

COUNCIL DECISION REQUEST

SUBJECT: Housing Needs Assessment and Strategic Plan

MEETING DATE: March 28, 2008

PAYSON GOAL: NEW: EXISTING: X

ITEM NO.:

TENTATIVE SCHEDULE: April – November, 2008

SUBMITTED BY: Bethany Beck,
Housing Program Manager

AMOUNT BUDGETED: \$20,000 in FY 07/08

SUBMITTAL TO AGENDA

EXPENDITURE REQUIRED: Maximum \$50,000
FY 07/08 \$20,000
FY 08/09 up to \$30,000

APPROVED BY TOWN MANAGER

CONT. FUNDING REQUIRED: 0



EXHIBITS (If Applicable, To Be Attached):

Exhibit A: Successful Response to RFQ and Revised/Phased Timeline from Kuehl Enterprises LLC

Exhibit B: Draft standard Payson contract

POSSIBLE MOTION

I move to approve the contract with Kuehl Enterprises LLC to conduct a housing needs assessment and strategic plan for the Town of Payson in an amount not to exceed \$50,000 and authorize the Mayor to execute all necessary contract documents. This will require an expenditure of \$20,000 already approved in the 2007/08 budget and the balance to be included in the 2008/09 budget cycle.

SUMMARY OF THE BASIS FOR POSSIBLE MOTION:

Completion of this study was initially recommended by the Affordable Housing Task Force report, which was adopted by Council in November 2006. In June 2007 the newly formed Housing Advisory Commission also identified the completion of the study as one of its four primary goals. The Commission and Town staff then spent several months researching and identifying the study's framework. The result was the issuance of a Request for Qualifications for a Housing Needs Assessment and Strategic Plan in January 2008. Four firms responded prior to the RFQ's February 29 deadline and on March 7 the review panel unanimously scored Kuehl Enterprises' submittal as the highest-ranking proposal.

Based on preliminary estimates the anticipated cost of the project was \$70K. However, through refinement of the Scope and Fee with Kuehl Enterprises, staff negotiated a total project cost not to exceed \$50,000. The project is organized in two parts, with Phase I beginning immediately and initiated by the \$20,000 in the current budget. Phase II will begin after July 1 at a cost not to exceed \$30,000. All scope items will be completed by November 2008 and will conclude with a presentation to Mayor and Council.

This project is important because it will provide the Town with a market analysis to evaluate local affordable and workforce housing needs and solutions, including a multi-phase plan with goals and objectives to improve and expand the AH and WF housing inventory.

PROS:

The needs assessment is crucial because it will be the foundation from which all Town housing goals, policies and strategies are built. A professional, comprehensive study is also pivotal to secure grants for future affordable and

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COUNCIL DECISION REQUEST

workforce housing costs. Additionally, the study and plan will be beneficial to non-profit and private entities that consider addressing housing needs in Payson.

Yet another benefit is that the information provided by the needs assessment and strategic plan can be incorporated into the Town's General Plan, which currently lacks and needs a housing component. The General Plan will be updated in 2010 and this project will provide vital information for that document.

CONS:

None.

PUBLIC INPUT (if any):

This project has been the subject of extensive public discussion by both the Housing Task Force and Housing Advisory Commission in 2006 and 2007. It was also discussed at a regular Town Council meeting in 2006 and at the 2008 Capital Improvement Plan meeting.

BOARD/COMMITTEE/COMMISSION ACTIONS/RECOMMENDATIONS (if any) (give dates and attach minutes):

November 9, 2006: Housing Task Force made nine recommendations to Council, including "Authorize the Affordable Housing Commission to produce a Town of Payson Strategic Housing Plan that will be used to guide Town policies."

June 27, 2007: Housing Advisory Commission adopted four goals. Goal #1 was to complete a study of housing needs and Goal #2 was to create a housing strategic plan.

October 25, 2007: Housing Advisory Commission voted to request that staff proceed with development of a Request for Proposals for a housing needs assessment and strategic plan.

FUNDING:

Account Number: 401.428.100.991.062	Title: Affordable Housing Study	Amount: \$20,000
Account Number:	Title:	Amount: \$
Account Number:	Title:	Amount: \$
Account Number:	Title:	Amount: \$
		Total Cost: \$

CFO: _____ Date: _____

Kuehl Enterprises LLC
Response to Request for Qualifications
Town of Payson Housing Needs Assessment and Strategic Plan

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Kuehl Enterprises LLC
Response to Request for Qualifications
Town of Payson Housing Needs Assessment and Strategic Plan

Introduction

Kuehl Enterprises LLC (KELLC) proposes to complete a housing needs assessment and strategic plan for the Town of Payson. The outcome of this process will be:

- A. A background report that describes local housing market conditions;
- B. Increased understanding of the two-way impacts of the housing market on local socio-economic conditions and socio-economic conditions on the local housing market;
- C. Policies and strategies that can be implemented locally to positively address identified housing conditions; and
- D. Specific actions that may be taken by the Town to implement policies and strategies.

Conclusions regarding the housing market and socio-economic conditions will be drawn through a process of assessing demographic and economic conditions, and defining housing market conditions and opportunities for both renters and owners. This process will include:

- o Data collection and analysis.
- o Outreach to local employers.
- o Assessment of available land and a menu of land use strategies.
- o Analysis and presentation of resources and programs that may be employed to positively impact identified conditions.

The Town has established a desired timeframe for this process, which would begin in March 2008 and be completed by November 2008. KELLC proposes a timeline that will begin in March 2008 with delivery of a draft document in November 2008 – discussions with the Town Council and development of a detailed action plan would take place after Town Council approval or adoption and be completed in January 2009.

