

1 BILL NO. S-20-12-10

2 SPECIAL ORDINANCE NO. S-_____

3 AN ORDINANCE approving the awarding of
4 CONTRACT FOR A HOUSING MARKET STUDY -
5 (NOT TO EXCEED \$65,500) between the City of Fort
6 Wayne, Indiana, by and through the COMMUNITY
DEVELOPMENT DIVISION and ZIMMERMAN/VOLK
ASSOCIATES, INC.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
8 THE CITY OF FORT WAYNE, INDIANA;

9 SECTION 1. That CONTRACT FOR A HOUSING MARKET STUDY
10 between the City of Fort Wayne, by and through the COMMUNITY
11 DEVELOPMENT DIVISION and ZIMMERMAN/VOLK ASSOCIATES, INC. for,

12 contract for specialized housing market potential analysis;
13 involving a total cost of not to exceed SIXTY FIVE THOUSAND FIVE HUNDRED
14 AND 00/100 DOLLARS - (\$65,500.00) all as more particularly set forth in
15 CONTRACT FOR A HOUSING MARKET STUDY which is on file in the Office of
16 the Department of Purchasing, and is by reference incorporated herein, made a
17 part hereof, and is hereby in all things ratified, confirmed and approved.
18

19 SECTION 2. That this Ordinance shall be in full force and effect from
20 and after its passage and any and all necessary approval by the Mayor.
21

22
23 _____
24 Council Member

25 APPROVED AS TO FORM AND LEGALITY

26
27
28 _____
29 Carol Helton, City Attorney
30

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is effective as of 16 December 2020, and is made by and between Zimmerman/Volk Associates, Inc. a New Jersey company with a business address of P.O. Box 4907, Clinton, New Jersey 08809 ("Consultant"), and the City of Fort Wayne, Indiana with a business address of 200 E. Berry St., Suite 320, Fort Wayne, Indiana 46802 ("Client"). Consultant and Client are sometimes individually referred to as a "Party" or collectively as the "Parties."

Recitals

- A. Consultant is a consulting firm providing specialized housing market potential analysis services and deliverables to various clients.
 - B. Consultant and Client desire to enter into an agreement to set forth the terms and conditions pursuant to which Consultant will provide certain services (the "Services") and produce certain Deliverables (as defined below) to Client.
 - C. Consultant is willing to perform the Services and/or produce the Deliverables set forth herein for Client under the terms and conditions set forth in this Agreement.
1. **INTERPRETATION AND INTENT.** The "Agreement", as referred to herein, shall mean this Agreement executed by Client and Contractor, Client's Request for Proposal for Housing Market Study dated 8 November, 2020 attached hereto and incorporated herein by reference as Exhibit A, Contractor's Proposal for Housing Market Study dated 20 November, 2020 a copy of which is attached hereto and made a part hereof as Exhibit B, and any written supplemental agreement or modification entered into between Client and Contractor, in writing, after the date of this Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Client and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Client or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both Client and Contractor.

In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of Client or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to Client, shall govern.

This Agreement shall include and incorporate by reference, any provision, covenant or condition required of provided by law or by regulation of any state of federal regulatory or funding agency.

2. **DUTIES OF CONTRACTOR.** Consultant shall provide the Services in attached Exhibit B in accordance with one or more Scopes of Work (each an "SOW") which shall be agreed upon and executed by the Parties. Each SOW shall set forth the specific Services to be provided, the written materials, if any, to be produced by Consultant or its subcontractors and provided to Client in connection with the performance of the Services (the "Deliverables"), the time period for the performance of the applicable SOW engagement and the fees to be paid by Client to

Consultant. In the event of a conflict between the terms set forth in a SOW and the terms of this Agreement, the SOW shall control.

The Parties may subsequently agree to have Consultant provide additional Services and/or Deliverables in additional sequentially numbered SOWs for additional compensation upon which the Parties shall agree, and which additional services shall be subject to the terms of this Agreement.

3. **COMPENSATION.**

Contractor shall furnish the Services listed (including all labor, materials and supplies) in accordance with the conditions of the Agreement for a total amount not to exceed Sixty-five thousand, five hundred and 00/100 Dollars (\$65,500), and as described in Exhibit C attached hereto and made a part hereof.

Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to Client. Client will pay Contractor within thirty (30) days after receipt of such properly itemized claim forms.

Client shall reimburse Consultant for all reasonable and necessary direct expenses incurred by Consultant in the performance of Consultant's duties under this Agreement which have been pre-approved by Client. Such expenses shall be itemized, substantiated, and invoiced to Client pursuant to this section 3.

4. **STANDARD OF CARE. PERFORMANCE OF EMPLOYEES.** Consultant will perform the Services timely, competently and consistent with generally recognized industry standards and practices for similar services. Consultant will comply with all applicable federal, state and local laws, rules and regulations in the performance of Services. Consultant understands and accepts the nature and scope of the Services to be performed under the Agreement and all schedules of performance. The employees and agents of Consultant assigned to the performance and delivery of the Services possess the skill, knowledge, training and experience to competently perform the Services so assigned. Consultant's employees and agents (including contractors, subcontractors and licensees) shall maintain such licenses, permits, qualifications and approvals as are required to perform the Services under this Agreement and shall provide copies thereof to Client upon request.

5. **CHANGE IN SCOPE.** Any change in the Scope of Services by Consultant will be subject to approval by Client and the negotiation of and agreement to any changes in compensation because of such change in the Scope of Services.

6. **COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, rules and regulations in connection with this Agreement and the performance and delivery of the Services including, without limitation, non-discrimination in employment practices, safety in the work place (including the Occupational Health and Safety Act of 1979, as amended.) any copyright, patent or trademark law, and the laws, ordinances, codes, rules and regulations of all governmental units and agencies having jurisdiction over the Scope of Services. Non-compliance with any of the foregoing by Consultant shall constitute a breach of this Agreement. Consultant shall indemnify, defend and hold harmless the Client and

their respective officers, directors, employees, members, representatives, agents, departments and divisions from any and liabilities, fines, penalties and consequences arising from and violation of or non-compliance with any of the foregoing laws, ordinances, codes, rules and regulations.

