compiling the written report. Mr. Hollman was the lead analyst on several recent research studies that focused on the demand for residential and commercial real estate, including comprehensive housing studies for Goodhue County, Fillmore County, and the City of Luverne Minnesota and Hackensack. Mr. Hollman is currently working on a market analysis for affordable rental housing developments in Mountain Iron and Marshall, Minnesota.



**Mr. Andrew McIntyre**, Research Associate, will provide data gathering services for this project. Mr. McIntyre will be responsible for compiling demographic and employment data, gathering base market information and GIS mapping. Mr. McIntyre has assisted on several comprehensive housing needs analyses during his tenure with Maxfield Research and Consulting, LLC, including studies for the Cities of St. Cloud, Edina, Owatonna, and Cokato, Minnesota and is currently working on affordable rental housing analyses in Mankato and Albert Lea, Minnesota.

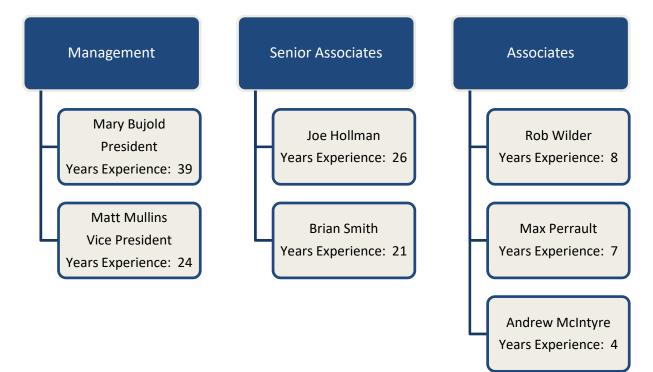
Ms. Liza Root City of Cook

Consultant's Name:Maxfield Research and Consulting, LLCYear Established:1983Type of Ownership:LLCFederal ID Number:41-1463801Employees:7

## **Primary Contact:**

Mr. Matt Mullins Vice President Maxfield Research and Consulting, LLC 2823 Hamline Avenue North Roseville, MN 55113 Mobile: 612.281.6729 email: <u>mmullins@maxfieldresearch.com</u> www.maxfieldresearch.com

# Maxfield Research and Consulting, LLC Organization Chart



## SCOPE AND COST OF SERVICES – Comprehensive Housing Needs Study

#### A. Project Kickoff Meeting

- 1. Meet with representatives of the City of Cook and other stakeholders to review project goals and objectives. Refine work program if required. This report will require some assistance from the stakeholders; data requests and other project assistance will be discussed during this time.
- 2. Conduct a windshield survey of the housing stock in the City and surrounding trade area geographies.
- 3. Data will be provided for comparison purposes to other communities similar to Cook. Peer communities will be discussed during the kick-off meeting.

#### B. Review of Past Studies/Planning Documents

- Obtain information on past housing studies/planning documents, ordinances, or other research reports/publications with information pertinent to the assignment. Review these documents and identify information that is relevant to this analysis; identify how current conditions have changed.
- 2. Summarize information obtained from previous documents and their impact on the current analysis; include conflicting information or document key issues and their relevance to the current project.

## C. Demographic Analysis

- 1. Define the trade area or Primary Market Area (PMA) for the City of Cook.
- 2. Examine population and household growth trends and projections to 2035.
- 3. Examine demographic information on:
  - a) Population age distribution
  - b) Persons per household (household size)
  - c) Household incomes by age of householder
  - d) Household tenure
  - e) Household tenure by age of householder
  - f) Household incomes be tenure
  - g) Household net worth
  - h) Household tenure by household size
  - i) Household type
  - j) Diversity/ethnicity/culture
- 4. Present information on mobility trends.
- 5. Summarize links between the demographic profile and housing demand.
- 6. Discuss the implications of the findings on housing demand in Cook.

# D. Employment Trends

- 1. Examine local data on resident employment (based on place of residence).
- 2. Examine local data on covered employment (based on location of jobs).
- 3. Provide updated data on jobs by NAICS industry sector.
- 4. Identify major employers.
- 5. Identify commuting patterns of area workers.
  - a) Place of residence vs. place of employment
  - b) Wage ranges
  - c) Demographic characteristics
- 6. Project job growth to 2035. Analyze any business expansions/contractions and their effect on the local housing market.
- 7. Interview economic development specialists, major employers, and local officials regarding major employment changes and other issues that may impact long-term employment projections.
- 8. Discuss the implications of the findings on housing demand in Cook.

