

**TOWN OF SILT
RESOLUTION NO. 28
SERIES 2024**

**A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING AN
AGREEMENT FOR PROFESSIONAL SERVICES WITH ECOnorthwest FOR
THE TOWN OF SILT, COLORADO**

WHEREAS, the Board of Trustees (“Board”) of the Town of Silt (“Town”), Colorado, has the authority to approve agreements in accordance with the Home Rule Charter and Silt Municipal Code; and

WHEREAS, the State of Colorado voters approved Proposition 123 in 2022 to dedicate 0.1% of income tax revenues to affordable housing development and related programs; and

WHEREAS, in July of 2023, the Town filed a commitment that over the course of three years the Town would create 26 affordable housing units, with an annualized goal of 9 per annum; and

WHEREAS, to address the housing needs that are specific to the Town of Silt and the broader region, the Town will need to develop an inventory of current housing present in the Town, develop an understanding of the housing needs of the existing and future demographics of the community, develop an understanding of future housing needs of the community, and evaluate the Town’s municipal code for barriers to the development of affordable housing; and

WHEREAS, the Town was awarded a Department of Local Affairs More Housing Now & Land Use Initiative Grant to undertake a housing needs assessment, public outreach process and update the Town’s Land Use Code; and

WHEREAS, the Town undertook a Request for Qualifications process, receiving five qualified proposals; and

WHEREAS, a panel of three reviews scored the proposal responses and determined that ECOnorthwest provided the most responsive proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, that


1. The above recitals are hereby incorporated as findings by the Town of Silt.
2. The Board hereby awards the Housing Needs Assessment & Code Update to ECOnorthwest in the amount of \$67,640.
3. The Board hereby authorizes the execution of the professional services agreement, in substantial form as that of the attached document, subject to the Town’s attorney review and approval.

INTRODUCED, APPROVED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt on the 12th day of August, 2024.

TOWN OF SILT


Mayor Keith B. Richel

ATTEST:


Town Clerk Sheila M. McIntyre, CMC



Professional Services Agreement

This Professional Services Agreement (the "**Agreement**"), effective as of August 12, 2024 (the "**Effective Date**"), is by and between Economic Consultants Oregon, Ltd., dba EConorthwest ("**ECO**"), and The Town of Silt, Colorado (the "Town") ("**Client**"). ECO and Client will be referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, ECO is engaged in the business of providing consultations on economic analysis; and

WHEREAS, Client wishes to retain ECO to provide the services described in this Agreement and from time to time in separately executed statements of work, and ECO is willing to provide the same to Client, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services. ECO will provide to Client the services (the "**Services**") set out in one or more statements of work to be agreed to in writing by the Parties (each, a "**Statement of Work**"). The initial accepted Statement of Work is attached to this Agreement as **Exhibit A**. Any additions or changes to the scope of the Services will be detailed in additional Statements of Work and will be deemed issued and accepted only if signed by an ECO authorized signer and the Client Contract Manager, appointed pursuant to Section 2.1(a) and Section 3.1, respectively. The details of the method and manner for performance of the Services by ECO are specified in the Statement(s) of Work and will be under its own control, Client being interested only in the results thereof.

2. ECO Obligations. ECO will:

2.1 Designate employees that it determines, in its sole discretion, to be capable of filling the following positions:

(a) A primary contact to act as ECO's authorized representative with respect to all matters pertaining to this Agreement and will serve as liaison for ECO authorized signer(s). As of the Effective Date, this primary contact is Cindy O'Connell.

(b) A number of employees or contractors that it deems sufficient to perform the Services set out in each Statement of Work.

2.2 Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent, expenses incurred, and materials used by ECO in providing the Services.

3. Client Obligations. Client will:

3.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining

ECO #

to this Agreement (the "**Client Contract Manager**"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed.

3.2 Require that the Client Contract Manager respond promptly to any reasonable requests from ECO for instructions, information, or approvals required by ECO to provide the Services.

3.3 Cooperate with ECO in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable ECO to provide the Services.

3.4 Take all steps necessary, including obtaining any required licenses, permits, or consents, to prevent Client-caused delays in ECO's provision of the Services.