Project Approach – Scope of Services

- A. Comprehensive Housing Inventory
 1. Number of existing housing units
 2. Type of existing housing units
 - o Utilizing 2000 Census data and permit/completion/demolition data from the Town, KELLC will determine the number and type of existing housing units through the end of 2007.
 3. Cost of owning or renting existing housing units
 - o An apartment rental survey will be conducted to identify the number and size of units and the rent for each type. Units with occupancy and/or income restrictions will be identified.
 - o A point-in-time (one month period) single-family rental survey will be conducted by contacting real estate and property management agencies regarding available rentals. Local media will be scanned for rental units not professionally managed.
 - o A discussion of seasonal rents and availability will be included.
 - o Through referral by Town staff or Commission member to a Payson Multiple Listing Service member, a report of the past twelve months' sales activity will be analyzed to determine the volume of units by price range and trends in median prices. In addition, median sales price and volume trends will be generated for a three to five year period.
 4. Number of housing units owned as second homes
 - o A number of data sources may be used to *estimate* the number of second homes in Payson. Data sources may include Census 2000, Town of Payson permit/ completion data, Gila County Assessor (registered rental units), and Home Mortgage Disclosure Act data.

- B. Community demographic profile, including age, household size, income characteristics and the relationship of each of these characteristics to the housing stock
 - Demographic data will be drawn from Census 2000, American Community Survey and Census Bureau projections. Charts and tables, along with a narrative will be developed to explain the overall conditions as well as the relationship of demographic conditions to housing conditions.

- C. Projected demographics and housing needs by type and cost – 2013, 2018, and 2023
 - Three demographic scenarios will be generated and will include housing needs by age, household size and income category, with cost, tenure and supportive community amenities described in the accompanying narrative. Scenarios will be based on 1990 – 2000 trends, 2000 – 2005 trends, and projections by the US Census Bureau and/or the Arizona Population Statistics division.

- D. Comparison of current wages to housing opportunities
 - The most current wage information available either from local studies or from the Arizona Workforce Informer will be compared with housing costs to identify workforce housing needs by primary industries and/or occupations. Assumptions regarding household size and composition will be applied and a housing affordability gap analysis presented.

- E. Input from nine local employers (three large, three medium, three small) regarding the workforce housing situation
 - KELLC will arrange to meet individually and/or collectively with nine local employers. Discussion will focus on attraction and retention concerns related to housing, with the understanding that other factors, such as employment opportunities for spouses, education and promotion opportunities, and child and family supports are likely to influence the discussion and have a direct relationship with housing concerns.
 - Employers will be asked to provide specific examples of how the housing market has impacted their ability to attract and retain employees. These examples may serve as narrative support for data conclusions and/or goals and objectives.
 - The Town may wish to conduct an employer survey to identify the full range of concerns and the impact of the housing market on the business community in general.

- F. Explanation of the relationship between housing opportunities, local employers, services, economic growth and community health
 - This explanation will flow naturally from the results of employer discussions and will include housing variety, quality and affordability factors, and other services that support families and individuals in their workforce or other economic participation.
 - The impact of housing on economic growth and sales tax and other revenues will be discussed.

- G. Inventory of vacant land and redevelopment options categorized by price and by density (low, medium, high)
 - Utilizing maps and data provided by the Town, KELLC will create both visual and written presentation of how different densities and related redevelopment options could impact housing availability and affordability.

- H. Existing housing assistance and programs, and the populations they serve
 - Utilizing information provided by the Town and through review of funding awards by State and Federal government agencies, a table summarizing housing assistance and programs for various income levels and populations will be developed.

- I. Create a housing continuum that reflects Payson's housing inventory and identifies deficiencies in the continuum
 - The housing continuum will identify both the supply and demand factors along the continuum of housing from shelter through supportive and transitional housing to the rental and homeownership markets at all income levels.

- J. Outline the implications of each of the above elements on the development of housing policy
 - Housing policy is most often developed to impact existing conditions identified through data collection and analysis. As such, existing housing conditions will be summarized and the impact on housing supply and housing demand identified. Where appropriate, discussion of impacts as the housing market cycles will also be identified and discussed in order to prepare the Town to undertake actions that may be needed in the future.

- K. Work with Town staff and the Housing Advisory Commission to develop a step-by-step action plan, including goals and objectives to address the identified housing deficiencies.
 - KELLC recommends the strategic planning process incorporate three separate elements: goals related to specific conditions, objectives related to each goal, and action steps related to each objective.
 - KELLC will facilitate the development of goals to address identified housing conditions.
 - Utilizing the housing continuum and identified conditions along the continuum, a menu of potential objectives and related actions will be developed.
 - KELLC will facilitate the Commission to identify short-term (1 to 3 years) and long-term (3 or more years) objectives to meet each goal as well as actions related to each.
 - KELLC recommends the goals and objectives, along with potential actions be formally adopted prior to the development of a step-by-step action plan.
 - KELLC will facilitate the development of the first annual action plan, including step-by-step and/or parallel tasks necessary to successful implementation.
 - Thereafter, KELLC recommends an annual action planning process that takes into account changing market conditions, current staff and Commission capacity, available resources, and community response to specific potential actions. This process could be facilitated in house or by a third party.

- L. Identify realistic resources required to implement the action plan.
 - Using the already-developed table of funding resources, KELLC will identify potential local, State and Federal resources to implement proposed goals and objectives. As resources require capacity to implement, a brief discussion of staff or partner skills, knowledge and experience will be included.

- M. Prepare an executive summary of the needs assessment and strategic plan.
 - KELLC will prepare an executive summary of the needs assessment and strategic plan that incorporates a brief history, summary of the process, significant conditions, and goals and objectives related to each.