7. **FORCE MAJEURE.** Consultant shall not be liable for delays or failures in performance as a result of acts beyond Consultant's control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, acts of civil or military authority, national emergencies, work stoppages, fires, floods, interruption or malfunction of computer facilities, loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor disputes or shortages, which could not have been prevented by Consultant by the exercise of reasonable care (each, a "Force Majeure Event"). Within twenty-four (24) hours of an occurrence of a Force Majeure Event, Consultant shall notify Client by e-mail which shall include an explanation of circumstances causing the Force Majeure Event. The time for the performance of the Services will be delayed by the period of such delay, provided Consultant is exercising due diligence to avoid or remove the cause for such non-performance and to continue the performance and delivery of the Services hereunder with reasonable dispatch. In the event such Force Majeure Event shall have occurred and continues for a period of 60 days, Client shall have the option to terminate this Agreement, effective immediately, upon written notice to Consultant.
8. **CONFIDENTIALITY.** Consultant understands and agrees that in the performance of the Services under this Agreement, Consultant may have access to or be provided confidential information that is owned or controlled by Client and that such information may contain confidential or proprietary data, discussion, documents or other information, the disclosure of which by Consultant could be damaging or detrimental to Client. Consultant shall not, during the Term or at any time thereafter, disclose to any third party any Confidential Information without the written consent of Client and, if consent is so provided, the disclosure by Consultant shall be only within the limits and to the extent of Client's consent.
9. **SUBCONTRACTING.** The Services will be performed by employees of Consultant using resources available within Consultant's organization. No portion of the Services to be performed will be subcontracted without the prior written consent of Client, unless expressly permitted under this Agreement.
10. **WORK PRODUCTS.** Unless otherwise stated herein, all materials, data, information and written, graphic or other work produced under the Agreement (together, the "Work Product") shall be the sole property of Client. If Consultant retains ownership of any portion of the Work Product as provided herein, such portion of the Work Product so retained is subject to the unqualified and unconditional right of Client to use, reproduce, publish, display and make derivative use of all such work, or any portion thereof, without charge and for any manner or purpose, following the payment of the Fee to Consultant. If any such work is subject to copyright, trademark, service mark or patent, Consultant hereby grants to Client a perpetual, royalty-free, non-exclusive and irrevocable license to use, reproduce, publish, use in the creation of a derivative work, display and perform the work, or any portion thereof.
11. **RELATIONSHIP OF PARTIES.** At all times during the Term, Consultant shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Consultant

performs and delivers the Services under this Agreement. Consultant shall be liable for its own acts and omissions and the acts and omissions of its employees, contractors, subcontractors, representatives and agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between Client and Consultant. Consultant shall have no claim hereunder or otherwise against Client for vacation pay, paid sick leave, retirement benefits, social security, worker's compensation, health, disability, unemployment or any other insurance benefits, or other employee benefits of any kind.

12. **NO AGENCY.** Except as specified in writing by Client, Consultant shall have no authority, express or implied, to act as agent on behalf of Client; nor shall Consultant have any authority, express or implied, to bind Client to any obligation whatsoever.
13. **PAYMENT OF TAXES AND OTHER EXPENSES.** Payment of any sales, use or other taxes to which this Agreement, the Services are subject shall be the obligation of Consultant.
14. **LIABILITY OF CLIENT.** Notwithstanding any provision of this Agreement to the contrary, the Client shall not be liable, in connection with any claim based in contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to lost profits or revenues, arising out of or in connection with this Agreement or with the Services performed and delivered in connection with this Agreement.
15. **E-VERIFY AFFIDAVIT.** Pursuant to Indiana Code 22-5-1.7, Consultant agrees to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program, unless such Program no longer exists. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, as thereafter amended. The undersigned, on behalf of Consultant being first duly sworn, deposes and states that Consultant does not knowingly employ any unauthorized alien.
16. **INSURANCE.** Consultant will maintain insurance coverage for Professional Liability, Comprehensive Liability, Worker's Compensation and Automobile Liability in amounts which are the greater of (a) legal requirements, (b) Consultant's business requirements or (c) Client's requirements for each such form of coverage. Such insurance coverage shall be primary insurance coverage and any self-insurance or insurance maintained by Client shall be in excess of Consultant's insurance and shall not contribute to Consultant's coverage. All such insurance shall name Client as additional insureds thereon and shall require 30 days prior written notice to Client from the applicable insurer in the event of termination, modification, cancellation or non-renewal. Consultant shall annually provide Client with Certificates of Insurance evidencing Consultant's compliance with the foregoing insurance coverage requirements.
17. **INDEMNITY.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend Client from and against all liability, losses, damages, costs and expenses (including, without limitation, legal costs and reasonable attorneys' fees) arising out of Consultant's performance and delivery of the Services and Consultant's failure to perform or comply with any of Consultant's covenants and obligations under this Agreement, except to the extent such damage or loss is directly and proximately caused by the sole gross negligence or willful misconduct of Client hereunder. The covenants of indemnity made by Consultant hereunder shall survive the expiration or earlier termination of this Agreement.