3.5 Provide ECO full and timely information and data, make timely decisions to ensure orderly progress of the Services, and give ECO prompt written notice if Client becomes aware of any fault, error, or defect in the Services.

3.6 Not attempt, directly or indirectly, to prejudice the outcome of the analysis performed by ECO.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by ECO and the rights granted to Client under this Agreement, Client will pay the fees set out in the applicable Statement of Work.

4.2 Client will reimburse ECO for all reasonable expenses, at cost, incurred in accordance with the Statement of Work within thirty (30) calendar days of receipt by Client of an invoice from ECO accompanied by receipts and reasonable supporting documentation, including, but not limited to, postage, telephone, photocopies, reports, data, computer search, travel, and meals.

4.3 ECO will submit a statement to Client monthly detailing the amount due. Client will notify ECO of the reasons for disapproval of all or any portion of the statement, if any, within five (5) business days of the date of the statement. If Client does not notify ECO within five (5) business days, the statement will be deemed approved and Client will pay the amount due to ECO in full within 30 calendar days of the date of the statement. Payment to ECO of such fees and the reimbursement of expenses pursuant to this Section 4 will constitute payment in full for the performance of the Services.

4.4 Client will be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client under this Agreement; provided, that, in no event will Client pay or be responsible for any taxes imposed on, or with respect to, ECO's income, revenues, gross receipts, personnel, or real or personal property or other assets.

ECO #

4.5 All late payments will bear interest at the lesser of the rate of 1.25% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Client will also reimburse ECO for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

4.6 In addition to all other remedies available under this Agreement or at law (which ECO does not waive by the exercise of any rights hereunder), If Client has an unpaid balance more than thirty (30) calendar days overdue, ECO may require a deposit (in total, the "Deposit") of ten thousand dollars (\$10,000), or such other amount as it determines appropriate in its sole discretion, in addition to the balance owed, which will be placed in an account under the control of ECO, and may be commingled with other funds. Without limiting the foregoing, ECO may stop work at any time if Client does not pay the deposit and overdue balance within ten (10) calendar days of the date it is requested.

4.7 If during the course of work ECO determines the Deposit is unlikely to approximate the balance due on the final statement, ECO may require Client to add to the Deposit to cause the Deposit to equal an amount sufficient to bring the balance up to the level of the expected final statement determined by ECO in its sole discretion. ECO may stop work at any time if Client does not deposit such additional amounts within ten (10) calendar days of the date it is requested.

4.8 The Deposit at the time of ECO's final statement in this matter will be withdrawn by ECO and applied to any balance due or past due including any finance charge. If after applying the balance of the Deposit there is still a balance due ECO, Client will pay it per paragraph A above. However, if after applying the Deposit to the final statement, there is still a balance in the Deposit, then ECO will promptly return said balance to Client.

5. Limited Warranty and Limitation of Liability.

5.1 ECO warrants that it will perform the Services:

- (a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.
- (b) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 ECO's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty will be as follows:

- (a) ECO will use reasonable commercial efforts to promptly cure any such breach; provided, that if ECO cannot cure such breach within a reasonable time (but no more than thirty (30) calendar days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2.
- (b) The foregoing remedy will not be available unless Client provides written notice of such breach within thirty (30) calendar days of such breach.

5.3 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 5.1, ALL SERVICES ARE PROVIDED "AS IS" AND ECO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, AND ECO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

6. Intellectual Property.

6.1 All data or materials that are proprietary to Client must be designated in writing and clearly marked as such ("**Customer Materials**"). Client retains sole ownership of, and copyright in, the Customer Materials, but will grant to ECO a nonexclusive, perpetual, worldwide, royalty-free license to use the same as necessary or appropriate for the provision of the Services.

6.2 All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Client under this Agreement or prepared by or on behalf of the Client in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**"), except for Customer Materials, will be owned by ECO.