In addition, KELLC recommends the Commission and Town consider some outreach to the public. While a formal process is not suggested, information in the form of a newsletter or other media will lead to a greater understanding of the impact of housing on the local economy and the households who contribute to the economy. Later, this education will contribute to the Town's ability to successfully implement specific actions related to adopted or approved policies and strategies.

Project Schedule

Task	Proposed Timeline
A. Comprehensive Housing Inventory - Number and type of existing housing units. <i>Compilation and analysis of Census 2000 and permit/ completion/ demolition data from the Town.</i>	March – August 2008
Comprehensive Housing Inventory - Cost of Renting. <i>Apartment rental survey and point-in-time non-apartment unit survey.</i>	June 2008
Comprehensive Housing Inventory - Cost of Owning. <i>Compilation and Analysis of Multiple Listing Service Information.</i>	March – August 2008
Comprehensive Housing Inventory - Number of housing units owned as second homes <i>Analysis of registered rental unit data provided by Gila County Assessor's office. Overlay this data with Census 2000, permit data, and HMDA data.</i>	May – August 2008
B. Community demographic profile, including age, household size, income characteristics and the relationship of each of these characteristics to the housing stock. <i>Narrative, charts and tables.</i>	March – August 2008
C. Projected demographics and housing needs by type and cost – 2013, 2018, and 2023 <i>Generate three scenarios and narrative.</i>	September – October 2008
D. Comparison of current wages to housing opportunities <i>Workforce gap analysis by primary occupations and/or industries.</i>	September 2008
E. Input from nine local employers (three large, three medium, three small) regarding the workforce housing situation <i>Individual and/or collective meetings.</i>	May – June 2008
F. Explanation of the relationship between housing opportunities, local employers, services, economic growth and community health <i>Discussion of relationship between housing and the economy. Impact of housing on economic growth and sales tax/ other revenues.</i>	September 2008
G. Inventory of vacant land and redevelopment options categorized by price and by density (low, medium, high) <i>Create visual and written presentation of how different densities and related redevelopment options could impact housing availability and affordability.</i>	May – August 2008
H. Existing housing assistance and programs, and the populations they serve <i>Create a table summarizing housing assistance and programs for various income levels and populations.</i>	June – August 2008
I. Create a housing continuum that reflects Payson's housing inventory and identifies deficiencies in the continuum.	September – October 2008

Task	Proposed Timeline
<p>J. Outline the implications of each of the above elements on the development of housing policy</p> <p><i>Summarize existing housing conditions and identify the impact on supply and/or demand as appropriate.</i></p> <p><i>Discuss housing market cycles as appropriate.</i></p>	September – October 2008
<p>K. Work with Town staff and the Housing Advisory Commission to develop a step-by-step action plan, including goals and objectives to address the identified housing deficiencies.</p> <p><i>Facilitate the development of goals to address identified housing conditions.</i></p> <p><i>Develop a menu of potential objectives and related actions.</i></p> <p><i>Short-term and long-term objectives facilitation.</i></p> <p><i>Council presentation and adoption.</i></p> <p><i>Annual action plan.</i></p>	November 2008 – January 2009
<p>L. Identify realistic resources required to implement the action plan.</p> <p><i>Using table of funding resources, KELLC will identify potential local, State and Federal resources and discuss staff or partner skills needed to implement proposed actions.</i></p>	September – November 2008
<p>M. Prepare an executive summary of the needs assessment and strategic plan.</p>	November 2008

Personnel Qualifications

All tasks and major duties to complete the Payson Housing Needs Assessment and Strategic Plan will be conducted by Martina Kuehl, Manager of Kuehl Enterprises LLC. A resume is included as Attachment 1.

Relevant Experience

The following *housing needs assessments and strategies* have been completed by Ms. Kuehl during the past ten years:

Project Name	Project Dates	Name and Address of Organization	Contact Person
Pinal County Housing Needs Assessment and Strategic Plan	04/07 – present	Pinal County Dept. of Health & Human Services PO Box 868 Florence, AZ 85232	Adeline Allen 520-866-7200
City of Sedona Housing Market Report	11/05 – 07/06	City of Sedona 102 Roadrunner Dr Sedona, AZ 86336	Audree Juhlin 928-204-7107
Town of Prescott Valley Housing Strategy Update	11/06 – 07/07	Town of Prescott Valley 7501 E Civic Circle Prescott Valley, AZ 86314	Al Sengstock 928-759-3063
City of Prescott 5-year HUD Consolidated Plan	12/04 – 04/05	City of Prescott 201 S Cortez Prescott, AZ 86303	Tom Guice 928-777-1100
Town of Prescott Valley Housing Strategy	04/02 – 02/03	Town of Prescott Valley 7501 E Civic Circle Prescott Valley, AZ 86314	Gwen Rowitsch 928-777-1368
City of Cottonwood Housing Strategy	12/00 – 02/02	City of Cottonwood 827 N Main Street Cottonwood, AZ 86326	Jerry Owen 928-474-5242
City of Willcox Affordable Housing Strategy	02/00- 01/01	City of Willcox 101 S Railroad Ave Ste B Willcox, AZ 85643	Eddie Browning 602-280-8701
Town of Camp Verde Affordable Housing Strategy	06/98 - 05/99	Town of Camp Verde 473 South Main Camp Verde, AZ 86322	Debbie Barber 928-567-6631

In addition, during the past three years Ms. Kuehl has conducted workshops and facilitated retreats to assist local jurisdictions and nonprofit organizations to plan for future activities, conduct needs assessments, define gaps in delivery systems and resources, and develop policies and programs to implement strategies. Additional strategic planning and meeting facilitation experience is listed in Ms. Kuehl's resume, which is included as Attachment 1.