18. **NON-DISCRIMINATION.** In the performance of this Agreement, Consultant shall not discriminate against any person on the basis of race, color, religion, creed, gender, age, disability or medical condition, national origin, veteran status and all other categories protected by federal, state and local anti-discrimination laws.
19. **ASSIGNMENT.** Neither this Agreement nor the performance of any of Consultant's rights or obligations hereunder may be assigned by Consultant without the prior written consent of Client. This Agreement shall be binding upon and inure to the benefit of any permitted assign.
20. **TERM.** The term of this Agreement shall commence upon execution hereof by Client and Consultant and shall continue for a period of one (1) year or such time that the delivery of the Services as provided in Section 2 has been complete, whichever is the first to occur (the "Term").
21. **TERMINATION.** At any time during the Term, with or without cause, Client may terminate this Agreement upon seven (7) days advance written notice to Consultant. Client may also terminate this Agreement immediately upon notice to Consultant in the event of a material breach of this Agreement by Consultant, as determined by Client. In the event of any such termination Client's obligation to Consultant shall be limited to payment of permitted costs incurred by Consultant prior to the date of termination and any additional costs directly incurred by Consultant in effecting such termination as determined by Client.
22. **AUTHORITY.** The persons signing this Agreement on behalf of each party to this Agreement represent and warrant that they are duly authorized and empowered by such party to execute this Agreement and to bind such party to its respective obligations hereunder.
23. **TRADEMARKS AND LOGOS.** Consultant shall not use any of Client's trademarks or logos without first obtaining Client's consent. Any such consents by Client's shall terminate upon the expiration of the Term unless extended in writing by Client.
24. **INDIANA ACCESS TO PUBLIC RECORDS ACT.** Consultant acknowledges that Client is subject to the Indiana Public Records Act (I.C.I.C. 5-14-3 et seq) (the "Act") and that the Act requires Client to disclose certain records if requested by the public. Nothing contained in this Agreement shall prevent Client from fully and completely complying with the Act. Client reserves the right to disclose any information that Client, in its sole discretion, believes is subject to the Act or from complying with any public records request under the Act. The terms of this Section 21 shall survive the expiration or earlier termination of this Agreement.
25. **INVALID PROVISIONS.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the provisions shall remain in full force and effect to the extent allowed by law and the remaining provisions shall in no way be affected or impaired thereby.
26. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which may be deemed to be an original, but all of which together will constitute one and the same instrument.
27. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

28. **VENUE.** Any legal action or proceeding arising out of or related to this Agreement shall be instituted exclusively in a court of competent jurisdiction located in Allen County, Indiana and each party irrevocably submits to the exclusive jurisdiction of such courts.
29. **HEADINGS.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.
30. **CONFLICT OF INTEREST.** Consultant represents that no conflict of interest will be created under federal or state law by entering into this Agreement or in the performance and delivery of the Services hereunder.
31. **NOTICES.** Any notice or other communication required or permitted under this Agreement ("Notice") shall be in writing and given at the party's address first appearing in this Agreement. Either party may change the names of those to receive Notices by providing a Notice to the other party clearly providing the modified contact information. Notices shall be deemed given when: (a) personal service of the Notice is made on the party to be notified; (b) the Notice is mailed to the party to be notified by means of certified or registered U.S. mail, return receipt requested, postage prepaid; (c) or Notice is sent to the party to be notified by express courier such as "Federal Express", or other similar carrier guaranteeing next day delivery, fees prepaid.
32. **ENTIRE AGREEMENT; MODIFICATION; WAIVER; SEVERABILITY.** This Agreement and all exhibits and schedules attached hereto contain the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other written or oral discussions, negotiations, understandings or agreements between the parties regarding the subject matter hereof. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced.

This professional Services Agreement is dated on the _____ day of _____, 2020 but is effective as of the Effective Date.

The City of Fort Wayne, Indiana by and through
its Division of Community Development

Zimmerman/Volk Associates Inc.

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

Request For Proposals: Housing Market Study

Fort Wayne, Indiana

1. Introduction

a. Project overview

The City of Fort Wayne Community Development Division ("FWCD") is seeking proposals for a Housing Market Study ("Study") with emphasis on the Downtown area as well as several sub-areas of interest illustrated in the map attached as Exhibit A. Each of the sub-areas, including the downtown area represent market areas that will be analyzed independently while considering current and forecast market trends for the City, Allen County, and each sub-area. The purpose of the study is to understand the market for future housing development that meets the demands for market rate and affordable housing units. The study will also provide valuable information to guide public investment in both housing development as well as community amenities intended to meet goals for housing and neighborhood quality. The sub-areas generally represent the downtown core as well as older urban neighborhoods that have varying degrees of potential for supplying renovated and new housing. Emphasis of this Study should be placed on the adaptive re-use of existing non-residential structures and/or new construction of mixed-income and mixed-use developments.

The study area boundaries follow Census Tract and/or Block Group boundaries with the intent of facilitating demographic analysis. That said, the City anticipates that an early step in the project will involve refining the areas with guidance from the selected vendor. The City anticipates at least two distinct levels of analysis required for the sub-areas, with greater detail about optimal market mix by price and housing type delivered for the Downtown sub-area and the three southeast sub-areas. For the remaining sub-areas, a sufficient level of analysis will include an understanding of the consumer/household characteristics, price point dynamics for rental and ownership products, housing typology recommendations and absorption.

b. Fort Wayne

With a population of more than 260,000, Fort Wayne is the second largest city in Indiana and 76th largest nationally. Fort Wayne is the center of the 11-county Northeast Indiana region, which has a population of more than 783,000. The City is growing faster than peer communities like Cincinnati, Omaha, and Louisville, and the region has set an ambitious goal of reaching a population of one million by 2030.

Our unmatched sense of collaboration, cooperation, and determination sets us apart from others. Developers entering the market are impressed by our innate ability to work across organizations to overcome challenges in pursuit of community goals. We are all rowing in the same direction, which is no small feat for a city of a quarter-million people in a region of almost 800,000.

Recently ranked by [SmartAsset](#) among the Top Cities for First-Time Homebuyers, Fort Wayne boasts "*median annual housing costs in the area make up only about 18% of the median household income.*" An [affordable cost of living](#) is celebrated in Fort Wayne, but quality of life is an equally strong priority for local leaders; demonstrated by public-private partnerships like Parkview Field and Riverfront have transformed our downtown from a "place to leave" into a "place to live", and our approachable size permits broad access to world-class cultural attractions and amenities.