6.3 Following payment in full for the Services without requiring further action by either party, ECO hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a nonexclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary for Client to publish the final reports produced by ECO in any media or by any means, provided that all publications include clear and visible notice of copyright by ECO and provided that any alteration to or omission of any portion of the complete report is approved in advance in writing by an authorized representative of ECO.

6.4 All or any part of the Deliverables may be published by ECO in any media by any means in its sole discretion

7. Confidentiality. The Parties acknowledge that, in connection with this Agreement, each Party (the "**Receiving Party**") may obtain Confidential Information of the other Party (the "**Disclosing Party**"). "**Confidential Information**" means any information that is treated as confidential by either party, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information does not include information that the Receiving Party can demonstrate by documentation: (w) was already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information directly or indirectly from or on behalf of the Disclosing Party; (x) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information;

ECO #

(y) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives; or (z) was received by the Receiving Party from a Third Party who was not, at the time, time and to the Receiving Party's knowledge, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information.

Such Confidential Information will not be used or disclosed by the Receiving Party except as specifically authorized, or as necessary to perform the Services. The Receiving Party agrees to keep such Confidential Information confidential and to accord such Confidential Information substantially the same standards and procedures it uses to protect its own confidential business information (but not less than reasonable care), including limiting access to employees and service providers on a need-to-know basis and only after such persons have been informed of and bound to maintain confidentiality. Nothing in this Agreement will prohibit or restrict Receiving Party's right to develop, use, or market products or services similar to or competitive with those of the Disclosing Party as disclosed in the Confidential Information as long as it will not thereby breach this Agreement. Additionally, each Party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other Party to be disclosed in the Confidential Information.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it will, prior to making such disclosure, if permitted by applicable law, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

8. Term, Termination, and Survival.

8.1 This Agreement will commence as of the Effective Date, provided Client executes and returns the Agreement within 21 days of ECO's execution of the Agreement, and will continue thereafter until the completion of the Services under all Statements of Work, unless sooner terminated pursuant to Section 8.2 or Section 8.3.

8.2 Either Party may terminate this Agreement and/or any Statement of Work upon written notice, effective immediately, if: (a) a petition under any bankruptcy law is filed by or against the other Party; (b) a receiver is appointed for the other Party's assets; (c) the other Party becomes insolvent or takes advantage of any insolvency or any similar statute; or (d) the other Party is in material breach of this Agreement or such Statement of Work, and such breach remains uncured for thirty (30) calendar days after written notice of the breach.

8.3 Notwithstanding anything to the contrary in Section 8.2, ECO may terminate this Agreement before the expiration date of the Term on written notice if Client fails to pay any amount when due hereunder: (a) and such failure continues for thirty (30) days after Client's receipt of written notice of nonpayment; or (b) more than once in any twelve (12) month period.

ECO #

8.4 Notwithstanding anything to the contrary in Sections 8.2 and 8.3, either Party may terminate the Agreement by giving at least thirty (30) days written notice of intent to terminate, specifying the reason, and effective termination date.

8.5 If this Agreement is terminated pursuant to Sections 8.2, 8.3, or 8.4, ECO will receive compensation as specified in Section 4 for all work (or portion thereof) completed and costs incurred up to the effective date of the termination.

8.6 The rights and obligations of the parties set forth in this Section 8 and in Sections 5.3, 6, 7, 9, 10, 11, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

9. Limitation of Liability.

9.1 IN NO EVENT WILL ECO BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ECO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.2 IN NO EVENT WILL ECO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO ECO PURSUANT TO THE APPLICABLE STATEMENT OF WORK GIVING RISE TO THE CLAIM.

10. Employee Protection. Client agrees that it will not directly or indirectly solicit for employment or independent consulting employees of ECO during the Term of this Agreement and for a period of 6 months after the termination of this Agreement. If Client does improperly recruit or solicit an employee during such period and as a result the employee becomes a direct or indirect employee or independent contractor for Client, Client agrees to pay ECO a sum equal to 100% of that employee's full base annual salary as of the date of the employee's departure from ECO as liquidated damages and not as a penalty.