Project Name	Project Dates	Name and Address of Organization	Contact Person
Arizona Housing Institute	03/08 – 07/08 03/07 – 08/07 04/06 – 09/06 03/05 – 09/05	Arizona Dept. of Housing 1110 W Washington Ste 310 Phoenix, AZ 85007	Pat Boland 602-771-1017
Developing Homeownership Opportunities in Rural AZ	02/05 – 08/05	Arizona Dept. of Housing 1110 W Washington Ste 310 Phoenix, AZ 85007	Kathy Blodgett 602-771-1021
City of Sedona Housing Commission	01/06 – present Various dates	City of Sedona 102 Roadrunner Dr Sedona, AZ 86336	Audree Juhlin 928-204-7107
Board Succession Planning and Senior Management Program Strategic Planning	02/07 and 02/08 - present	Community Services of Arizona 650 N Arizona Ave Chandler, AZ 85225	Brian Swanton 480-899-8717
Good News Partnership 5-part Workshop Series – Program Planning	02/06 – 10/06	Collaboration for a New Century 542 E Monroe Bldg D Phoenix, AZ 85004	Steve Capobres 480-699-3356
US Department of Health and Human Services Compassion Capital Fund Intermediary Services - Technical Assistance to Human Services Organizations	07/05 – 06/07		
Maricopa County Intermediary Services - Training and Technical Assistance to Housing and Community-based Organizations	07/07 - present		

Sub-consultants

The use of sub-consultants is not planned for this project.

Insurance

KELLC currently carries business liability in the amount of \$1,000,000 with \$2,000,000 aggregate, and completed projects liability in the amount of \$2,000,000. No worker's compensation insurance is carried as KELLC does not have any employees. If awarded, KELLC will furnish the Town of Payson with a certificate of insurance as evidence of this coverage.

Business Information Form

See Attachment 2.

Martina Kuehl
Kuehl Enterprises
PO Box 642
Humboldt, AZ 86329
(928) 899-4339
MLKuehl@aol.com

Summary of Qualifications

- Sixteen years experience developing and managing community development programs and projects, focusing on affordable housing, community revitalization, and nonprofit organization.
- Reputation for achieving results through comprehensive community assessment and consensus building among varied interests and individuals.
- Facilitative, team approach to management and problem solving.
- Accomplished public speaker, trainer, and meeting facilitator.
- Strong commitment to improving communities.

Professional Experience

Owner/Manager

Kuehl Enterprises LLC

November 2004 to present

Summary of Projects and Clients

Developing Homeownership Opportunities in Rural Arizona

On behalf of the Arizona Department of Housing KELLC created a two-day training workshop focused on the development of homeownership opportunities. Participants in the workshop gained an understanding of the options for providing homeownership opportunities, the skills required to develop affordable housing, and the basic components of a successful project.

Arizona Affordable Housing Institute

KELLC developed and delivered as a sub consultant to Franke Consulting Group, a four-part workshop series focused on affordable housing development projects in the pre-development stage. The workshop series was designed to build nonprofit and local government capacity to develop affordable housing, facilitate project planning, and expedite implementation of participating projects. Through lecture and hands-on activities, participants are given the opportunity to immediately apply learned concepts to their projects.

City of Prescott Consolidated Plan

KELLC was hired by the City of Prescott to prepare its first Consolidated Plan for the US Department of Housing and Urban Development. This plan included educating elected officials and the Citizen's Advisory Committee, facilitating committee meetings, conducting public hearings, assembling and analyzing demographic, economic and housing data, and preparing the document to meet HUD guidelines. In conjunction with the Consolidated Plan, KELLC prepared a program outline that will serve as the foundation for the City's first homeownership program.

Strategic Planning Housing and Human Service Organizations

KELLC has facilitated nearly thirty strategic planning sessions for a variety of nonprofit organizations.

The Collaboration for a New Century

KELLC is contracted with the Phoenix-based Collaboration for a New Century to provide training and technical assistance to the faith- and community-based organizations that it serves. The goal of the Collaboration and its partner organizations is to bring together the faith communities, neighborhoods, government, philanthropy, business and individuals to develop strong organizations that strengthen poverty-stricken neighborhoods through positive change. To help attain these goals, KELLC designed and delivered a five-part training series to assist organizations as they expand or develop new programs and services. Individualized technical assistance is delivered to help each organization realize their goals.

In 2006, KELLC began working with the Collaboration to develop and deliver a hands-on leadership program for corporate leaders who bring their skills and knowledge to address one or more core issues of high-performing nonprofit organizations. The primary role of KELLC is to provide training to corporate leaders regarding the nonprofit environment and to facilitate relationships among and between corporate and nonprofit participants.

Tucson Metropolitan Housing Corporation Vista Sierra Housing Development

KELLC partnered with Franke Consulting Group to conduct a preliminary feasibility analysis for the rehabilitation or redevelopment of a distressed HUD multi-family housing project. With resources available from the National Community Development Association and the US Department of Housing and Urban Development, the focus of the analysis was to determine how to create a viable physical environment supportive of the low-income project residents.

City of Sedona

KELLC worked with the City of Sedona to develop policies to provide opportunities for affordable housing development. The policies were developed through multiple outreach efforts and the analysis of data focused on housing Sedona's workforce and providing employment stability for both employees and employers. Procedures to ensure the City effectively evaluates proposed developments and selects those most likely to meet community goals were developed.

