

**Agenda Summary
January 8, 2025**

Agenda Item A-2

Housing Consultant Contract and Capital Appropriation

Summary: On September 6, 2024 the Town released an RFP for a consultant to complete a Housing Needs Assessment, pursuant to the Selectboard's objectives in forming the Housing Task Force. Seven proposals were received.

Barrett Planning Group	\$50,000
Berson & Associates	\$75,000
Community Scale	\$49,841
CZB	\$89,000
Fourth Economy	\$89,600
Outwith Studio	\$49,940
Viam Advising	\$118,288

On November 20, the Task Force reviewed Housing consultant RFP submissions. HTF members reviewed submissions individually prior to the meeting and gave scores, which were tallied by staff and provided during the meeting. After discussion, the three consultants were invited for interviews (Barrett, CZB, CommunityScale). The consultants were interviewed on December 4, with one follow-up on December 18.

On December 18, the Task Force moved to recommend CommunityScale as the housing consultant. While CommunityScale was the lowest priced option, the Task Force was unanimous in determining that based on qualifications and quality of their proposal that they were best positioned to provide a report with actionable items that is appropriate for the Town's needs.

An agreement with CommunityScale is enclosed for the Selectboard's consideration.

Town Plan Impact: N/A

Fiscal Impact: Fixed fee of \$49,481. Unallocated capital reserves may be utilized for the expense, the current balance is \$910,881.

Recommendation: Move to approve the enclosed agreement with CommunityScale, to authorize the Town Manager to sign the agreement on behalf of the Town, and to appropriate \$49,481 from unallocated capital reserves for the expense.



This Agreement is made and entered into January 2, 2025 (the "Agreement Date") by and between:

"Client"

Name: Town of Stowe
Address: 67 Main Street, Stowe, VT 05672
Phone: 802 253-7350
Representative: Charles Safford, Town Manager
Email: csafford@stowevt.gov

"Consultant"

Name: CommunityScale LLC
Address: 61 James Street, Greenfield, MA 01301
Phone: 404 583-8735
Representative: Jeff Sauser, Principal
Email: jeff@communityscale.io

Project Name (the "Project"): Housing Needs Assessment

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the CommunityScale entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in Attachment "A" (hereinafter called the "Services") to the Client. Consultant may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Consultant may in writing from time to time make changes by altering, adding to, or deducting from the Services set out in Attachment "A". All changed work shall be carried out under this Agreement. The compensation and time for completion of the Services shall be adjusted in accordance with such changes.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On

termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or the total contract value of this Agreement. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Client retains the property and copyright in these documents, whether the Project is executed or not. Consultant is hereby granted a non-exclusive, perpetual license to use, reproduce, or adapt these documents for any purpose, provided such use does not infringe upon the Client's rights or confidentiality. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above:

Town of Stowe

CommunityScale LLC

Charles Safford, Town Manager

Jeff Sauser, Principal

Print Name and Title

Print Name and Title

Signature

Signature



Attached to and forming part of the Agreement

Between:

Town of Stowe

(hereinafter called the "Client")

- and -

CommunityScale LLC

(hereinafter called "Consultant")

EFFECTIVE: January 2, 2025

This Attachment details the Contract Time, Services to be provided by the Consultant and any additional conditions and attachments related to the Services forming part of the above described Agreement.

CONTRACT TIME: Commencement Date: Upon execution of agreement

Estimated Completion Date: June 30, 2025

FEE: Fixed fee of \$49,841 inclusive of expenses. Should additional work be requested beyond the Services detailed in Attachment "A", the Consultant and the Client will negotiate an additional fee to complete the added services.

SERVICES: CommunityScale shall perform the following Services:

Task 1 - Project start-up

1.1 Kick-off meeting

To start the planning process, we will lead a pair of kick-off meetings with key members of the project team to review and confirm scope, schedule, milestones, and other critical project parameters. The first kick-off meeting will include the consultant team and Town staff; the second iteration will also include the Housing Task Force (on/around 1/29/25). We will establish project management protocols around invoicing, progress reporting, and file sharing. We will also identify project resources and references to help inform tasks such as the literature review, housing production network, housing needs assessment, and community engagement. Additionally, we will determine the most effective way to engage and collaborate with the Housing Task Force through the project's duration.

We will document the results of this meeting in a Project Management Plan that we will make available to the client and continually update throughout the project duration. This PM Plan will also include a Public Engagement Plan that details our approach to community outreach.

1.2 Literature review

We will review recent local, regional, and statewide plans and summarize pertinent goals, strategies, and recommendations as inputs for this plan. Where appropriate, we will utilize data and quantitative reference points from these plan documents. For example, we will work with the Town to determine how best to align this effort with the recently completed Lamoille County/Hardwick Regional Housing Assessment.

1.3 Housing production network

Working with the Town, we will build an inventory of housing developers, investors, service providers, and other relevant actors to populate a map of the local housing production landscape and stakeholder network. This inventory will provide a foundation for later tasks such as selecting stakeholders to interview, identifying gaps and barriers in the housing market that might be limiting production, and assigning recommendations and action items that support plan implementation.

