

**ST. LOUIS COUNTY
HOUSING AND REDEVELOPMENT AUTHORITY**

AGENDA

**December 13, 2022
9:35 a.m.**

1. Call to Order
2. Approve Minutes of September 13, 2022, Meeting
3. 2023 Minnesota City Participation Program Application (22-05)
4. East Range Joint Powers Board Housing Study (22-06)

Adjourn:

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

Tuesday, September 13, 2022

The St. Louis County Housing and Redevelopment Authority (HRA) meeting was called to order at 10:36 a.m., at the St. Louis County Courthouse, Duluth, Minnesota, with the following members present: Commissioners Frank Jewell, Patrick Boyle, Ashley Grimm, Paul McDonald, Keith Musolf, Mike Jugovich and Chair Keith Nelson - 7 Absent: None - 0.

Commissioner McDonald, supported by Commissioner Jugovich, moved to approve the minutes from the February 22, 2022, 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 approve the FY2023 proposed budget of \$430,288 and certify the property tax levy for FY2023 in the amount of \$230,288; and further, that the HRA Board requests that the St. Louis County Board of Commissioners certify the FY2023 HRA levy in the amount of \$230,288. HRA Executive Director Matt Johnson gave the Board an overview of the proposed levy and operating budget. Director Johnson said that the proposed levy is a 0% increase from 2022. The motion passed; seven yeas, zero nays. HRA Resolution No. 22-04.

HRA RESOLUTION No. 22-04

WHEREAS, The Commissioners of the St. Louis County Housing and Redevelopment Authority (HRA) have reviewed the HRA proposed FY2023 budget and levy.

THEREFORE, BE IT RESOLVED, That the HRA Board certifies the FY2023 HRA levy in the amount of \$230,288.

RESOLVED FURTHER, That the HRA Board approves the FY2023 HRA budget in the amount of \$430,288 with \$230,288 funded from the levy and \$200,000 funded from the 2022 estimated HRA existing fund balance.

RESOLVED FURTHER, That the HRA Board requests that the St. Louis County Board of Commissioners certify the FY2023 HRA levy in the amount of \$230,288.

Unanimously adopted September 12, 2022.

At 10:45 a.m., September 13, 2022, Commissioner Jewell, supported by Commissioner Musolf, 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

HRA BOARD LETTER NO. 22 - 05

DATE: December 13, 2022 **RE:** Minnesota Housing Finance
Agency Minnesota City
Participation Program

FROM: Matthew E. Johnson
Planning and Community Development Director
HRA Executive Director

RELATED DEPARTMENT GOAL:

To encourage, maintain, and expand economic and housing development opportunities and expand the property tax base in the HRA service area.

ACTION REQUESTED:

The HRA Board is requested to authorize application to participate in the Minnesota Housing Finance Agency - Minnesota City Participation Program.

BACKGROUND:

The Minnesota Housing Finance Agency (Minnesota Housing) has issued a request for applicants to participate in the Minnesota City Participation Program (MCPPI). 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 MCPPI, Minnesota Housing sells bonds on behalf of local governments to assist them in meeting local housing goals.

The benefits of participating in the MCPPI 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 moderate-income, 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 MCPPI funding in the state. Since 2004, mortgage originators throughout the county have accessed greater than \$113 million to assist 1,031 families. During 2022, originators processed 102 loans and accessed over \$14 million in mortgage funding. The county's 2022 allocation was \$3.3 million, meaning local loan originators accessed unused funding from other areas of the state to achieve a usage rate of 424 percent. There are no penalties or fees associated with over usage of MCPPI 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. The income limit for a four-person household is currently \$119,600 and the purchase price limit throughout St. Louis County is \$349,500.

Please find attached **Table 1** that provides a history of St. Louis County's MCPP allocations and program usage since 2004. Additionally, **Table 2** provides a statewide comparison of the MCPP fund allocation and usage for the year 2022.

RECOMMENDATION:

It is recommended that the HRA Board authorize the submission of an application to participate in the Minnesota Housing – MCPP for 2023.