EXHIBIT A

Request For Proposals: Housing Market Study

Fort Wayne, Indiana

The products of our collective pursuit are perhaps most visible downtown, but the qualities that truly define day-to-day life in Fort Wayne lie in our strong and diverse neighborhoods. Anchored by parks, houses of worship, and schools, and connected by greenways, trails, and boulevards, our neighborhoods foster an intimacy that is difficult to find in larger cities.

c. Past Housing Studies

The City of Fort Wayne has been the subject of [several housing studies](#) over the past decades; several that focus on specific development opportunities and others that explore the market generally. This Study is intended to update a Downtown market analysis completed in 2014 and to understand the market demand in other neighborhoods of interest.

Past studies commissioned by FWCD have provided a foundation for decisions to invest in public-private partnerships that produce an array of housing options including market rate units for rent and sale; to deliver public improvements that enhance market dynamics for housing demand; and to invest in workforce-housing and other development projects designed to meet the needs of low-income households.

2. Project Description

The Study components are outlined below and apply to each of the market sub-areas. Within the project description, there are highlighted specifications that relate only to the Downtown and Southeast market sub-areas.

a. Study Areas

- i. Assist FWCD with refining study areas and market sub-areas. This includes defining a series of successively larger draw areas that are relevant in the context of the Study as well as advising on and describing the market areas that will be analyzed as part of the Study;
- ii. Draw area descriptions should include accessible and relevant details about the housing product type and pricing options available in each draw area;
- iii. For each market sub-area, describe the housing and quality of life features (coffee shop, trails, parks, shopping etc.) available to residents and include observations of relevant and contributing market factors influencing competitive market position in the context of the broader Fort Wayne housing market and among the sub-areas.
- iv. The sub-areas represented on Exhibit A are broadly defined as follows
Zone A – Downtown Fort Wayne
Zones B and C– Southeast neighborhoods are the subject of recent planning efforts that emphasize economic development and market-rate housing opportunities that balance recent trends for affordable housing construction;
Zone D – The rural Southeast area at the edge of the City limits represents an opportunity increase housing supply and reinforce the retail market on the south end of the City;

EXHIBIT A

Request For Proposals: Housing Market Study

Fort Wayne, Indiana

Zones E, F and G – These are established older neighborhoods that identify in varying ways as connected to Downtown Fort Wayne while also maintaining an independent character and brand.

b. Demographics

- i. Identify and analyze draw area demographics that are relevant to assessing market strength and potential for meeting demand within the sub-areas collectively and individually;
- ii. Study area demographics for the City of Fort Wayne as well as the individual sub-areas should include estimated population, median age, household composition, household tenure, income and size.

c. Market activity

- i. The emphasis of the Study is to understand potential market demand, at the sub-area level, for housing products and to further understand how the sub-areas can be positioned to compete with new construction in the local market. As such the consumer/ household preference should be evaluated in the context of renovated to new condition; adaptive reuse new construction scenarios. For sub-area zones D, E, F and G, the market research work should summarize demand with enough quantified segmentation to inform the types and price points that can be supported over the next several years. For sub-area zones A, B and C, the market research should also provide details about new housing unit supply and recommendations for maximizing market competitiveness within each zone.
- ii. For Zones A, B, and C, describe trends in the local housing market including new construction, sales and rent price points, housing options by tenure and typology.
- iii. Consumer/ household profile classifications – provide insights as to consumer/ household characteristics that influence housing preferences and capacity or interest in renting or owning various housing products. This element of analysis should summarize capacity of the sub-area market to absorb different types of housing at different price points for multiple household income ranges.
- iv. Absorption forecast (5 years) for each sub-area that quantifies segmentation by unit type and price point.

d. Meetings, Field work and Final presentation

This Housing Market Study contemplates in-person and/or virtual meetings with the client and local stakeholders; a written report that presents methods, data summary tables; the narrative analysis of the housing market in each sub-area and recommendations for expanding the competitive position of Zones A through C; and a single presentation of findings and recommendations at the conclusion of the study.

3. Proposal Requirements

Responsive proposal will contain all of the requirements described in this section.

Firm Experience and Capabilities – Provide detailed information about company history, its primary business, management / organizational details, and specific experience in

EXHIBIT A

Request For Proposals: Housing Market Study

Fort Wayne, Indiana

the type and nature of services required in this solicitation. Provide links to examples of comparable or representative work produced by the firm.

Please discuss your ability to service Fort Wayne and your capability to complete the nature of services required in this solicitation within defined timeframes.

If your proposal includes affiliated firms or multi-disciplinary departments, please identify them and provide similar information for them as outlined herein.

Resume of Key Staff Relevant to the Requirements of this RFP – Include information regarding project managers and all key staffs' experience, education, affiliations, and awards.

References – Provide a minimum of two (2) references for similar work done in the State of Indiana and/ or comparable markets.

Project Approach – Provide a general description of the methodology that your firm would use in facilitating the nature of services required in this solicitation. If your methodology utilizes any special software packages and computerized systems, please provide an adequate description and summary of capabilities. The requirements described in section 2 (Project Description) are highly desirable although not necessarily mandatory.

Project Timing, Costing & Fees – Provide a general statement of your approach to project timing and costing (i.e. proposed schedule for project completion, fixed fees, hourly rate for key personnel, etc.).

4. Evaluation Criteria

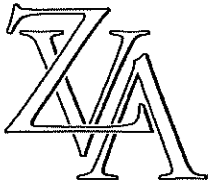
The FWCD selection team will use the following criteria, weighted as shown, to select firms to participate in subsequent negotiations for this project.