The Town of Prescott Valley

KELLC contracted with the Town of Prescott Valley to update its 2002 Housing Strategy. The update included the collection and analysis of data to identify current conditions and examine market trends. Based on this analysis, policy options have been presented for consideration by the Town council and implementation by Town staff.

Beginning in March 2008, KELLC will work with a regional committee that has been formed as a result of the Housing Strategy Update. KELLC will facilitate regulatory, finance, development and employer-assisted housing committees and will prepare a committee recommendations presentation for discussion with local elected officials.

Pinal County

KELLC recently contracted with Pinal County to develop a Housing Needs Assessment for both the incorporated and unincorporated areas of the County. The assessment includes an analysis of demographic, economic and housing conditions, a background report that identifies trends and current conditions, and a menu of strategies that might be pursued by the County and/or municipalities to address conditions.

Technical Assistance, Training and Special Projects Coordination

Arizona Departments of Housing and Commerce

April 1996 to October 2004

- Guided local government and nonprofit organizations in the development of plans, policies and programs dedicated to redeveloping neighborhoods, attracting private investment, and coordinating nonprofit and private sector efforts.
 - Town of Prescott Valley Affordable Housing Strategy
 - City of Cottonwood Housing Strategy
 - City of Willcox Housing Plan
 - Town of Camp Verde Affordable Housing Strategy
 - City of Douglas and BankOne Rental Rehabilitation Revolving Loan Fund
 - Town of Camp Verde Housing Rehabilitation Revolving Loan Program
 - Apache County Economic Security Microenterprise Business Loan Program
 - Yuma Neighborhood Development Organization Single-family Construction Loan Program
- Facilitated the organizational development of local government and nonprofit organizations during the formation and expansion phases.
 - Affordable Housing Resources, Inc. strategic planning, board development and education
 - Flagstaff Affordable Housing Coalition, Inc. organizational growth from advocacy organization to development organization
 - Yuma Neighborhood Development Organization strategic planning, board development & education, project/program planning guidance
 - City of Tucson Community Services Department HOME Program policies and procedures, program staffing and management plans
 - Tempe NewTown CDC strategic planning and board education
- Organized, developed and delivered technical training to individuals and organizations throughout Arizona.
 - 2004 Arizona Housing Institute
 - 2002, 2003, 2004 Arizona Department of Housing State Housing Fund Workshops
 - Tucson Metropolitan Housing Commission 2002 Annual Conference - Rural Housing Track
 - Maricopa County HOME Consortium Basic Training
 - Maricopa County Community Development Department – Using CDBG for Economic Development Activities workshop
- Conducted research and data analysis, facilitated public participation and consultation processes, and developed agency plans and program guides.
 - 2000 – 2004 State of Arizona Consolidated Plan public consultation process
 - 2001 State of Arizona Annual HUD Consolidated Plan Annual Action Plan document and public and agency consultation processes
 - 2001 and 2002 State of Arizona Housing Fund program guide and applications for rental housing, emergency and transitional housing, and homeownership development
- Secured and managed over \$500,000 in HUD HOME and CDBG Technical Assistance resources to assist community and nonprofit organizations with planning and program development efforts.

Program Management

Arizona Department of Commerce

June 1992 – April 1996

- Designed and developed programs, policies and projects that assisted in elevating a four-person office to state agency status.
 - Federal HOME Program. Designed and implemented the State of Arizona's HUD HOME program from the ground up with its first allocation in 1992.
 - Project Intervention: Reclaiming Arizona's Neighborhoods. Coordinated resources for and cooperatively implemented with the Governor's Offices of Drug Policy and Children & Families a multi-year neighborhood reclamation project in four poverty-stricken neighborhoods.
 - Section 8 Certificates and Vouchers. Designed and implemented the State of Arizona's Public Housing Authority resources in cooperation with third party service agencies. Managed the State of Arizona Housing Authority from 1994 to 1996.
 - Rural Home Purchase Assistance Program. Designed and implemented the State of Arizona's first statewide network of homeownership counseling, education and financial resources. Now known as the Homes for Arizonans program.
 - Project Planning Grants and Pre-development Loans. Designed and managed resources to assist nonprofit organizations in the project decision-making process.
 - ACTION Zone Neighborhood Revitalization Program. Designed and implemented a multi-year program in cooperation with other state and federal agencies to assist neighborhoods through comprehensive planning and the coordination of resources for housing, economic development, job training and crime prevention.
- Managed and directed a nine-person staff responsible for the distribution and management of over \$15 million in state and federal resources, including the HUD HOME and CDBG programs.
- Designed and implemented a customer outreach plan that resulted in regular contact with existing and potential program users throughout Arizona.
- Developed grant / loan applications and review criteria and guided local government and nonprofit organizations through the grant writing and loan packaging processes.

Education and Training

- B.S. Public Administration, Grand Canyon University
- Certified Housing Development Finance Professional, National Development Council
- Certified Homeowner Educator/Counselor, American Housing Education / Counseling Training Institute
- Certified Neuro-linguistic Programming Practitioner

Leadership, Volunteerism and Awards

- Lecturer, Yavapai College Office of Lifelong Learning – "Housing Affordability and the Local Economy: Understanding the Role of Housing in Local Economies", 2006
- Moderator, Arizona Community College Association "Coming of Age" Community Forums 2003 - 2004
- Moderator, Generations United of Yavapai County Community Forums 2004
- Prescott Area Leadership Class XIII Graduate
- Advisory Board. Prescott Area Habitat for Humanity
- Board Secretary, Affordable Housing Resources, Inc. November 2002 – June 2003
- President, National Association of Housing and Redevelopment Officials, AZ Chapter 1997 – 1999
- Regional Delegate, Pacific Southwest Regional Council of the National Association of Housing and Redevelopment Officials, 1999 – 2001
- Employee of the Year Arizona Housing Authority Director's Association 1995