# E. Housing Characteristics & Condition

- 1. Compile statistics on the age of the housing stock in Cook and the draw area.
- 2. Compile residential building permit data by type of housing to the most current available figures for Cook and the draw area.
- 3. Analyze U.S. Census and American Community Survey (ACS) findings collected between 2010 and 2021 (or most current data). Compile the following:
  - a) Renter-occupied units by contract rent
  - b) Owner-occupied housing units by value
  - c) Owner-occupied housing units by mortgage status
  - d) Housing units by structure and occupancy
  - e) Housing units by occupancy status and tenure
- 4. Review housing market value data from City/County tax records (if available) or ACS.
- 5. Interview area housing professionals and other local governmental staff regarding housing conditions, economic development trends, and other factors that affect the local housing markets.
- 6. Identify the residential land supply in the City and its impact on potential housing production (data to be provided by Client).
- 7. Discuss the implications of the findings on housing demand in Cook.

## F. For-Sale Housing Market Analysis

- Collect data on detached single-family and multifamily (i.e. twin homes, townhomes, condominiums) housing resale values; examine price distribution and average/median sale price of home resales in Cook and the draw area (Note: this may require assistance from the city or county assessor).
- 2. Analyze data on the inventory and list price of homes currently for sale.
- 3. Survey active and recently completed for-sale housing developments (single-family homes, townhomes, twinhomes, etc.) in Cook and the surrounding area.

- 4. Analyze information on product types, lot sizes, home sizes, sale prices, buyer profile, and absorption (if available). For any condominium or cooperative products, provide data on building and unit amenities and common areas.
- 5. Identify the residential lot supply in Cook and evaluate the impact on potential housing production. Present information on vacant lots by year platted, subdivision, pricing, etc. (lot supply data to be provided by Client through GIS or Assessor databases).
- 6. Identify pending for-sale housing developments in Cook and the draw area and discuss the likely impact of these developments on the housing market.
- 7. Interview real estate sales agents, developers, and builders to assess the overall strength of the for-sale housing market, buyer profiles, desired housing types, price points, and unmet market niches.
- 8. Based on interviews with City staff and Realtors discuss the overall condition of the owner-occupied housing stock in the City.

# G. General Occupancy Rental Market Analysis

- 1. Survey larger (eight units or more) general occupancy rental housing projects, including subsidized (deep subsidy/extremely low income), affordable (shallow subsidy/very low income), workforce housing (80% to 120% of AMI) and market rate developments in the City.
- 2. Map locations of the multifamily housing stock.
- 3. Analyze data collected from the rental survey on year built/remodeled, monthly rents, vacancies, rents per foot, unit types/sizes and features, common area amenities, and resident profiles.
- 4. Inventory pending rental developments in Cook and the draw area and assess their potential impact on the market.
- 5. Interview owners/managers of rental housing in the area to assess rental trends and the need for additional rental housing in the City. Identify appropriate rental rates and the target markets for new rental construction in the community.

# H. Senior Housing Market Analysis

- Inventory existing senior housing developments in the draw area, including subsidized (deep subsidy), affordable (shallow subsidy), and market rate developments. Projects will include rental and for-sale active adult, independent living, assisted living, and memory care senior housing developments.
- 2. Map locations of the senior housing stock.
- 3. Analyze data collected from the survey on year opened, number of units, vacancies, pricing, unit types and features, common-area amenities, services provided (if applicable), and resident profile.
- 4. Inventory pending senior developments in Cook and the draw area and assess their potential impact on the market.
- 5. Interview managers/sponsors of senior housing in the area to assess market trends and the potential need for additional senior housing in Cook.