- a. Firm Experience and Capability – this includes qualifications of personnel assigned to the Study (35%)
- b. Proposed approach and methodology (30%)
- c. Proposed schedule, cost and fees (20%)
- d. Relevant experience in comparable markets (10%)
- e. Completeness of the Submission (5%)

5. Selection schedule (subject to change)

- | | |
|--|--------------------|
| a. RFP released | 11/04/2020 |
| b. Proposals due | 11/20/2020 |
| c. Proposal review and firm interviews | 11/23 - 12/08/2020 |
| d. Selection | 12/01/2020 |

EXHIBIT B



ZIMMERMAN/VOLK ASSOCIATES, INC.

Post Office Box 4907

Clinton, New Jersey 08809

908 735-6336

info@ZVA.cc • www.ZVA.cc

Residential Market Analysis Across the Urban-to-Rural Transect

PROPOSAL BIDDING ALL OR NONE

For

A Housing Market Analysis

For

Allen County, the City of Fort Wayne,
And Seven Study Areas
Allen County, Indiana

November 20, 2020

EXHIBIT B

PROPOSAL: A HOUSING MARKET ANALYSIS
Allen County, Indiana, City of Fort Wayne and Seven Study Areas
November 20 2020

Page 2

INTRODUCTION

This document outlines the scope of work designed to establish the depth and breadth of the potential market for new housing units, added through new construction and/or the adaptive re-use of existing non-residential structures, within Allen County, the City of Fort Wayne, and within seven target area zones within the city. (The map on the following page shows the proposed boundaries of the target zones.)

The study will cover the following:

- Allen County in its entirety
- City of Fort Wayne in its entirety
- Downtown Fort Wayne Update (Zone A)
- Southeast Fort Wayne Analysis (Zone B)
- Southeast Fort Wayne Analysis (Zone C)
- Individual Short-Form Analyses: Zones D, E, F and G

The scope of services will determine:

- Geographic areas for analysis: the study areas (Allen County, the City of Fort Wayne, and the target study zones); the draw areas (where the potential renters and buyers of new and existing housing units in Allen County, the City of Fort Wayne, and the target study zones are likely to move from); and the Allen County/Fort Wayne market area (the housing market context; relevant existing rental and for-sale housing units that represent alternatives to new housing in the county/city).
- Target markets. Who currently lives in the draw areas and what they are like, and who would be likely to move within or to the county, the city, and to the seven study area zones.
- Market potential. How many are likely to move within or to the county, the city, and to the seven study area zones if appropriate housing units were to be made available (depth and breadth of the market).
- Optimum residential mix. What the housing preferences are in aggregate (rental or ownership, multi-family or single-family, by income) of the target markets for new housing in the county, the city, and the seven study area zones.
- Optimum market position. What the rents and prices would be for both market-rate and affordable/workforce housing in the Downtown Study Area (Zone A) and in the Southeast Fort Wayne Study Areas (Zones B and C).
- Absorption forecasts. How many, and what type of new dwelling units can be leased or sold within the county, the city and the seven study area zones in specific over the next five years.

EXHIBIT B

PROPOSAL: A HOUSING MARKET ANALYSIS
Allen County, Indiana, City of Fort Wayne and Seven Study Areas
November 20 2020