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 (MCP); and

WHEREAS, The St. Louis County Housing and Redevelopment Authority (HRA) is an eligible applicant, and HRA participation in the MCP 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, That the HRA Board approves applying to Minnesota Housing for the 2023 MCP and authorizes the 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 Executive Director and a representative of the County Attorney to execute all necessary documents related thereto.

TABLE 1
Minnesota Housing Finance Agency
Minnesota City Participation Program Allocations

	State Bond Issuance	Allocation to SLC	Commitment Fee (Refundable)	Processing Fee (Non-refundable)	Actual Usage	Percent Usage	Number of Loans	Average 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	Program suspended - inability to issue mortgage revenue bonds							
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
Totals	\$ 993,392,519	\$ 55,185,364			\$ 113,380,704		1031	

TABLE 2
Minnesota Housing Finance Agency
Minnesota City Participation Program – 2022 Statewide Usage Report

Applicant Name	Allocation Amount	Committed Loans	Committed Amount	Usage Test	% of Usage
Alexandria	\$ 238,018	7	\$ 988,645	MET	415%
Anoka	\$ 6,041,979	179	\$ 43,731,540	MET	724%
Becker	\$ 584,179	6	\$ 867,010	MET	148%
Bluff Country HRA	\$ 665,339	15	\$ 1,877,765	MET	282%
Breckenridge	\$ 100,000	2	\$ 210,095	MET	210%
Carver	\$ 1,775,333	22	\$ 5,297,886	MET	298%
Chippewa	\$ 209,177	5	\$ 480,200	MET	230%
Chisago	\$ 940,135	27	\$ 6,558,752	MET	698%
City of Blue Earth	\$ 100,000	2	\$ 145,934	MET	146%
Clay County	\$ 1,048,540	35	\$ 6,508,416	MET	600%
Cloquet	\$ 208,679	10	\$ 1,701,910	MET	816%
County of Blue Earth	\$ 1,147,452	18	\$ 2,845,554	MET	248%
Crow Wing	\$ 1,097,906	19	\$ 3,467,707	MET	316%
Fergus Falls / Perham HRAs	\$ 292,745	4	\$ 729,80	MET	249%
Freeborn County	\$ 512,981	26	\$ 3,372,706	MET	657%
Grant	\$ 100,853	6	\$ 814,596	MET	808%
HRDC	\$ 1,415,823	8	\$ 1,300,895	MET	92%
Hennepin	\$ 14,140,148	299	\$ 68,382,866	MET	484%
Isanti	\$ 638,006	36	\$ 8,648,034	MET	1266%
Kandiyohi	\$ 726,126	28	\$ 4,419,999	MET	609%
McLeod	\$ 610,546	23	\$ 4,544,118	MET	744%
Mower	\$ 664,641	59	\$ 8,484,402	MET	1277%
New Ulm	\$ 234,448	4	\$ 573,319	MET	245%
North Mankato	\$ 237,022	3	\$ 612,505	MET	258%
NW Multi-County HRA	\$ 1,397,027	22	\$ 2,665,850	MET	191%
Oakdale	\$ 469,943	11	\$ 2,709,023	MET	576%
Osakis	\$ 100,000	0	\$ 0	NOT MET	0%
Otter Tail	\$ 704,840	9	\$ 1,321,582	MET	188%
Pine County HRA	\$ -	11	\$ 1,943,066	MET	0%
Ramsey	\$ 3,998,658	89	\$ 20,339,946	MET	509%
Red Wing	\$ 274,746	11	\$ 2,110,323	MET	768%
Rice	\$ 1,114,079	24	\$ 4,727,579	MET	424%
Sartell	\$ 321,304	4	\$ 1,030,895	MET	321%
Scott	\$ 2,506,008	34	\$ 8,262,956	MET	330%
SE MN Multi-Co. HRA	\$ 1,264,312	15	\$ 2,904,336	MET	230%
Sherburne	\$ 1,488,948	39	\$ 9,668,932	MET	649%
St. Cloud	\$ 1,143,700	82	\$ 15,253,923	MET	1334%
St. Louis	\$ 3,324,635	102	\$ 14,097,853	MET	424%
Owatonna/Steel County	\$ 621,089	17	\$ 2,819,302	MET	454%
Stevens County HRA	\$ 160,577	0	\$ 0	NOT MET	0%
SW RDC	\$ 949,924	32	\$ 3,950,990	MET	203%
Swift	\$ 163,350	10	\$ 945,957	MET	579%
Washington	\$ 3,972,756	52	\$ 13,306,641	MET	335%
Winona	\$ 430,841	11	\$ 1,458,528	MET	339%
Wright	\$ 2,346,759	64	\$ 15,651,138	MET	667%
Totals	\$ 64,385,194	1,561	\$ 318,983,442		495%