Task 2 - Housing needs assessment

2.1 Housing needs assessment

We will conduct an extensive assessment of regional demographics and market conditions to understand housing needs and opportunities. We will draw from a wide range of both historical and real-time data sources, including US Census, Costar, Zillow, Federal Reserve, HUD, and many others. Whenever possible, we will present data in terms of change over time to help illustrate not just current conditions but the paths that led to this point and, when appropriate, projections of where trends are headed in the future. We will also incorporate data and reference points from recent housing plans as determined with the Town.

Our analyses will consider several perspectives, including:

1. **People**, including characteristics such as income, demographics, employment, household structure, migration, and cost burden.
2. **Place**, profiling the region's housing stock in terms of structure type, bedroom count, development pipeline, household costs, market dynamics, subsidized units, and spatial distributions of select "People" indicators.
3. **Demand**, considering how many units and what mix of types and prices are needed to meet current and projected needs of different populations within the region, such as cost burdened households, downsizing seniors, essential workforce, in-migrating households, and potential market-rate development opportunity.
4. **Results**, providing a 5-year housing production target that reflects practical development constraints such as tax credit availability, existing and proposed incentives, developer capacity, market conditions, and other real-world feasibility factors that limit how much current need and demand can be realistically met in the near-term.

Task 3 - Community engagement

3.1 Stakeholder interviews

We will conduct a series of 10-15 interviews and focus groups with a range of stakeholders as identified by the Town to gather information, context, ideas, and insights regarding the performance of existing

housing programs, current gaps and opportunities, and potential partnerships and priorities to inform the plan's recommendations and implementation.

These interviews will include virtual meetings along with a set of in-person sessions reserved for stakeholders best interfaced with face-to-face. We will meet a second time later in the process with the Housing Task Force to review implementation strategies and confirm buy-in on next steps.

We will also present project updates to and receive feedback from the Selectboard at regularly scheduled Selectboard meetings in the workshop stage, draft report stage, and final report stage (three meetings total). Members of the Selectboard may also be interviewed individually one or more times during the process as directed by the Town.

3.2 Digital engagement

We will build out and deploy a suite of digital tools to support stakeholder and public engagement throughout the planning process. We will curate this suite to best fit the Town's goals and available platforms, drawing from resources such as:

- Website dashboard summarizing key observations in a flowing narrative format along with interactive graphics and maps.
- Digital glossary integrated into the project dashboard that defines key housing terms and concepts available online for easy reference
- Digital survey with dedicated landing page on the dashboard
- Standalone graphics encapsulating key points that are formatted for social media and other digital distribution on Town channels
- Whiteboard app to support virtual meetings (FigJam, Mural, or similar)

We will work with the Town and other local partners on a communications plan to sequence and release social media and related content in sync with key project milestones and deliverables, such as leading up to the public workshop and around the release of the final draft report. The goal will be to keep the public informed about the project's findings and recommendations to support a constructive dialogue about how to translate what we learn into actionable strategies.

3.3 Interactive community workshop

We will design, facilitate, and provide an analysis of results for an interactive community workshop timed to coincide with the development of preliminary recommendations.

Recognizing the Town has recently conducted extensive community outreach and listening sessions as part of the ongoing Town Plan update process, this event will focus on how to respond to housing opportunities and challenges. The workshop will be shaped by the following goals:

- Share analysis findings so the community shares an understanding of local housing challenges and opportunities.
- Review preliminary recommendations for feedback and collaborative refinement.
- Build consensus around a set of priority strategies, partnerships, and action items for near-term implementation.

The workshop will take place over 1 or 1.5 days. We will lead a series of meetings at different times and locations, which will include a regularly scheduled Selectboard meeting, to maximize attendance and participation. We will develop workshop format and content with the Town and Housing Task Force based

on expected audiences and the nature of the findings and recommendations that emerge from the planning process.

We will pair the in-person workshop with a digital engagement platform built into the project website that offers a chance for people to participate in the process asynchronously, including access to all presentation and meeting materials and mechanisms to contribute feedback and ideas that will be incorporated into the planning process.

Task 4 - Barriers analysis

4.1 Regulatory review

We will conduct a comparative analysis of the Town's and other key stakeholders' current programs and policies, profiling each in terms of how well it functions and performs internally relative to its intent and also how it relates and contributes to the larger housing affordable context. We will also consider how state laws, including the impact of Act 250 and Dillon's Rule, influence housing production locally.

4.2 Barriers assessment

Drawing from other tasks as well as our stakeholder engagement conversations, we will identify and evaluate barriers to affordable housing development and housing investment overall. The analysis will consider structural barriers such as municipal professional and fiscal capacity, costs, interest rates, funding availability, and developer capacity along with regulatory barriers such as zoning, taxes, local housing programs, and land use policies.