Page 3

TARGET AREA PROPOSED BOUNDARIES

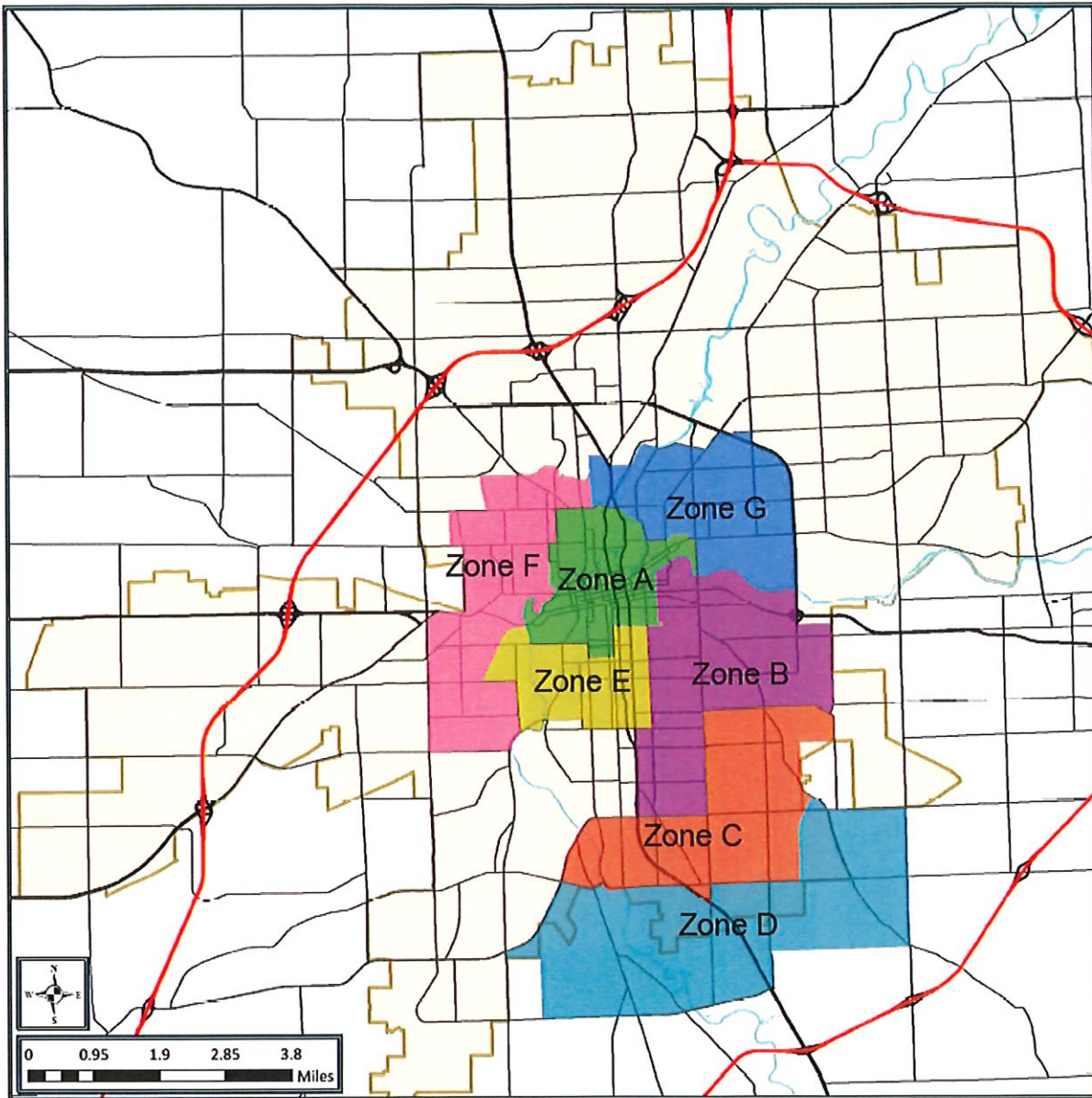


EXHIBIT B

PROPOSAL: A HOUSING MARKET ANALYSIS
Allen County, Indiana, City of Fort Wayne and Seven Study Areas
November 20 2020

Page 4

SCOPE OF SERVICES

This analysis would be conducted in four phases, outlined as follows.

PHASE ONE: PROJECT INITIATION

TASK 1—DATA COLLECTION

The client will provide any previous relevant studies and base maps, if any, for the county and the city and for each study area zone.

TASK 2—CLIENT MEETING

A Zimmerman/Volk Associates principal will meet with appropriate City personnel and/or stakeholders via Zoom to review the objectives of the study and the methodology to be employed in the analysis. A key goal of the meeting will be to ensure that Zimmerman/Volk Associates possesses all pertinent data relative to the county and the city as a whole.

TASK 3— EVALUATION OF THE STUDY AREAS

Zimmerman/Volk Associates will conduct a remote field analysis of the study area zones—using virtual touring tools such as Google Maps, Street View, and Google Earth Pro historical imagery—to understand any changes, current conditions, surroundings and adjacencies, and the current housing context. Residential market activity within areas germane to the city and county will be evaluated.

TASK 4— INTERVIEWS

Representatives of neighborhood organizations, real estate professionals (brokers, sales agents, leasing managers, developers, builders, bankers, City personnel, residents) and other stakeholders familiar with the nuances of the Fort Wayne market area will be interviewed for their opinions on county-wide, city-wide, and individual study area zone boundaries, challenges and opportunities.

TASK 5— TARGET ZONE REFINEMENT

Based on field analysis, stakeholder interviews, and in conjunction with the City, Zimmerman/Volk Associates will verify or refine the boundaries of the individual study area zones that are to be analyzed.

EXHIBIT B

PROPOSAL: A HOUSING MARKET ANALYSIS
Allen County, Indiana, City of Fort Wayne and Seven Study Areas
November 20 2020

Page 5

PHASE TWO: DATA COMPILATION

TASK 6—BASE DATA COMPILATION

Census and American Community Survey files will be used to compile the base data for analysis.

Base data to be compiled for Allen County, the City of Fort Wayne, and study area zones, will include, but not necessarily be limited to:

- Number of households; estimated population; median population age; median household income; ethnicity; number/percent of one- and two-person households; number/percent of married couples with children under 18; number/percent of single parents with children under 18; percent college graduates; and employment breakdown (white-collar, blue-collar, service/farm).
- Significant characteristics of the existing housing stock, covering housing type (multi-family; single-family attached; single-family detached; mobile homes), tenure (rental/ownership), median year built, median housing value, number/percent vacant units.
- Current household classification by market group and lifestage (household cluster data from Claritas).
- Migration/mobility analysis (draw area delineation) covering the most recent five years of data available from the Internal Revenue Service and the most recent year available from the American Community Survey.

EXHIBIT B

PROPOSAL: A HOUSING MARKET ANALYSIS
Allen County, Indiana, City of Fort Wayne and Seven Study Areas
November 20 2020

Page 6

PHASE THREE: MARKET ANALYSIS

This section of the proposal covers the scope of work for an analysis of market potential, to analyze the current and potential residential market in Allen County, the City of Fort Wayne and the individual study area zones. The analysis will provide a determination of the target mix of housing types that should be provided to capitalize on and accommodate the forecast changes in household composition, housing and lifestyle preferences, and housing affordability across all income groups over the next five years.

STUDY METHODOLOGY

The market potential for rental and for-sale housing will be determined county-wide, city-wide and for each of the study area zones using Zimmerman/Volk Associates' proprietary target market methodology which uses the Claritas PRIZM PREMIER household clustering system to establish the optimum market position for residential development through cluster analysis of households living within designated draw areas.

This methodology was developed in response to the challenges that are inherent in the application of conventional supply/demand analysis to urban redevelopment, but has been effective in any geographic condition from urban centers to rural areas. Historically, many urban areas have experienced population loss; since conventional supply/demand analyses generally project the continuation of past trends, the projections of "demand" in urban areas are often minimal, if not negative. Supply/demand analysis ignores the potential impact of newly-introduced housing supply on settlement patterns, which can be substantial when that supply is specifically targeted to match the housing preferences and financial capabilities of the draw area households.

In contrast to supply/demand analysis, then—which is based on supply-side dynamics and baseline demographic projections—target market analysis can determine the depth and breadth of the potential market derived from the housing preferences and socio-economic characteristics of households in the defined draw area, even in locations where no close comparables exist.