Report through 10/31/2022

HRA BOARD LETTER NO. 22 - 06

DATE: December 13, 2022 **RE:** East Range Joint Powers
Board Grant – Housing Study
Grant

FROM: Matthew E. Johnson
Planning and Community Development Director
HRA Executive Director

RELATED DEPARTMENT GOAL:

To expand affordable housing opportunities, maximizing financial resources, and promoting strategies that result in an expanded tax base.

ACTION REQUESTED:

The St. Louis County Housing and Redevelopment Authority (HRA) Board is requested to approve a \$7,500 grant to the East Range Joint Powers Board to assist the Cities of Aurora, Biwabik, Hoyt Lakes, and the Town of White in undertaking a housing market analysis.

BACKGROUND:

The City of Biwabik recognizes the community’s need for new housing and has been working to convert five (5) tax-forfeited parcels of land into a shovel-ready housing development site. To prepare the site for development, the St. Louis County Land Department has cleared two previously vacant schools. Additionally, with grant funds from the Iron Range Resources and Rehabilitation (IRRR), One Roof staff members have commissioned a land survey, geotechnical investigation, phase I and II environmental investigations, title search and examination, and title clearance.

The one remaining step in this process will be to identify the best type of housing development for the site. To accomplish this, a housing market analysis will be completed. Originally, this housing market analysis was intended to include only the City of Biwabik. Given Biwabik’s close proximity to Aurora, Hoyt Lakes, and the Town of White, however, and due to the fact that each community is currently faced with significant housing needs, a decision was made to expand the analysis. As a result, the proposed housing market analysis will comprise the entire East Range Joint Powers area, which includes all four communities.

LOCi Consulting, LLC has been selected to complete the housing market analysis. In addition to helping the City of Biwabik identify the best type of housing for its shovel-ready development site, the analysis will also inform the entire East Range Joint Powers area on existing conditions and potential demand for the following types of housing:

- For-sale single family housing units;
- Market-rate general occupancy rental units;

- Affordable general occupancy rental units;
- Senior housing units (both market rate and affordable); and
- Housing for homeless individuals and families and other residents with special needs.

LOCi Consulting's **Scope of Services** will include the following components:

- **Demographic and Economic Data**
 - Define the market area for housing in the four communities.
 - Provide maps of the market area.
 - Gather and summarize key demographic data for the market area.
 - Provide thematic maps showing demographic and economic data.

- **Housing Market Analysis**
 - Gather data from county records on existing uses.
 - Gather data on building permits issued between 2015 and 2021.
 - Gather and summarize housing data from American Community Survey for the market area.
 - Gather data on seasonal or secondary homes, if available.
 - Profile recent land sales in the market area.
 - Gather and summarize data on single-family sales in the market area.
 - Profile for-sale single-family home, or townhome, or condominium development in or near the market area.
 - Profile general occupancy and affordable multi-family developments in or near the market area.
 - Profile independent living, assisted living, or memory care assisted living developments in or near the market area.
 - Profile housing for special need communities, including housing for residents with disabilities, housing with support services to address homelessness, or shelters serving homeless individuals or families.
 - Interview sources familiar with the local housing market.
 - Interview sources with housing for special needs populations.
 - Interview city and county officials to gather data of planned and pending units of housing.

- **Demand Analysis and Recommendations**
 - Provide forecasts of demand for each of the four communities in the market area between 2022 and 2027.
 - Provide conclusions and recommendations.
 - Provide one one-hour meeting to present findings to client in-person in one of the four communities or over a conference call.