11. Miscellaneous.

11.1 Entire Agreement. This Agreement, together with all Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the Statements of Work and any other document, this Agreement will govern except that if a Statement of Work specifically identifies a section of this

ECO #

Agreement that to be amended or waived, that amendment or waiver will govern with respect to that Statement of Work but will not apply to this Agreement, any other Statement of Work, or any other document.

11.2 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder will be in writing and addressed to the Parties as follows (or as otherwise specified by a Party in a notice given in accordance with this Section):

Notice to Client:	The Town of Silt Colorado P.O. Box 70 Silt, CO 81652 E-mail: JMann@townofsilt.org Attention: Jim Mann
Notice to ECO:	920 SW 6 th Ave., Suite 1400 Portland, OR 97204 E-mail: oconnell@econw.com Attention: Cindy O'Connell

Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail, if sent during normal business hours of the recipient with confirmed receipt, and on the next business day, if sent after normal business hours of the recipient with confirmed receipt.

11.3 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.4 Amendments and Modifications; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement, and signed by an authorized representative of both parties.

11.5 Waiver. No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.6 Assignment. Neither Party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this

Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior written consent. ECO may, without Client's consent, assign this Agreement to an Affiliate or as part of a change of control or sale of all or substantially all of its assets.

11.7 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

11.8 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever. ECO retains absolute discretion in the manner and means of carrying out the Services, and Client will have no right or obligation to direct or control the working conditions of ECO's employees, independent contractors, or subcontractors.

11.9 No Exclusivity. Subject to its obligation to provide Services in accordance with this Agreement and any Statement of Work, nothing in this Agreement will be interpreted as preventing ECONW from performing services or creating deliverables for third parties even if they are similar to the services provided to Client under this Agreement.

11.10 Choice of Law.

(a) This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of Colorado, Garfield County, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.

(b) Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder will be instituted exclusively in the courts of the State of Colorado in each case located in the County of Garfield, and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission, and a copy of this Agreement signed electronically by .pdf, DocuSign, or similar means, will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11.12 Force Majeure. Neither Party will be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or

ECO #

delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by acts of God, flood, fire, explosion, war, terrorism, invasion, riot, other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, or national or regional emergency, including any related governmental orders or restrictions, in each case, provided that such event is outside the reasonable control of the affected Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

**Economic Consultants Oregon Ltd. dba
ECOnorthwest**

By:  Signed by:
0BE56807BE914FA...

Name: Tyler Bump

Title: Partner

The Town of Silt, Colorado

By:  Signed by:
1968B6A94995424...