TASK 7—DRAW AREA ANALYSIS

Migration trends (in-migration, out-migration and net migration) will be established for Allen County. Based on these migration trends, historical settlement patterns and other market dynamics, Zimmerman/Volk Associates will delineate the draw areas for housing in the city and the individual study area zones.

TASK 8—ANALYSIS OF RESIDENTIAL MARKET POTENTIAL

Housing market potential for Allen County and the City of Fort Wayne and for individual study area zone will be established, including:

- The depth and breadth of the potential housing market by tenure (rental and ownership), and by type (apartments, attached and detached houses).
- The composition of the potential housing market by household profile (with target household groups aggregated into three lifestages: younger singles/couples, traditional and non-traditional families, empty-nesters/retirees).

EXHIBIT B

PROPOSAL: A HOUSING MARKET ANALYSIS
Allen County, Indiana, City of Fort Wayne and Seven Study Areas
November 20 2020

Page 7

- Segmentation of the potential housing market by lifestage (younger singles/couples, traditional and non-traditional families, empty-nesters/retirees); by housing type (multi-family for-rent and for-sale, single-family attached and detached) and by income (0-30 percent, 30-60 percent, 60-80 percent, 80-100 percent, and above 100 percent of the Area Median Income (AMI)).

TASK 9—OPTIMUM COUNTY-WIDE AND CITY-WIDE RESIDENTIAL MIX

Based upon the aggregate results of the research and analysis, Zimmerman/Volk Associates will determine the optimum mix of rental and ownership units and housing types within both Allen County and the City of Fort Wayne. This includes:

- Identification of target household groups.
- Identification of the tenure and mix of general housing types (multi-family for-rent; multi-family for-sale; single-family attached for-sale; single-family detached for-sale) that are best matched to the target household groups.
- Market capture (absorption projections over the next five years by housing type (tenure; multi-family/single-family), by lifestage (younger singles/couples, traditional and non-traditional families, empty-nesters/retirees) and by income (0-30 percent, 30-60 percent, 60-80 percent, 80-100 percent, and above 100 percent of the Area Median Income (AMI)).

TASK 10—OPTIMUM RESIDENTIAL MIX BY INDIVIDUAL STUDY AREA

Based on evaluation of the strengths and weaknesses—including neighborhood amenities and housing stock characteristics, transportation access, and other relevant current conditions—as well as target market analysis and housing supply dynamics, the individual study area zones will be analyzed to determine market potential and will include:

- Identification of target household groups, and the rent and price ranges that correspond to their financial capabilities.
- Identification of the tenure and mix of general housing types (multi-family for-rent; multi-family for-sale; single-family attached for-sale; single-family detached for-sale) that are best matched to the target household groups.
- Market capture (absorption projections over the next five years by housing type (tenure; multi-family/single-family), by lifestage (younger singles/couples, traditional and non-traditional families, empty-nesters/retirees) and by income (0-30 percent, 30-60 percent, 60-80 percent, 80-100 percent, and above 100 percent of the Area Median Income (AMI)).

EXHIBIT B

PROPOSAL: A HOUSING MARKET ANALYSIS
Allen County, Indiana, City of Fort Wayne and Seven Study Areas
November 20 2020

Page 8

TASK 11—THE CURRENT CONTEXT

Compilation of the relevant housing data, including existing conditions as well as information, as available, on for-sale developments and rental properties.

TASK 12—UPDATE OF THE OPTIMUM MARKET POSITION FOR THE DOWNTOWN STUDY AREA (ZONE A), AND DETERMINATION OF THE OPTIMUM MARKET POSITION FOR SOUTHEAST FORT WAYNE (ZONES B AND ZONE C INDIVIDUALLY)

Target market housing preferences and financial capabilities will be correlated and analyzed in order to determine the optimum mix of housing types and optimum market position for new housing in the Downtown Study Area (Zone A), and in each of the Southeast Fort Wayne zones (Zone B and Zone C). Market recommendations will include:

- Housing types appropriate for new development within each study area, based on target household preferences and financial capabilities;
- Housing tenure mix (rental vs. for-sale);
- Building types;
- Unit configurations, sizes and mix preferred by the market;
- Market-entry base rents and base prices from the consumer perspective; and
- Annual market capture, over five years (absorption forecasts).

EXHIBIT B

PROPOSAL: A HOUSING MARKET ANALYSIS
Allen County, Indiana, City of Fort Wayne and Seven Study Areas
November 20 2020

Page 9

PHASE FOUR: PUBLICATION AND ADDITIONAL MEETINGS

TASK 13—PUBLICATION

The complete housing market study will be provided in print-compatible Adobe Portable Document File (.pdf) format for unlimited reproduction of the study, with findings presented in several volumes, with separate volumes for each study area zone:

- Explanatory text and key tables (in draft and final versions).
- An appendix containing detailed methodology and all statistical and target market data (final version).
- An appendix containing detailed descriptions of target market renters and buyers (final version).

TASK 14—PRESENTATION AND DISCUSSION OF FINDINGS

A principal of Zimmerman/Volk Associates will present the findings of the analysis, using PowerPoint, via Zoom or similar video platform to take place on a specified date after completion of the study. In addition to City representatives/stakeholders, this presentation can be made to a variety of stakeholders, including neighborhood organizations, bankers, the local press, real estate professionals, and other interested parties.

EXHIBIT C

PROPOSAL: A HOUSING MARKET ANALYSIS
Allen County, Indiana, City of Fort Wayne and Seven Study Areas
November 20 2020

Page 14

PROJECT TIMING

The draft study would be delivered approximately three months from acceptance of the proposal.

The final study would be delivered approximately two weeks from receipt of any comments, changes, or deletions.

PROFESSIONAL FEE

Zimmerman/Volk Associates invoices by the task, not by the hour.