On November 22, 2022, the East Range Joint Powers Board authorized completion of the housing market analysis. Within thirty (30) days of their receipt of the signed agreement, LOCi Consulting will complete a draft of the housing market analysis. They will deliver the final report within five (5) days of receipt of comments.

PROJECT BUDGET:

The total project cost is \$51,581. Specifically, the project budget includes the following components:

ACTIVITY	PROVIDER	COST
Shovel-Ready Site Activities - Biwabik		
Survey	Alta	\$8,500
Soil Borings/Geotechnical	Braun Intertec	\$14,605
Environmental Phase I & II	MSA	\$7,082
Title Search / Closing	Arrowhead Abstract	\$2,644
Legal Work to Clear Titles on Tax-Forfeited Properties	Hanft Fride	\$3,000
Housing Market Analysis		
Housing Market Analysis - Biwabik	LOCi Consulting, LLC	\$13,500
Add Aurora, Hoyt Lakes, Town of White	LOCi Consulting, LLC	\$2,250
TOTAL PROJECT COST *		\$51,581

* *This cost does not include tax-forfeited land acquisition.*

Secured project funding currently totals \$34,040, with \$25,790 of that assistance provided through the Iron Range Resources and Rehabilitation (IRRR) and \$8,250 provided through the East Range Joint Powers Board.

If the HRA Board approves \$7,500 in funding, the remaining project balance will be \$10,041. One Roof staff members will apply for \$10,000 of this balance from the Minnesota Housing Partnership. The \$7,500 transfer from HRA Fund 250, Agency 251001, will result in a remaining fund balance of \$146,433.

RECOMMENDATION:

It is recommended that the HRA Board authorize the Executive Director and County Attorney to negotiate a funding agreement with the East Range Joint Powers Board for a one-time grant of \$7,500 to assist in the completion of an East Range Joint Powers area housing market analysis by LOCi Consulting, LLC payable from HRA Fund 250, Agency 251001.

HRA BOARD RESOLUTION NO. 22 - 06

BY COMMISSIONER _____

WHEREAS, The East Range Joint Powers Board has requested \$7,500 from the St. Louis County Housing and Redevelopment Authority (HRA) for a housing market analysis; and

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

WHEREAS, The HRA has available funding for such projects.

THEREFORE, BE IT RESOLVED, That the HRA determines that the funding request from the East Range Joint Powers Board constitutes part of an urban renewal project and authorizes the 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 HRA, along with all the necessary documents related thereto.

RESOLVED FURTHER, That funds be paid from HRA Fund 250, Agency 251001.



LOCi Consulting LLC
288 Macalester Street
Saint Paul, Minnesota 55105
651-888-8464
grant@lociconsult.com

November 15, 2022

East Range Joint Powers Board
C/O Julie Petrusha
Housing Development Coordinator
One Roof Community Housing
12 E. 4th Street
Duluth, Minnesota 55805

Dear Ms. Petrusha:

I am pleased to present an outline of the services LOCi Consulting LLC will provide the East Range Joint Powers Board ("Client") related to your need for market analytics. If it meets with your approval, this letter will serve as our agreement.

Purpose

The Client wants to understand market conditions for housing for four communities—Aurora, Biwabik, Hoyt Lakes, and White Township, Minnesota. The Client would like information on existing conditions and potential demand for:

1. For-sale single family housing units;
2. Market-rate general occupancy rental units;
3. Affordable general occupancy rental units;
4. Senior housing units, both market rate and affordable; and
5. Housing for homeless individuals and families and other residents with special needs.

Scope of Services – Comprehensive Housing Needs Analysis

Demographic and Economic Data

1. Define market area for housing in the four communities.
2. Provide maps of market area.
3. Gather and summarize key demographic data for the market area:
 - Total population and number of households, 2022 and 2027 (data for 2022 are estimated and data for 2027 are forecasted)
 - Age by gender, 2022
 - Income by age of householder, 2022 and 2027
 - Homeownership by age of householder, 2010
 - Median home value, 2022
 - Daytime population, 2022
 - County employment estimates, 2020
 - Unemployment rate
 - Employment by industry

- Major employers
 - Turnover as shown by move-in year for rental households, 2019
 - Cost burdened households, 2019
 - Affordable housing income requirements for the county
4. Provide thematic maps showing demographic and economic data.