Name: James A. Mann

Title: TOWN ADMINISTRATOR

EXHIBIT A

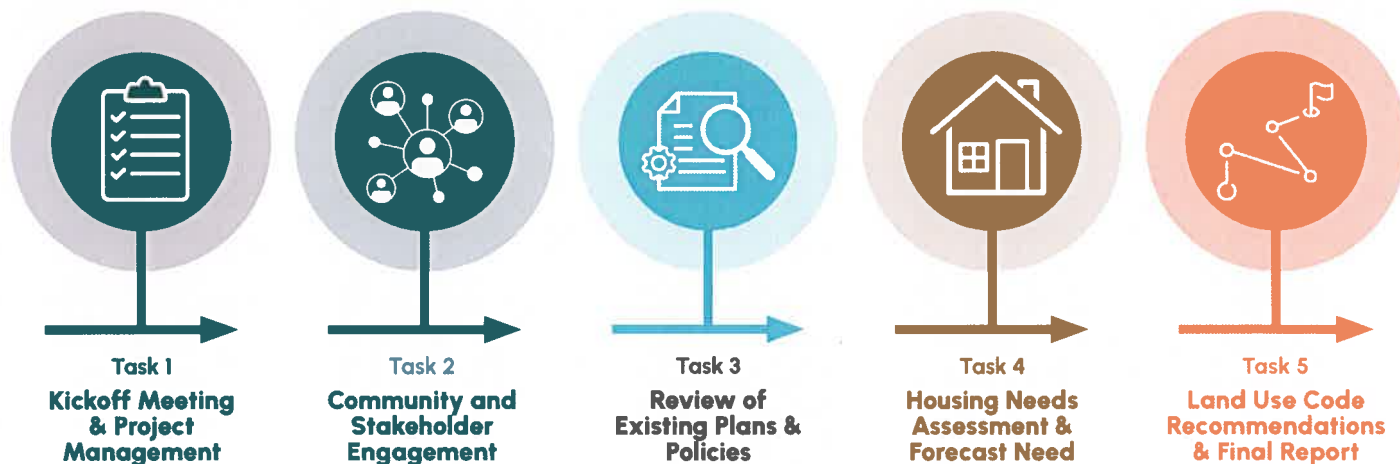
INITIAL STATEMENT OF WORK

1. Services. See attached scope of work.
2. Schedule. See attached scope of work.
3. Fees.
 - a. Cost Estimate: ECO will bill a fixed fee amount of \$67,640 (Six-Seven Thousand and Six Hundred Dollars) for the services described in section 1 above.



Approach

Approach



TASK 1. KICKOFF MEETING & PROJECT MANAGEMENT

TASK 1.1. KICKOFF MEETING

We routinely start projects with a kickoff meeting that should include the full project and client team. This is an invaluable step at the start of the project to ensure we are answering the key questions driving this work and providing project deliverables that best meet the needs of the intended audience. At this meeting, we will review and refine the proposed work plan, define any key study areas, solidify our outreach and communications strategy, and begin drafting a data request needed to complete the analysis. We will also establish logistics like key staff contacts and schedule regular check-in calls or meetings.

TASK 1.2. PROJECT TEAM MEETINGS & PROJECT COORDINATION PLANNING

This task will be ongoing throughout the duration of the project. This task includes time to monitor project schedule and milestones, provide progress updates, and host regular check-in meetings on an as-needed basis. At the kickoff meeting, we will identify the frequency of meetings needed and adjust accordingly to project milestones. The project team will have internal and full project team check-in meetings throughout the duration of the project following the kick-off meeting.

TASK 2. COMMUNITY AND STAKEHOLDER ENGAGEMENT

We approach community engagement through the lens of co-creation and transparency to produce high-quality deliverables that meet the needs of staff, elected officials, and the broader community. We routinely implement a variety of one-on-one listening sessions, focus group discussions, online questionnaires, text polling, and mobile meetings to gather input. We want to hear from a broad spectrum of demographics, industries, and organizations to help us fill in the picture of the priority community needs to be addressed. Feedback is tracked to help identify missing or underrepresented groups, and comments are maintained in a database to allow for cross-checking against the final recommendations. At the onset of the project, we will work with the team, Town staff, and the Special Purpose Committee to develop a community engagement plan to describe methods for engagement, specific interest groups to engage, and a general timeline for all activities.

The engagement plan will outline ways to specifically engage with the Hispanic community and ensure a bilingual community outreach effort that includes translation of project information and materials into Spanish, bi-lingual consultant staff with planning knowledge, and other meaningful ways to engagement the Hispanic community in a culturally relevant manner. Below are some of the methods we utilize to invite the community to participate in the public process and to engage with residents and stakeholders.

- ◆ **Public Open Houses.** We find open houses are most successful at the beginning and end of a process to introduce a project and present the results. Otherwise, more targeted feedback such as small-group forums and advisory committee meetings might be more suited to the scope of this project. We will consult with Town staff to identify Hispanic community liaisons and partner organizations for which we can disseminate project information and help spread the word about the Open Houses to garner attendance from the Hispanic community.
- ◆ **Focus Group Forums.** We can facilitate a series of meetings with specific interest groups in a small-group format to assess the priorities of the project and later in the process to refine the proposed strategies.
- ◆ **Project Website.** The primary portal for information related to the project will be located on the Town's website. Our team will provide the content including project information, schedule, document library, and links to questionnaires and forums for community feedback. Our team will also be responsible for ensuring that the website is up to date.
- ◆ **Board and Commission Work Sessions.** At integral points throughout the process, our team will engage with the Town staff and Board of Trustees to allow the public to review the drafts and comment on anything that may be missing.