## I. Housing Affordability

- 1. Review and present income limits, maximum gross rents, and fair market rents by household size in St. Louis County.
- 2. Based on income guidelines, present maximum rents based on household size and Area Median Income.
- 3. Based on the average rents by unit type from the *General Occupancy Rental Market Analysis Section,* present information on income-qualified renter households.
- 4. Based on the median home resale value from the *For-Sale Housing Market Analysis Section,* present information on income-qualified owner households.
- 5. Identify the number of cost burdened households (i.e. households paying more than 30% of their income on housing) in Cook and the draw area. Present cost burdened information for renters and owners.
- 6. To the extent data is available, evaluate housing voucher program and present information on historic housing vouchers; both ported in and in the City.

# J. Conclusions and Recommendations

- 1. Quantify demand for housing (subsidized, affordable, and market rate) in Cook through 2035 based on employment and household growth projections, pent-up demand, turnover/mobility, and estimated replacement needs.
- 2. Identify potential target markets for new for-sale, rental, and senior housing.
- 3. Identify potential unmet market niches and deficiencies in the current market.
- 4. Based on lot supply and absorption trends, discuss the current land supply and whether more lots should be platted in order to meet projected demand.
- 5. Suggest an appropriate housing mix by product type (rental, ownership, and senior) and price point and discuss the target markets for each.
- 6. Suggest appropriate development concepts in the short-term (developments needed by 2028) and long-term (2029 to 2035), including number of units, unit mix, sizes, sale prices or monthly rents, and in-unit features and common area amenities.
- 7. Discuss the potential need for public/private partnerships to achieve housing development goals and support economic development in Cook.
- 8. Discuss housing programs and resources that may be administered by the City to help achieve housing goals (i.e. home improvement loans, energy and environmental sustainability, fix-up funds, first-time home buyer classes, etc.).
- 9. Review current programs provided by the City and provide information on successful programs offered at other communities similar to Cook.
- 10. Provide recommendations on other challenges and opportunities that relate to the housing stock and housing development in the City.

## K. Meetings and Client Contact

- 1. One kick-off meeting with Client (in person or via conference call).
- 2. Review of the Draft analysis (via conference call) that would address report findings.
- 3. One formal presentation (in person) to appropriate governing body.
- 4. Report Preparation.

## **GIS MAPPING**

Maxfield Research and Consulting, LLC will present key data visually and spatially through GIS mapping. However, Maxfield Research will require assistance from the Client to obtain parcel level data and the County assessor database. We will provide a detailed data request list that will outline the mapping and data needs.

# Cost for Comprehensive Housing Needs Assessment (Staff Time): <u>\$17,500.00</u>

# **COST OF SERVICES**

The work outlined under the Scope of Services – Comprehensive Housing Needs Assessment Update will be performed for Seventeen Thousand Five Hundred Dollars (\$17,500.00), including out-of-pocket expenses postage, data purchases, and an electronic version; but excluding travel expenses (meals, mileage, fuel, etc.). Travel will be billed at our direct cost. Work completed on the assignment would be billed to the Client monthly as costs are incurred. Additional research or meeting time requested by the Client beyond that set forth in the accompanying Scope of Services will be billed at our normal hourly rates (\$65 to \$160).

The following fee proposal provides a detailed summary of staff hours needed to complete this project. The fee proposal includes a breakdown of costs by project task along with Maxfield Research and Consulting, LLC staff assigned to the project.

FEE PROPOSAL COMPREHENSIVE HOUSING NEEDS ASSESSMENT FOR COOK, MINNESOTA											
	Maxfield Research and Consulting, LLC Staff										
	Mary Bujold	Matt Mullins	Joe Hollman	Andrew McIntyre	Admin. Assistant	Maxfield Research	Cost by Task				
Project Task	President	Vice-President	Sr. Associate	Associate	Support	Total	Total				
A. Project Kick-off & Windshield Survey	0	6	0	0	0	6	\$960				
B. Review of Past Studies	0	0	0	2	0	2	\$170				
C. Demographic Analysis	0	2	4	10	0	16	\$1,780				
D. Employment Trends	0	2	4	6	0	12	\$1,430				
E. Housing Characteristics and Condition	0	2	2	6	0	10	\$1,130				
F. For-Sale Housing Market Analysis	0	6	10	4	0	20	\$2,800				
G. General Occupancy Rental Analysis	0	2	6	12	0	20	\$2,240				
H. Senior Housing Market Analysis	0	2	4	10	0	16	\$1,780				
I. Housing Affordability	0	2	4	2	0	8	\$1,090				
J. Conclusions and Recommendations	2	8	6	2	0	18	\$2,670				
K. Meetings and Report Preparation	0	4	0	2	2	8	\$940				
L. Mapping & GIS	0	0	0	6	0	6	<b>\$510</b>				
Total Hours	2	36	40	62	2	142					
(times) Hourly Rate	\$160	\$160	\$150	\$85	\$65						
Total Cost for Staff Time	\$320	\$5,760	\$6,000	\$5,290	\$130	\$17,500					
(Plus) Travel Cost (estimate)*						\$1,000					
Total Cost for Staff Time plus Travel	\$320	\$5,760	\$6,000	\$5,290	\$130	\$18,500					