Housing Market Analysis

1. Gather data from county records on existing uses:
 - Number of parcels and acreage of property by use (residential, commercial, etc.)
 - Number of parcels and acreage of residential property that is homesteaded and non-homesteaded
2. Gather data on building permits issued between 2015 and 2021.
 - New construction permits, single family and multifamily
 - Remodel or rehab permits, if available
3. Gather and summarize housing data from American Community Survey for the market area:
 - Age of housing stock, 2019
 - Quality of housing stock, 2019
4. Gather data on seasonal or secondary homes, if available.
5. Profile recent land sales in the market area. Collect data of prices and sizes.
6. Gather and summarize data on single-family home sales in the market area.
7. Profile for-sale single-family home, townhome, or condominium developments in or near the market area. Collect data on prices, unit sizes, occupancy, and features and amenities.
8. Profile general-occupancy and affordable multifamily developments (with eight or more units) in or near the market area. Collect data on rents, unit sizes, occupancy, and features and amenities.
9. Profile independent living, assisted living, or memory care assisted living developments in or near the market area. Collect data on rents, services, unit sizes, occupancy, and features and amenities.
10. Profile housing for special need communities, including housing for residents with disabilities, housing with support services to address homelessness, or shelters serving homeless individuals or families.
11. Interview up to four sources familiar with the local housing market (real estate agents, property managers, developers, owners, etc.)
12. Interview up to three sources familiar with housing for special need populations.
13. Interview city and county officials to gather data of planned and pending units of housing:
 - Units under construction
 - Units approved but not yet under construction
 - Units proposed

Demand Analysis and Recommendations

1. Provide forecasts of demand for each of the four communities (Aurora, Biwabik, Hoyt Lakes, and White Township) in the market area between 2022 and 2027 for:
 - General-occupancy rental housing
 - Affordable rental housing
 - Independent living senior housing (both with services and without services)
 - Assisted living senior housing
 - Memory care senior housing
 - Affordable senior housing
 - Housing for residents with special needs

2. Provide conclusions and recommendations.
3. One one-hour meeting to present findings to Client in person in one of the four communities (Aurora, Biwabik, Hoyt Lakes, and White Township) or over conference call.

Deliverables

The deliverables for this project will include:

- One written report in PDF format

Timing of Project

The draft report will be completed within 30 days of receipt of the signed letter agreement. A final version of the report will be completed within 5 business days from receiving comments. The one-hour meeting will be scheduled after completion of the draft of the report.

Payment

In consideration for the services to be performed, Client agrees to pay LOCi Consulting LLC:

- \$15,750

Fees will be due and payable following receipt of an invoice from LOCi Consulting LLC upon completion of the scope outlined in this engagement letter. Compensation for services is due within 30 days of the mailing of the invoice. Finance charges of 1.25% per month will be added to any past due amounts. The invoice will include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

If additional meeting time or research is requested by the Client beyond the research set forth in the Process Outline, this time will be billed at LOCi Consulting LLC's normal hourly rate of \$250 plus any travel expenses.

Materials

Other than the materials described below, LOCi Consulting LLC will furnish all materials and equipment used to provide the services required by this Letter Agreement.

Client will make available to LOCi Consulting LLC, at Client's expense, the following:

- Any demographic, competitive, or other data that has been collected by Client to date.

Expenses

Overnight travel is not required for the scope of services described in this letter. However, should the scope of the analysis be extended by the Client and overnight travel becomes necessary, Client will reimburse LOCi Consulting LLC for travel time, airfare, hotel, rental car, and meals. Estimates of costs can be provided to Client. LOCi Consulting LLC shall be responsible for all other expenses incurred while performing services under this Agreement.

Confidentiality

LOCi Consulting LLC acknowledges that it may be necessary for Client to disclose certain confidential and proprietary information in order to perform duties under this Agreement. LOCi Consulting LLC will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Termination

Either party may terminate this Agreement at any time by giving five days' written notice of termination. LOCi Consulting LLC will be entitled to full payment for services performed prior to the date of termination. This obligation, and any payment obligations pending at termination, survive termination.