Attachment 2
Proposer Business Information

Submitter's legal name: Kuehl Enterprises LLC

DBA if different from above: _____

Name of contact person: Martina Kuehl Phone: 928-899-4339

Address: PO Box 642

City: Humboldt State: AZ Zip: 86329

Proposer is: (check one)

- Limited Partnership, attach a copy of Certificate of Ltd. Partnership
- Sole Proprietor
- Limited Liability Company
- Corporation, attach a copy of the Certificate of Good Standing from the Arizona Corporation Commission or the most recent copy of your Annual Report submitted to the AZ Corporation Commission or proof of registration with AZ Corporation Commission, if a foreign corporation.

Federal Employer Identification or Social Security Number: 387-74-8834

Is this a Minority or Woman owned/controlled organization?

() No (X) Yes (if yes, please complete Minority/Women Business Enterprise form)

Submitter is subject to licensing or certification:

(X) No () Yes (if yes, submit a copy of your current license/certification)

Number of years the submitter has been providing this service: 12 years

Kuehl Enterprises LLC

PO Box 642
Humboldt, AZ 86329
(928) 899-4339
fax: (928) 632-1104
e-mail: MLKuehl@aol.com

March 11, 2008

Ms. Bethany Beck, Manager
Town of Payson Housing Program
303 N. Beeline Highway
Payson, AZ 85541

Dear Bethany:

You asked me to provide you a revised outline of housing strategy tasks that could be completed for the currently-budgeted \$20,000. The attached schedule of tasks will result in a Phase I Background Report and Goals that describes and defines housing conditions in the Town of Payson. This report will also serve as the basis for and include broad goals to address identified housing availability, variety and affordability conditions. I have revised the schedule to reflect an April start date.

Pending funding and needed approvals, Phase II – Specific Strategies and Actions would include the following tasks:

- Projected demographics and housing needs by type and cost – 2013, 2018, and 2023
- More detailed explanation of the relationship between housing opportunities, local employers, services, economic growth and community health relative to possible activities.
- Inventory of vacant land and redevelopment options categorized by price and by density (low, medium, high)
- Identification of realistic resources and additional/new housing assistance and programs specific to the populations identified in the Phase I Background Report.
- Additional detail added to the draft housing continuum that reflects Payson's housing inventory and identifies deficiencies in the continuum
- Additional detail, specific to activities regarding the implications of each of the above elements on the development of housing policy
- Work with Town staff and the Housing Advisory Commission to develop a step-by-step action plan, including goals and objectives to address the identified housing deficiencies.
 - Utilizing the housing continuum and identified conditions along the continuum, a menu of potential objectives and related actions will be developed.
 - KELLC will facilitate the Commission to identify short-term (1 to 3 years) and long-term (3 or more years) objectives to meet each goal as well as actions related to each.
 - KELLC will facilitate the development of the first annual action plan, including step-by-step and/or parallel tasks necessary to successful implementation.

Finally, you requested an estimate of expenses to complete Phase II. While the specific scope of services for Phase II will be better defined through the completion of Phase I, I anticipate that the Phase II cost will not exceed \$30,000. Please let me know if you require additional information or would like to schedule a time for me to meet with the Housing Commission and/or Town Council.

Sincerely,

Martina Kuehl
Manager

Training, Facilitation, Strategic Planning, Consulting Services
Affordable Housing, Revitalization, Organizational Development

	Task	Proposed Timeline
A.	<p>Comprehensive Housing Inventory - Number and type of existing housing units.</p> <p><i>Compilation and analysis of Census 2000 and permit/ completion/ demolition data from the Town.</i></p> <p><i>*Staff/CAAG to provide permit data in excel spreadsheet format.</i></p>	April – August 2008
	<p>Comprehensive Housing Inventory - Cost of Renting.</p> <p><i>Apartment rental survey and point-in-time non-apartment unit survey.</i></p> <p><i>*Staff to identify apartment complexes located within Town limits and provide any data or information for units that may be subsidized.</i></p>	June 2008
	<p>Comprehensive Housing Inventory - Cost of Owning.</p> <p><i>Compilation and Analysis of Multiple Listing Service Information.</i></p>	April – August 2008
	<p>Comprehensive Housing Inventory - Number of housing units owned as second homes</p> <p><i>Analysis of registered rental unit data provided by Gila County Assessor's office. Overlay this data with Census 2000, permit data, and HMDA data.</i></p> <p><i>*Staff to secure registered rental unit data from Assessor's Office.</i></p>	May – August 2008
B.	<p>Community demographic profile, including age, household size, income characteristics and the relationship of each of these characteristics to the housing stock.</p> <p><i>Narrative, charts and tables.</i></p>	April – August 2008
C.	<p>Projected demographics and housing needs by type and cost – 2013,2018, and 2023.</p> <p>Three demographic scenarios will be generated and will include housing needs by age, household size and income category, with cost, tenure and supportive community amenities described in the accompanying narrative.</p>	Phase II – not included in this scope of services
D.	<p>Comparison of current wages to housing opportunities</p> <p><i>Workforce gap analysis by primary occupations and/or industries using Arizona Workforce Informer or other secondary data source.</i></p>	September 2008
E.	<p>Input from nine local employers (three large, three medium, three small) regarding the workforce housing situation</p> <p><i>Individual and/or collective meetings.</i></p> <p><i>*Staff to assist with arranging meetings and meeting space.</i></p>	May – June 2008
F.	<p>Explanation of the relationship between housing opportunities, local</p>	September 2008