\*Mileage, lodging, meals, etc.; Mileage billed at the standard IRS rate of \$0.655 per mile (2023 rate)

## WORK PRODUCT

Findings will be presented in an electronic PDF format. Bound copies are optional and would be billed at our direct printing cost estimated at \$90 to \$125 per copy.

The Comprehensive Housing Needs Assessment is accepted by many lenders, limited partners, investors or governmental bodies who require such documentation to satisfy their financing criteria.

#### COMPLETION TIME

The work outlined under Scope of Services will be completed in draft form within 170 to 190 days of the execution of this agreement unless delayed by unexpected emergencies, forces beyond the control of the parties, or by written agreement of the parties.

A final report would be issued within two weeks of receiving all comments and feedback from the Client.

PROPOSED COMPLETION TIMEFRAME COMPREHENSIVE HOUSING NEEDS ASSESSMENT FOR COOK, MINNESOTA										
Project Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6				
A. Project Kickoff										
B. Review of Past Studies										
C. Demographic Analysis										
D. Employment Trends										
E. Housing Characteristics & Condition			_							
F. For-Sale Market Analysis										
G. Rental Market Analysis										
H. Senior Housing Market Analysis										
I. Housing Affordability										
J. Conclusions and Recommendations						-				
Delivery of Draft Report										
Formal Presentation										

# SCOPE OF SERVICES – Housing Demand Study

## A. Demographic Review

- 1. Define the Trade Area for the City of Cook.
- 2. Compile data on the overall population, household and employment estimates and projections to 2030.
- 3. Analyze the age distribution of the population with projections to 2028.
- 4. Provide household incomes by age of householder for 2023 and 2028.
- 5. Provide household incomes by tenure (2010 and 2023).
- 6. Provide income limits by household size and rent restrictions.
- 7. Compile household tenure by age of householder (2010 and 2023).
- 8. Provide analysis of senior population and household growth trends, senior household income estimates, and senior homeownership rates.
- 9. Analyze most recent resident employment and industry employment trends.
- 10. Analyze commuting patterns of area workers.

## B. Competitive Market Review

- 1. Compile residential building permit data by type of housing to the most current available figures for Cook and the surrounding Market Area.
- Collect data on most recent housing resale values; examine price distribution and average/median sale price of home resales in Cook and the draw areas. (Note: this may require assistance from the city or county assessor).
- 3. Analyze data on the inventory and list price of homes currently for sale.
- 4. Analyze the lot supply in Cook. (Please note; this will require assistance from the GIS department and/or assessor to obtain parcel-level data for the City).
- 5. Evaluate overall rental market conditions, average rents, and vacancies in the Cook and the surrounding Market Area (through 3<sup>rd</sup> party resources).
- 6. Inventory the rental housing stock in Cook. Present information from survey on year built, number of units, rent levels, and rent ranges.
- 7. Define the various types of senior housing and inventory senior housing properties in the draw area, including affordable and market rate active adult, independent living, assisted living, and memory care. Provide information on year built, number of units, and services available (if any).
- 8. Identify any pending for-sale housing developments, general occupancy rental developments, and senior housing developments in the Market Area. Provide information on project scale, development timing, and impact on the market.
- 9. Relate current housing market conditions to the potential demand for future housing development in the City of Cook.