4.3 Infrastructure assessment

We will interview Public Works staff to assess infrastructure capacity and condition relative to potential housing development opportunities throughout Stowe. Pending data availability, we will map the infrastructure network to help highlight areas where development may be more or less supported by current service and where strategic infrastructure investments could be targeted to unlock new opportunities.

Task 5 - Strategies toolkit

5.1 Best practices library

We will build a library of best practices that will serve as a comprehensive policy and investment toolkit to draw from in implementing the plan under current conditions and also responding to new housing challenges that may emerge later. The library will include the current local policies that are working well and best practices from comparable places with guidance on how to adapt them for Stowe. We will focus on strategies that confront Stowe's unique housing challenges, such as high-priced housing, workforce housing shortages, and seasonal economics.

5.2 Priority action plan and case studies

From the best practices library, we will work with the Town to identify a priority list of high impact strategies that can be implemented in the near term. We will define these strategies in greater detail and provide case studies demonstrating how similar approaches yielded desired results in other communities.

Task 6 - Final plan

6.1 Recommendations and cost benefit analysis

We will document final policy and investment recommendations along with next step action plans to guide implementation. We will embed a cost benefit analysis into the recommendations discussion to illustrate the "return on investment" different policy and investment options may provide as a guide to best allocating resources and tracking performance during implementation.

6.2 Final deliverables

We will compile the plan's analysis findings, engagement results, priority action items, and other recommendations into a concise and visually appealing document. The plan will be flexibly formatted for both public presentation and digital or print distribution.

We will build out the online dashboard established in Task 3 to serve as an interactive executive summary with links to project documentation

Project schedule

We will execute the project per the schedule below, unless modified with the Town representative through mutual agreement.

	Jan	Feb	Mar	Apr	May	Jun
Task 1 - Housing inventory						
1.1 Kick-off meeting						
1.2 Literature review						
1.3 Housing production network						
Task 2 - Housing needs assessment						
2.1 Housing needs assessment						
Task 3 - Community engagement						
3.1 Stakeholder interviews						
3.2 Digital engagement						
3.3 Interactive community workshop						
Task 4 - Barriers analysis						
4.1 Regulatory review						
4.2 Barriers assessment						
4.3 Infrastructure assessment						
Task 5 - Strategies toolkit						
5.1 Best practices library						
5.2 Priority action plan and case studies						
Task 6 - Final plan						
6.1 Recommendations and cost benefit analysis						
6.2 Final deliverables						

Stowe Housing Task Force

Wednesday, December 18, 2024

Akeley Memorial Building
67 Main Street
Stowe, Vermont



Housing Task Force Members: MacKee Macdonald, Walter Frame, Sarah Henshaw, Ken Braverman, Scott Coggins, Josi Kytte, Stefan Grundmann, Town Manager Charles Safford (Ex-officio), Mila Lonetto (Ex-officio)

Attendees: Assistant Town Manager Will Fricke, Jeff Sauser, Sarabrent McCoy, Nels Nelson, Jennifer Goldson, Austin Smith

Call to Order

Chair Macdonald called the meeting to order at 9:00am.

Approve Agenda and Minutes

Sarah Henshaw moved to approve the agenda and minutes. Josie Kytte seconded. Motion carried (7-0).

Consultant Discussion

The Task Force discussed the merits of a community charette in context feedback from town plan community meetings and feedback received on housing during those meetings. They also discussed state mandated affordable housing requirements, and how meetings can be used to make the case to the community why this is being done.

Representative of CommunityScale were in attendance to answer followup questions from the Task Force. They were informed that they were the preferred consultant of the Task Force. They discussed their proposal, flexibility and plan going forward. The Task Force emphasized the community outreach work already done with respect to the town plan update, and noted they wanted to avoid duplicating efforts and focus on things that would be mutually beneficial. It was noted that the Town wants a deeper understanding of the costs and benefits of certain tools like impact fees and inclusionary zoning.

Walter Frame moved to recommend CommunityScale to the Selectboard as the housing consultant, dependent on the terms and conditions of the contract being acceptable. Josi Kytte seconded. Motion carried (7-0).

Selectboard Quarterly Update and Town Report Submission

The Task Force determined the upcoming Selectboard Quarterly Update would summarize the minutes, and the Town Report Submission would combine the two quarterly updates.

Staff Report / Next Meeting Agenda

The Task Force discussed their upcoming meeting schedule as their next meeting is scheduled for New Years Day. They decided to meet on January 8 at 11am to discuss a summary of what has gone on so far and the most-discussed suggestions, and to meet on January 29 at 9am to have their kickoff meeting with the consultant.

Public to be Heard Non-Binding

No public comment.

Adjournment

Chair Macdonald adjourned the meeting at 10:21am.

Notes

Minutes submitted by Will Fricke.

The Stowe Housing Task Force meets on the first and third Wednesday of each month at 9:00am.

A recording of this public meeting is available at: <https://www.stowevt.gov/HTF>