The professional fee for the above-described scope of services is \$65,500

County-wide and City-wide analyses	\$20,000
Update of the Downtown Study Area (Zone A)	\$8,500
Southeast Fort Wayne Study Areas (Zones B and C), \$8,500 per study area zone	\$17,000
Zones D, E, F, and G, \$5,000 per study area zone	<u>\$20,000</u>
Total	\$65,500

No expenses are anticipated. Any expenses incurred—with prior approval of the client—would be re-billed at cost.

Weighted Bid Analysis and Evaluation
Heather

HOUSING MARKET STUDY PROPOSAL EVALUATION MATRIX

Sum of Percentages Must Equal 100%		Experience, Capabilities & Personnel	35%	Project Approach	30%	Schedule, Cost & Fees	20%	Relevant Experience In State of Indiana	10%	Completeness of Submission	5%	MAXIMUM TOTAL POINTS
		1 = Very Poor 2 = Poor 3 = Average 4 = Above Average 5 = Very Good		1 = Very Poor 2 = Poor 3 = Average 4 = Above Average 5 = Very Good		1 = Very Poor 2 = Poor 3 = Average 4 = Above Average 5 = Very Good		1 = Very Poor 2 = Poor 3 = Average 4 = Above Average 5 = Very Good		1 = Very Poor 2 = Poor 3 = Average 4 = Above Average 5 = Very Good		100
VENDOR												TOTAL POINTS
Zimmerman/Volk Associates	4.25	14.88	4.88	14.83	5.00	10.00	4.25	4.25	4.75	2.31	92.25	
HR&A	3.94	13.78	4.25	12.75	3.13	6.25	3.38	3.33	3.75	1.88	76.06	
Urban partners	4.00	14.00	4.13	12.33	3.75	7.50	2.88	2.83	4.75	2.38	78.25	
Baker Tilly	3.50	12.25	3.25	9.75	3.00	6.00	3.25	3.25	4.00	2.00	66.50	
Notes		Notes	Notes	Notes	Notes	Notes	Notes	Notes	Notes	Notes		
Selection Team:												

Weighted Bid Analysis and Evaluation
Heather

HOUSING MARKET STUDY PROPOSAL EVALUATION MATRIX

Sum of Percentages Must Equal 100%		Experience, Capabilities & Personnel	35%	Project Approach	30%	Schedule, Cost & Fees	20%	Relevant Experience In State of Indiana	10%	Completeness of Submission	5%	MAXIMUM TOTAL POINTS
		1 = Very Poor		1 = Very Poor		1 = Very Poor		1 = Very Poor		1 = Very Poor		
		2 = Poor		2 = Poor		2 = Poor		2 = Poor		2 = Poor		
		3 = Average		3 = Average		3 = Average		3 = Average		3 = Average		
		4 = Above Average		4 = Above Average		4 = Above Average		4 = Above Average		4 = Above Average		
		5 = Very Good		5 = Very Good		5 = Very Good		5 = Very Good		5 = Very Good		
VENDOR												TOTAL POINTS
Zimmerman/Volk Associates	4.25	14.88	4.88	14.83	5.00	11.01	4.25	4.25	4.75	2.38	92.25	
HR&A	3.94	13.78	4.25	12.71	3.13	6.29	3.38	3.38	3.75	1.88	76.06	
Urban partners	4.00	14.00	4.13	12.36	3.75	7.50	2.88	2.88	4.75	2.38	78.25	
Baker Tilly	3.50	12.25	3.25	6.75	3.00	6.00	3.25	3.25	4.00	2.00	66.50	
Notes		Notes		Notes		Notes		Notes				
Selection Team:												

COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Community Development is providing this information to Council as an overview of this award.

RFPs & BIDS

Bid/RFP #	RFP: 7389733
Awarded To	ZIMMERMAN/VOLK ASSOCIATES, INC.
Amount	\$65,500
Conflict of interest on file?	X Yes ☐ No n/a
Number of Registrants	NA
Number of Bidders	4
Attachments	PSA AND BID SHEET

EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	N/A

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	
Sole Source/ Compatibility Justification	N/A

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	X Yes ☐ No <i>If no, explain below</i>
If not lowest, explain	N/A

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	N/A
--	-----

DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	The study will provide valuable information to guide public investment in both housing development as well as community amenities intended to meet goals for housing and neighborhood quality.

REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	N/A

FUNDING SOURCE

<i>Account Information.</i>	CEDIT



COMMUNITY DEVELOPMENT PLANNING & POLICY

Thomas C. Henry, Mayor

City of Fort Wayne
Community Development
200 East Berry Street, Suite 320
Fort Wayne, IN 46802

260 427-1127 fwcommunitydevelopment.org

MEMO

To: Members of Common Council, City of Fort Wayne

From: Paul Spoelhof, Planning Director

Date: December 3, 2020

RE: Housing Market Study

The City of Fort Wayne has conducted many housing studies over the past decades, several that focus on specific development opportunities, and others that explore the market generally. Past studies have provided a foundation for decisions to invest in public-private partnerships that produce an array of housing options.

The Community Development Division would like to proceed with a new Housing Market Study with the firm Zimmerman/Volk Associates. This Study will update a 2014 Downtown market analysis, helping us understand the current market demand and housing needs in the downtown core and surrounding neighborhoods. In addition, this study will also focus on the Southeast quadrant of Fort Wayne. Recent planning efforts in Southeast have illustrated the need for further analysis in order to fully understand the housing market potential for southeast neighborhoods.

The Department of Planning & Policy (CD) advertised a Request for Proposals and received four responses. Zimmerman/Volk Associates was the lowest bidder and most qualified applicant.

This updated and expanded Housing Market Study will provide valuable information to guide public investment in both housing development as well as community amenities intended to meet goals for housing and neighborhood quality.

If approved by Council, the Department of Planning & Policy will proceed with a Professional Services Agreement with Zimmerman/Volk Associates. I will be available to discuss the this study and answer your questions. You can also reach me at 247-2140.

Vibrant. Prosperous. Growing.