## C. Conclusions and Recommendations

- Calculate demand for housing in Cook based on the most recent estimates and projections, turnover/mobility, and the amount of pending product in the Market Area. Demand estimates will be provided for the following housing product types:
  - a) General occupancy for-sale housing to 2030, including detached single-family and attached single-family/multifamily (townhomes, twin homes, condominiums, etc.)
  - b) General occupancy rental housing (deep-subsidy, shallow-subsidy, and market rate) to 2030
  - c) Affordable and market rate active adult senior housing in 2023 and 2028
  - d) Service-enhanced senior housing (independent living, assisted living, and memory care) in 2023 and 2028.
- 2. Identify potential target markets and unmet market niches. Discuss any primary deficiencies in the current market.

## D. Meetings and Client Contact

- 1. One meeting with Client via conference call to review findings from the Housing Demand Study.
- 2. Memorandum preparation.

# Total Cost for Housing Demand Update (Staff Time): <u>\$11,000.00</u>

## COST OF SERVICES

The above work program for the **Housing Demand Study** will be completed for Eleven Thousand Dollars (\$11,000.00), including all out-of-pocket expenses and one electronic copy of the memorandum. An initial payment in the amount of Five Thousand Five Hundred Dollars (\$5,500.00) will be required along with an executed copy of this agreement prior to commencement of work by Maxfield Research and Consulting, LLC.

Any meeting time or additional research requested by the Client beyond that outlined in the above Scope of Services will be billed in addition at our standard hourly rates for staff time which range from \$55.00 to \$165.00 per hour.

#### WORK PRODUCT

The Housing Demand Update will be completed in memorandum format.

## **COMPLETION TIME**

The Housing Demand Update will be completed within ninety (90) days of receipt of an executed contract and initial payment in the offices of Maxfield Research and Consulting, LLC, unless delayed by unexpected emergencies, forces beyond the control of one or both parties or by written agreement of the parties.

# **SCOPE OF SERVICES – Residential Market Potential Assessment**

## A. Site Analysis

- 1. Conduct a Site visit to the subject property in Cook, Minnesota.
- 2. Evaluate adjacent and surrounding land uses.
- 3. Assess community orientation and aesthetics.
- 4. Examine access and visibility.
- 5. Evaluate proximity of each Site to health care/medical facilities, community and social services, public transportation, shopping and recreational activities, and other pertinent services essential to the targeted residents.
- 6. Provide a map showing the proximity of the site to retail goods and services, employment,
- 7. Provide photographs of each Site and the surrounding area.
- 8. Determine the appropriateness of each Site for the proposed residential uses.

## **B.** Demographic and Economic Analysis

- 1. Define an appropriate draw area (i.e. "Market Area") for residential uses on the subject property. If necessary, define a Primary and Secondary Market Area.
- 2. Analyze data on growth trends and characteristics in the Market Area, including:
  - a. Population and Household Growth Trends to 2030;
  - b. Age Distribution of the Population;
  - c. Household Income by Age of Householder in 2018 with Projections to 2023;
  - d. Household Tenure by Age of Householder in 2010 and 2016;
  - e. Household Type in 2010 and 2016;
  - f. Employment Growth Trends and Projections;
  - g. Local Area Unemployment Trends;
  - h. Employment and Wages by Industry; and,
  - i. Commuting Patterns of Residents and Workers.
- 3. Summarize links between the demographic profile and the impact of the Market Area demographics on the ability to support residential uses on the Site.

## C. General Occupancy Rental Housing Market Analysis

- 1. Collect and analyze overall rents and vacancies for general occupancy rental housing in the Market Area.
- 2. Survey select market rate and affordable general occupancy apartments in and near the Market Area; present information on location, year built, number of units, unit mix and sizes, rents, occupancy rates, features and amenities.
- 3. Inventory any pending rental housing developments in the Market Area and evaluate their impact on the subject property.

## D. Senior Housing Market Analysis

- 1. Summarize demographic trends as they relate to demand for senior housing in the Market Area.
- 2. Define the different types of senior housing.
- 3. Inventory existing market rate and affordable senior housing developments in the draw area. Projects will include rental and for-sale active adult, congregate (independent living with services available), assisted living, and memory care senior housing facilities. Provide data on year built, number of units, and service level.
- 4. Inventory any pending senior housing developments in the Market Area; assess their impact on the market and demand for senior housing units on the subject property.