	Task	Proposed Timeline
	employers, services, economic growth and community health <i>Broad and basic discussion of relationship between housing and the economy.</i> <i>To be expanded in Phase II.</i>	
G.	Inventory of vacant land and redevelopment options categorized by price and density. Use visual and written presentation of how different densities and related redevelopment options could impact housing availability and affordability.	Phase II – not included in this scope of services
H.	Existing housing assistance and programs, and the populations they serve <i>Create a table summarizing housing assistance and programs for various income levels and populations.</i>	June – August 2008
I.	Draft a housing continuum that reflects community demographics and housing inventory. <i>To be expanded in Phase II.</i>	September – October 2008
J.	Outline the implications of each of the above elements on the development of housing policy <i>Summarize existing housing conditions.</i> <i>To be expanded in Phase II.</i>	September – October 2008
K.	Work with Town staff and the Housing Advisory Commission to develop a step-by-step action plan, including goals and objectives to address the identified housing deficiencies. <i>Facilitate the development of goals to address identified housing conditions.</i>	November 2008
L.	Identify realistic resources required to implement the action plan	Phase II – not included in this scope of services
M.	Prepare an executive summary of the needs assessment.	November 2008
	Meet twice with the Housing Commission – 1) kick-off discussion and 2) interim status.	April 2008 and TBD

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**AGREEMENT
BETWEEN KUEHL ENTERPRISES LLC
AND THE TOWN OF PAYSON
FOR PROFESSIONAL SERVICES IN CONNECTION WITH
HOUSING STUDY AND STRATEGIC PLAN**

THIS AGREEMENT entered into this ___ day of _____, 2008 by and between KUEHL ENTERPRISES LLC, PO Box 642, Humboldt, AZ 86329 (hereinafter referred to as the "Housing Consultant" or "HC") and the Town of Payson, a municipal corporation, located at 303 North Beeline Highway, Payson, Arizona 85541 (hereinafter referred to as "Client") (collectively "the Parties").

RECITALS

- A. Client desires to engage HC to provide professional services; and
- B. Client finds that the proposed Scope of Services and terms of this Agreement are acceptable; and
- C. HC desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, based upon the mutual promises, covenants and conditions herein contained, the Parties do hereby agree as follows:

Section 1. Terms and Conditions

- A. Engagement of HC. Client hereby engages HC and HC hereby agrees to perform the professional services as set forth herein.
- B. Scope of Services. HC shall perform, in a proper and professional manner, the services set forth in the Scope of Services, marked Exhibit "A", attached hereto, and by this reference incorporated herein as though set forth in full at this point. The work is generally described as:

A housing needs assessment and strategic plan in a format that allows the Housing Advisory Commission of the Town of Payson to create a multi-phase plan to improve and expand the housing inventory within Town boundaries.
- C. Time for Completion. The housing needs assessment and strategic plan as defined in Attachment "A", Scope of Services, shall be completed within approximately 300 calendar days from date of execution of this contract.
- D. Extra Services. HC shall provide extra services, not specifically called for in Exhibit "A", Scope of Services, upon written request or authorization of the

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Client at a fee to be determined at the time of the request. However, it is the intent that the Scope of Services, with modifications by HC in the Special Provisions, if any, is complete and sufficient to accomplish the purposes of this Agreement.

E. Changes. If Client has requested modifications or changes in the extent of the Scope of Services, the time of performance of the services of HC and the compensation therefore shall be adjusted appropriately and shall be incorporated in written amendments to this Agreement. Notwithstanding the foregoing, HC shall perform no modification, changes or additional work, except as and until authorized in writing by Client to do so.

F. Fees. Client shall pay HC, for the services set forth in Exhibit "A", Scope of Services, a fixed fee of Twenty Thousand and 00/100 (\$20,000) for Phase I and an amount not to exceed Thirty Thousand and 00/100 (\$30,000) for Phase II.

G. Payment. HC will submit to Client invoices based on a percentage of work completed along with all reimbursable expenses incurred. Client will be responsible for paying the invoice in full within thirty (30) days of receipt. If Client fails to make any payment due HC for services performed as set forth in Exhibit "A", Scope of Services, within thirty (30) days after receipt of HC's bill therefore the amounts due HC shall include a charge at the rate of 1.50% per month from said day; and in addition HC may suspend services under this Agreement until it has been paid in full all amounts due it for services and expenses. HC shall be entitled to actual costs for remobilizing on any work suspended for thirty (30) days or more on account of non-payment or a substantial portion of the fee within the time prescribed in this Agreement.

H. Ownership and Re-Use of Documents. All documents, including original drawings, estimates, specifications, field notes, inspection reports, testing results, record drawings and data are and shall be the property of the Client, and shall be provided to the Client upon request during the term of this Agreement, and without demand at the conclusion of this Agreement. Client will not reuse the documents for any other project unless HC has given written authorization to do so.

I. Delays Beyond the Control of HC. It is agreed that events which are beyond the control of HC may occur which may delay the performance of the Scope of Services of this Agreement. In the event that the performance of the Scope of Services by HC is delayed beyond its control, HC shall notify, in writing, the Client of such delay and the reason therefore, and Client shall extend the time of performance appropriately.

J. Liability of HC. HC shall be liable only for damage caused by negligence of it, its employees, sub-consultants or subcontractors. HC shall notify Client of the engagement of any and all subcontractors or consultants, and client shall have

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sufficient and adequate opportunity to review the qualifications of such subcontractors or consultants, and shall have the right to approve or disapprove their engagement. Client requires subcontractors or consultants of HC to provide appropriate certificates of insurance to the client prior to their performing of any work relating to this Agreement.