LOCi Consulting LLC Status

LOCi Consulting LLC is an independent contractor, not Client's employee. LOCi Consulting LLC has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. LOCi Consulting LLC has the right to perform services for others during the term of this Agreement.

No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

Applicable Law and Jurisdiction

This Agreement will be governed by the laws of the state of Minnesota. Any disputes arising from this Agreement must be handled exclusively in the federal and state courts located in Minnesota.

Exclusive Agreement

This Agreement (including any attached exhibits) is the entire Agreement between LOCi Consulting LLC and Client.

Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Saint Paul, Minnesota. Any costs and fees other than attorneys' fees associated with the mediation will be shared equally by the parties.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to binding arbitration in Saint Paul, Minnesota, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

However, the complaining party may refuse to submit the dispute to mediation or arbitration and instead bring an action in an appropriate small claims court.

Modifying the Agreement

If any intended changes or any other events beyond the parties' control require adjustments to the Agreement, the parties will make a good-faith effort to agree on all necessary particulars. Such agreements will be put in writing, signed by the parties, and added to this Agreement.

Limited Liability

LOCi Consulting LLC's total liability to Client under this Agreement for damages, costs, and expenses will not exceed \$10,000 or the compensation received under this Agreement, whichever is less.

UNLESS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, LOCI CONSULTING LLC WILL NOT BE LIABLE FOR CLIENT'S LOST PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION, IN CONTRACT OR TORT, EVEN IF LOCI CONSULTING LLC HAS BEEN ADVISED BY CLIENT OF THE POSSIBILITY OF SUCH DAMAGES.

Warranties and Representations

LOCi Consulting LLC does not make and hereby disclaims, and Client hereby waives, any representations or warranties, arising by law or otherwise, regarding the services described in this agreement, or any portion thereof, including, without limitation implied warranties of merchantability, fitness for a particular purpose, non-infringement, or arising from course of dealing, course of performance or usage in trade.

Assignment and Delegation

Neither party may assign any rights nor delegate any duties under this Agreement without the other party's prior written approval. Any assignment or delegation in violation of this section is void.

Acceptance

If this Agreement meets with your approval, please sign below to make this a binding contract between us. Please sign both copies and return one to LOCi Consulting LLC. Keep one signed copy for your records.

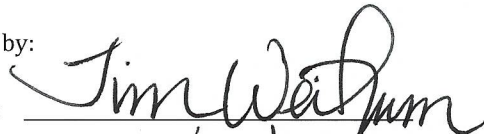
Sincerely,



Grant Martin
Principal
LOCi Consulting LLC

Agreed to by:

Signature:



Date:

22 November 2022

Print Name:

Jim Weikum

Print Title:

Chairperson

East Range Joint Powers Board

**EAST RANGE JOINT POWERS BOARD
AURORA, MINNESOTA
RESOLUTION NO. 2022-05**

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS)
EAST RANGE JOINT POWERS BOARD)

**RESOLUTION AUTHORIZING THE EAST RANGE JOINT POWERS BOARD
TO MAKE APPLICATION TO AND ACCEPT FUNDS FROM ST. LOUIS
COUNTY FOR THE COMPREHENSIVE HOUSING NEEDS ANALYSIS**

WHEREAS THE authorizing authority approves to apply for funding from St. Louis County and of the attached consulting proposal for services related to the market analysis and housing needs study for the East Range Area through the East Range Joint Powers Board (representing the cities of Aurora, Biwabik, Hoyt Lakes and the Town of White); and


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


NOW THEREFORE BE IT RESOLVED that the authorizing authority of the East Range Joint Powers Board, Aurora, Minnesota does hereby adopt this resolution.

Upon vote taken thereon, the following voted:

For: Zins, Weikum, Knaus, Gregor
Against: None
Absent: None

Whereupon said Resolution No. 2022-05 was declared duly passed and adopted this 22nd day of November, 2022.


Chairman

Attest: 
Cherie Grams, Administrative Assistant