TASK 3. REVIEW OF EXISTING PLANS & POLICIES

As a part of this work, we will review previous Town and County documentation on housing issues, relevant plans, and guiding policies to ensure the project team fully encapsulates both baseline conditions and the regulatory context before proposing strategy recommendations. This step will include a review of the Town's land use and zoning regulations, comprehensive plan, and a high-level analysis of their use to understand how they may be affecting current market conditions. The overview will help identify possible barriers to overcome and opportunities to leverage in the strategy plan.

TASK 4. HOUSING NEEDS ASSESSMENT & FORECAST NEED

TASK 4.1. HOUSING NEEDS ASSESSMENT

As a foundational basis for our work, we will prepare a community and workforce profile, housing inventory, and market assessment. This housing needs assessment will draw from a variety of data sources to compile an understanding of the County's housing market, employment, and affordability trends. This assessment will employ a wide array of data sources including local, state, and federal datasets (e.g., Town of Silt, Colorado State Demography Office, and Census Bureau). At a minimum, this housing assessment would include trends related to the following:

- ◆ **Community Profile.** Describes Silt's household characteristics that will influence demand for housing. Characteristics that will be analyzed include but are not limited to trends in population, households, age, household size, household type, race and ethnicity, and more.
- ◆ **Economic Trends and Conditions.** Summarizes key components of Silt's economy such as employment trends by industry, wages, commute patterns, and household income.

- ◆ **Housing Profile and Trends.** Will summarize housing market trends including housing supply by type, household tenure, availability and vacancy, and development trends.
- ◆ **Housing Attainability.** Will summarize housing costs in Silt and Garfield County and describe the available housing for sale or rent by different price points that households can afford based on area median income

TASK 4.2. HOUSING FORECAST

This task will forecast future housing demand by housing type and income level for the next 10 years. The forecast will use the latest population projections such as those in the 2017 Comprehensive Plan for the Town of Silt and will consider demographic trends and unmet housing needs. Findings of the housing needs assessment and forecast analysis will help identify the next steps and recommendations to improve housing availability and mix of housing types (e.g., rental vs for-sale).

TASK 5. LAND USE CODE RECOMMENDATIONS & FINAL REPORT

TASK 5.1. LAND USE CODE UPDATE RECOMMENDATIONS

Building upon the work performed in the prior tasks, Task 5 will offer strategies and recommendations the Town can take to promote and facilitate the production of a diversity of housing options including affordable housing that is needed to accommodate the projected population growth. The main effort in this task consists of identifying policy options and evaluating these recommendations to ensure we offer the most appropriate and highest-impact solutions to Silt's housing needs and ensure it satisfies land use code updates as required by the More Housing Now and Land Use Initiative grant.

ECO has broad experience in developing and implementing zoning, regulatory, and incentive strategies that create meaningful outcomes to support the desired housing that meets the needs of the community while balancing the need for development to be supported by existing and future infrastructure systems.