K. Problems. Any problems relating to the services provided herein are to be brought to the attention of HC as soon as encountered and, if possible, before HC incurs any obligations. HC reserves the sole right to correct any errors it is responsible for, including, but not limited to, the selection of a subcontractor or sub-consultant and the negotiation of fees.

L. Indemnification. To the fullest extent permitted by law, HC shall, indemnify and hold harmless the Client, its agents, officers, officials and employees from and against all tortuous claims, damages, losses and expenses (including but not limited to reasonable attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions of HC, its agents, employees, or any tier of HC's sub-consultants in the performance of this Agreement. HC's duty to hold harmless and indemnify the Client, its agents, officers, officials and employees shall arise in connection with any tortuous claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any HC's negligent acts errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of HC, any tier of HC's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services HC may be legally liable.

The amount and type of insurance coverage requirements set forth in Paragraph N herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

M. Insurance. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Client, constitute a material breach of this Agreement.

HC's insurance shall be primary insurance as respects to the Client, and any insurance or self-insurance maintained by the Client shall not contribute to it.

HC shall comply with the claim reporting provisions of the insurance policies and not cause any breach of an insurance policy warranty that would affect coverage afforded under the insurance policies to protect the Client.

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The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Client, its agents, officers, officials and employees for any claims arising out of HC's negligent acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Client under such policies. HC shall be solely responsible for the deductible and/or self insured retention and the Client, at its option, may require HC to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the Client, its agents, officers, officials and employees as Additional Insureds.

Required Coverage

General Liability.	\$1,000,000 / occurrence; \$2,000,000 aggregate.
Professional Liability	\$1,000,000 per claim.

Prior to commencing work or services under this Agreement, HC shall furnish the Client with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by HC's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(ies) required by this Agreement is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of HC's work or services as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to the Client fifteen (15) days prior to the expiration date.

N. Termination of Agreement. This Agreement may be terminated by either Party at any time upon thirty (30) days prior written notice to the other Party. Upon such termination, Client shall pay HC all monies owed under this Agreement for all work performed up to the effective date of termination. In the event of such cancellation, all work performed by HC up to that time, including but not limited to field information, studies and rough or final drafts of working papers, shall be delivered to the Client by HC. Unless sooner terminated, this Agreement shall terminate fourteen (14) calendar days after completion of the work included in the Scope of Services.

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O. Publicity. No information relative to the Scope of Services shall be released by HC for publication, advertising, or for any other purpose without the prior written approval of the Client.

P. Non-Appropriation. Nothing herein shall be construed as obligating the Town to expend or as involving the Town in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work.

Q. Entire Agreement. This Agreement, with attachments, represents the entire understanding between Client and HC in respect to the Scope of Services, all prior understanding and agreements are merged herein and this Agreement may only be modified by an instrument in writing executed with the same formalities as this instrument.

R. Successors and Assigns. Client and HC each binds himself and his partners, successors, executors, administrators and assigns to the other party to this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither Client nor HC shall assign, sublet or transfer its interest in this Agreement without the written consent of the other; however, HC may employ others to assist it in carrying out its duties under this Agreement. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and HC.

S. Dispute Resolution. This Agreement shall be governed and construed in accordance with the internal laws of the State of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38-511, the terms of which are incorporated herein, and which provides for cancellation of contracts by the municipality for certain conflicts of interest. With the written consent of both Parties, any dispute, controversy, claim, or cause of action arising out of or related to this Agreement may, but in no event need, be settled by submission to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501, et seq. Judgment upon any award rendered by the arbitrator(s), if filed in Arizona Superior Court, shall be filed in the Superior Court of Gila County, Arizona; or any such dispute, controversy, claim, or cause of action may be litigated in the Superior Court of Gila County, Arizona. The venue for any such dispute shall be Gila County, Arizona, and both Parties consent in advance to such venue and jurisdiction and waive any right to object that Gila County is an inconvenient or improper forum based upon lack of venue. Neither Party shall be entitled to recover from the other party any of its attorneys' fees, costs, or expert witness fees incurred in any such dispute, controversy, claim, or cause of action, but each party shall bear its own attorneys' fees without contribution from the other party, whether the same is resolved through arbitration, litigation in a court, or otherwise.

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WITNESS WHEREOF, HC and Client have executed this Agreement on the day and year first above written.

Town of Payson
303 N. Beeline Highway
Payson, AZ 85541
Telephone: (928) 474-5242
FAX: (928) 472-7490

By: _____ Attest: _____
Mayor Town Clerk

A DYE DESIGN, Inc.
99 E. Virginia Avenue #175
Phoenix, AZ 85004
Telephone: (602) 234-2111

By: _____

Title: _____

APPROVAL AS TO FORM

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The Town of Payson Legal Department has reviewed this agreement and approved it as to form. When reviewing this agreement for form, the Legal Department considers whether the following situations have been addressed:

Identification of parties;

Offer and acceptance;

Existence of Agreement consideration (we do not review to determine if consideration is adequate);

That certain provisions specifically required by statute are included (i.e., provisions concerning non-availability of funds and conflict of interest, A.R.S. § 38-511).

We have not reviewed the agreement for other issues. Therefore, approval as to form should not be considered as approval of the appropriateness of the terms or conditions of the agreement or the underlying transaction. In addition, approval as to the form should not be considered approval of the underlying policy considerations addressed by the Agreement.

Dated this _____ day of _____, 2007.

By _____
Samuel I. Streichman, Town Attorney

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EXHIBIT 'A'
SCOPE OF SERVICES