## E. For-Sale Housing Market Analysis

- 1. Analyze residential building permits issued from 2010 to current in the Market Area, including single-family, townhome/condominium, and multifamily units.
- 2. Collect information on average resale value trends for single-family and condominium/townhomes in the Market Area.
- 3. Analyze data on the inventory and list price of homes currently for sale (single-family vs. multifamily).
- 4. Analyze and inventory the available lots for new residential construction.
- 5. Identify any pending for-sale housing developments under construction or proposed that may compete with the proposed development.

# F. Conclusions and Recommendations

- 1. Summarize findings from the residential market analysis.
- 2. Calculate demand for multifamily for-sale products in the Market Area. Estimate the capture rate for general occupancy for-sale housing on the subject property.
- 3. Calculate the demand for affordable and market rate rental housing in the Market Area and the proportion the subject site could support.
- 4. Calculate demand for market rate senior housing (including active adult owner and renter, independent, assisted living, and memory care housing) in the Market Area and estimate the proportion of this demand that the subject property could capture.
- 5. Provide recommendations for the recommended for-sale housing concepts (condominiums, townhomes/twin homes/villas, detached townhomes, single family, or various combinations):
  - a. the number of units supportable;
  - b. unit types, mix and sizes
  - c. pricing (sales price and monthly fees);
    - i. Price per square foot
    - ii. Base
    - iii. Floor/view premiums
    - iv. Options/upgrades
  - d. in-unit features and amenities;
  - e. common area amenities; and
  - f. marketing considerations.

[To the extent that you have a development concept for this project, this section will also include a review of the proposed concept along with recommended modifications]

- 7. Identify potential target markets for general occupancy rental housing and provide recommendations regarding: number of units supportable; building style/type (i.e. apartment, townhomes, etc.); unit type, mix and sizes; pricing; in-unit features and amenities; common area amenities; and, marketing considerations.
- 8. Based on demand calculated for market rate senior housing (active adult, congregate, assisted living, and memory care), provide recommendations for each housing type on: number of units supportable; unit type, mix and sizes; pricing; in-unit features and amenities; common area amenities; and marketing considerations.
- 9. Estimate absorption for the various residential product types based on the calculated market demand and estimated growth trends; the absorption projection will indicate the mix of uses to be developed and any phasing of the property

## G. Meetings and Client Contact

- 1. One initial orientation meeting/conference call with Client to discuss study objectives.
- 2. One conference call or meeting near our offices to discuss draft report findings.
- 3. Report preparation.

## Cost for Staff Time (Residential Market Potential Assessment): <u>\$12,600.00</u>

## **COST OF SERVICES**

The work outlined under the Scope of Services for the **Residential Market Potential Assessment** will be performed for Twelve Thousand Six Hundred Dollars (\$12,600.00), including all out-of-pocket expenses such as outside data purchases and an electronic version of the report., but excluding travel costs to the site that will be billed at our direct expense. An initial payment in the amount of Six Thousand Three Hundred Twenty Dollars (\$6,300.00) will be required along with an executed copy of this agreement prior to commencement of work by Maxfield Research and Consulting, and the balance of the contract amount will be due upon completion.

Any meeting time or additional research requested by the Client beyond that outlined in the above Scope of Services will be billed in addition at our standard hourly rates for staff time which range from \$55.00 to \$160.00 per hour.

## WORK PRODUCT

The Residential Market Potential Assessment will be presented in a bound report PDF format. The Full Market Feasibility Study is accepted by virtually all lenders, government agencies and others who require such information to satisfy their lending criteria.

## **COMPLETION TIME**

The Residential Market Potential Assessment will be completed within ninety (90) days of receipt of an executed contract and initial payment in the offices of Maxfield Research and Consulting, LLC, unless delayed by unexpected emergencies, forces beyond the control of one or both parties or by written agreement of the parties.

# PAYMENT

All invoices are payable to Maxfield Research and Consulting, LLC within fifteen (15) days of receipt of an invoice showing the work completed and the direct costs for expenses. A finance charge of one and one-half percent (1.5%) per month will be added to the unpaid balance of each invoice not paid within thirty (30) days.