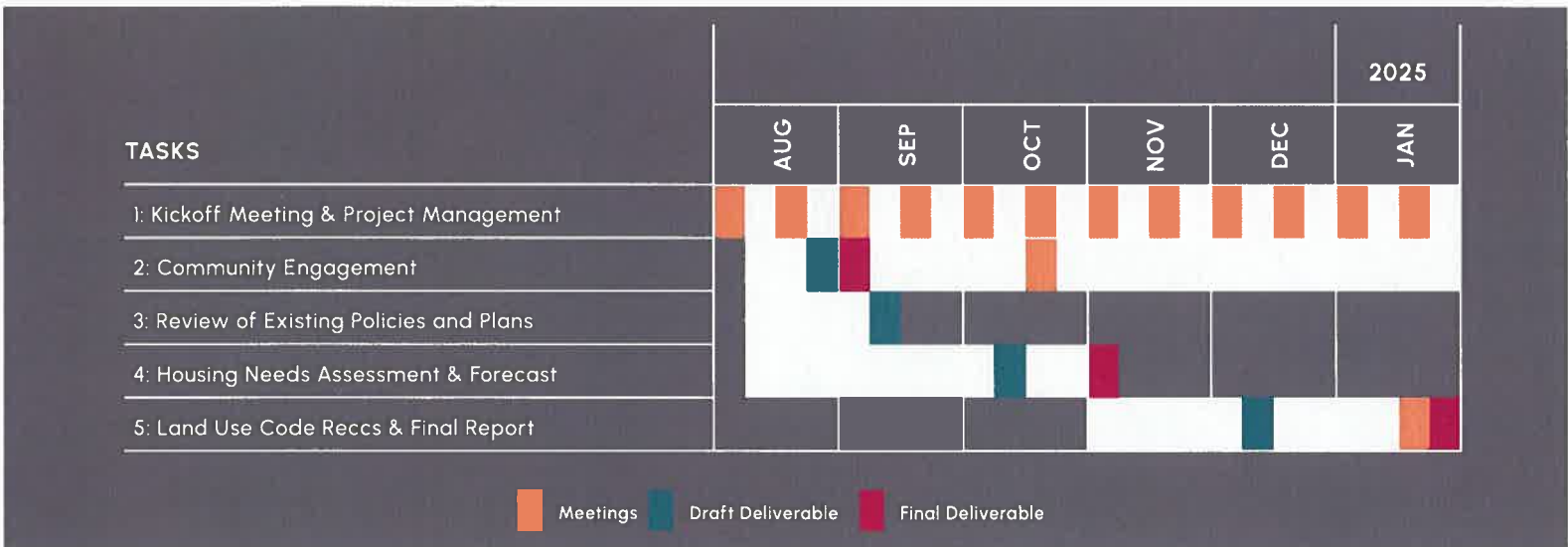
Potential strategies and recommendations may include:

- ◆ By-right allowance of missing middle housing types
- ◆ Density bonuses for affordable housing units
- ◆ Land Use tools to encourage housing variety
- ◆ Revisions to parking requirements

TASK 5.2. DRAFT & FINAL REPORT

The key deliverables for this project will be a housing needs assessment and land use code update report and a slide deck that summarizes the key findings and takeaways of the study. We propose to use an iterative process to prepare these deliverables that allows staff and other stakeholders ample opportunity to review and provide feedback on the products. We typically start by drafting an outline of the final report for review by the client. We propose to share interim findings with the client during regular project management meetings. We will submit the draft report and allow ample time for review and comment. The final report will reflect comments provided by the client on the draft report.

Project Plan and Schedule





Fee Proposal

Budget

EXPENSES	\$/ HOUR	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	HOURS	\$	% OF BUDGET
		Kickoff Meeting & Project Management	Community Engagement	Review of Existing Policies and Plans	Housing Needs Assessment & Forecast	Land Use Code Reces & Final Report			
ECOnorthwest									
Robert Parker	290	13	10		8	16	47	\$13,630	20%
Oscar Saucedo-Andrade	175	16	30	8	30	24	108	\$18,900	28%
Tyler Bump	265				4	8	12	\$3,180	5%
Mackenzie Visser	155			18	23		41	\$6,355	9%
Rebecca Chen	105		20		20		40	\$4,200	6%
Sub-Total		29	60	26	85	48	248	\$46,265	68%
Logan Simpson									
Jennifer Gardner	175	13	30			10	53	\$9,275	14%
Jennifer Gardner	110		60	10		20	90	\$9,900	15%
Sub-Total		13	90	10		30	143	\$19,175	28%
Non-Labor Fees									
Travel			\$2,200					\$2,200	3%
Non-Labor Total			\$2,200					\$2,200	3%
TOTALS		TASK 1	TASK 2	TASK 3	TASK 4	TASK 5			
Total Labor		\$8,845	\$22,100	\$5,290	\$14,295	\$14,910		\$65,440	97%
Direct Expense Total		\$0	\$2,200	\$0	\$0	\$0		\$2,200	3%
Total by Task		\$8,845	\$24,300	\$5,290	\$14,295	\$14,910			
% of Total Budget		13%	36%	8%	21%	22%		\$67,640	