All invoices are sent via email. A current email address needs to be supplied to Maxfield Research for billing purposes. A final invoice will be sent with the release of the draft report.

#### DISCLAIMER

The objective of this research assignment is to gather and analyze as many market components as is reasonable within the time limits and projected staff hours set forth in this agreement. We assume no responsibility for matters legal in character.

The property/land is assumed to be free and clear of any indebtedness, liens or encumbrances; and good and marketable title and competent management are assumed, unless otherwise stated.

If building plans or site plans are included in the report, they are to be considered only approximate and are submitted to assist the reader in visualizing the property. We assume no responsibility for the accuracy of any building or site plans.

Certain information and statistics contained in the report, which are the basis for conclusions contained in the report, will be furnished by other independent sources. While we believe this information is reliable, it has not been independently verified by us and we assume no responsibility for its accuracy.

The conclusions in the report are based on our best judgments as market research consultants. Maxfield Research and Consulting, LLC disclaims any express or implied warranty of assurance of representation that the projections or conclusions will be realized as stated.

The result of the proposed project may be achieved, but also may vary due to changing market conditions characteristic of the real estate industry, changes in facts that were the basis of conclusions in this report, or other unforeseen circumstances.

This agreement will be construed according to the laws of the State of Minnesota.

## TERMINATION

This agreement may be terminated upon written notification of either party to the other. In the event of termination, the Client will pay Maxfield Research and Consulting, LLC for staff hours performed at the firm's normal hourly rates, plus all expenses incurred through the date of termination.

If this proposal meets with your approval, please sign and return one copy to the offices of Maxfield Research and Consulting, LLC.

The costs outlined in the Scope of Services shall remain in effect for a period of 90 days from the date listed at the top of this contract.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

MAXFIELD RESEARCH AND CONSULTING, LLC

**CITY OF COOK** 

Matt Mulline

Matt Mullins Vice President

(Signature of Authorized Signer)

Ву:\_\_\_\_\_

(Print Name of Authorized Signer)

lts:

(Print Title of Authorized Signer)

I Authorize: (please initial below)

<u>Comprehensive Housing Needs</u> Assessment Update (\$17,500.00 + travel)

\_\_\_\_\_Housing Demand (\$11,000.00)

Residential Market Potential (\$12,60.00 + travel)



HOUSING & REDEVELOPMENT AUTHORITY OF COOK

111 Southeast 5th Street, Cook, MN 55723 (218) 666-2533 • FAX (218) 666-2042 • E-MAIL admin@cookhra.com

October, 30 2023

St. Louis County HRA,

The Cook HRA is in full support of the City of Cook's efforts to secure funding for a housing study with Maxfield Research. As you know, small communities like Cook struggle to acquire housing projects they desperately need for growth. The dollars will be used for a study needed for requests from multiple agencies to fund an exciting development we can all be proud of.

Please give strong consideration to this request. The City of Cook staff has put a great deal of time and effort into this endeavor.

Thank you,

Mchal

Michael A. Jugovich Cook HRA Executive Director.

#### CITY OF COOK RESOLUTION NO. 231026C

## STATE OF MINNESOTA COUNTY OF ST. LOUIS CITY OF COOK

#### RESOLUTION AUTHORIZING THE CITY OF COOK TO MAKE APPLICATION TO AND ACCEPT FUNDS FROM THE ST. LOUIS COUNTY HOUSING AND REDEVELOPMENT AUTHORITY (HRA)

WHEREAS THE authorizing authority approves of the application for the City of Cook's Housing Planning project; and

WHEREAS THE authorizing authority agrees to accept funding for the underlying project if approved by the St. Louis County HRA.

NOW BE IT RESOLVED that the authorizing authority of the City of Cook does adopt this resolution.

Upon vote taken, the following voted: For: Mayor Johnston, Council Members Bixby, Root and Storm Against: None Absent: Councilor Brunner

Whereupon said Resolution No. <u>231026C</u> was declared duly passed and adopted this day of November 2023.

Harold Johnston

Theresa Martinson

Administrator – Clerk/Treasurer

Mayor