

AGENDA

**TOWN OF HUDSON - BOARD OF TRUSTEES
REGULAR MEETING
February 3, 2016 - 6:00 P.M.**

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

ADDITIONS TO AGENDA

CITIZEN'S COMMENTS

1) CONSENT AGENDA

(Consent Agenda Items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board member or Citizen so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Regular Agenda.)

- a. Board of Trustees Meeting Minutes – January 20, 2016
- b. Payment of Bills

2) GENERAL BUSINESS

- a. EIAF 8072, Town Hall Grant Agreement, Energy and Mineral Impact Assistance Fund
- b. Ordinance 16-02, First Reading, An Ordinance Amending the Town of Hudson Municipal Code by the addition thereto of a new Article 8 of Chapter 11 entitled "Maintenance of Sidewalks"
- c. Discussion – House Bill 16-1155

4) STAFF REPORTS

5) ADJOURNMENT

MINUTES
TOWN OF HUDSON - BOARD OF TRUSTEES
REGULAR MEETING
January 20, 2016 - 6:00 P.M.

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

Mayor Patch called the meeting to order at 6:00 p.m.

ROLL CALL

Mayor, Raymond Patch - Present
Trustee, Matt Cole – Present
Trustee, Laura Hargis – Present
Trustee, Christine Hamilton – Present
Trustee, Julia Stell – Present
Trustee, Terri Davis – Absent
Trustee, Maria Chavez - Present

Town Clerk/Treasurer, Linnette Barker took roll call, and a quorum of the Mayor Pro-Tem and (5) Trustees were present.

Town Staff Present:

Town Administrator – Joe Racine
Town Attorney – Kathryn Sellers
Town Clerk/Treasurer– Linnette Barker
Economic Development Director – Dan Hamsmith
Public Works Director – Ron Allen
Utility Director – Hunter Fobare
Public Safety Director – Brent Flot
Recreation/Events Coordinator – Billie Stam

ADDITIONS TO AGENDA

Joe Racine, Town Administrator, reported that item 3j on the Agenda, Intergovernmental Agreement with the City of Ft. Lupton for evidence storage and retention and item 3k on the Agenda, EIAF 8072, Town Hall Grant Agreement, Energy and Mineral Impact Assistance Fund will be continued until the next Regular Board of Trustees Meeting. Item 3b on the Agenda the Resolution number should be Res. 16-07.

CITIZEN'S COMMENTS

1) CONSENT AGENDA

(Consent Agenda Items are considered routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board member or Citizen so requests, in which case the items may be removed from the Consent Agenda and considered at the end of the Regular Agenda.)

- a. Board of Trustees Minutes, Regular Meeting, January 6, 2016
- b. Payment of Bills

Trustee Hamilton made a motion, seconded by Trustee Hargis to approve the Consent Agenda.

The vote was as follows:

Aye: Trustees Hamilton, Hargis, Stell, Chavez, Cole and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

2) **PUBLIC HEARING**

- a. Kerr McGee Oil & Gas Onshore LP, an Anadarko Company, Use by Special Review, Shaklee Well Pad Site, Case No. 15-13 USR

Mayor Patch opened the Public Hearing for the application for a Use by Special Review Permit pursuant to Article 11 of the Hudson Land Development Code for property generally located east of the intersection of Oak Street and Weld County Road 16 at 6:03 pm.

Joe Racine, Town Administrator, reported that this is the third of three well pads Kerr McGee has proposed. The well pad is located on the southern portion of the Shaklee property. The Hudson Planning Commission recommended approval with the condition that any site plan changes would require a new Use by Special Review and prior to the Town issuing a Notice to Proceed, the town would need copies of the COGCC permit and an executed permit for the use of overweight construction vehicles on town streets.

Tracy Collins, representative of Kerr McGee was present to answer any questions.

No public comment.

Mayor Patch closed the Public Hearing at 6:07 pm.

3) **GENERAL BUSINESS**

- a. Resolution 16-03, Appointment of the Board of Trustees of the Hudson Public Library

Joe Racine, Town Administrator, reported that as of December 31, 2015 there are two vacancies on the Hudson Library Board of Trustees with the expiration of the terms of Leonard Roskop and Joann Dunker. Leonard Roskop completed an application for appointment to the Library Board for a five-year term. Mr. Roskop was present to answer questions.

Trustee Hargis made a motion, seconded by Trustee Cole to approve Resolution 16-03, A Resolution for the appointment of Leonard Roskop to the Board of Trustees of the Hudson Public Library.

The vote was as follows:

Aye: Trustees Hargis, Cole, Chavez, Hamilton, Stell and Mayor Patch

Nay – None

Mayor Patch declared the motion carried.

- b. Resolution 16-07, Home Rule charter referendum to the voters for the election on April 5, 2016

Joe Racine, Town Administrator, reported that on January 5, 2016 the Home Rule Charter Commission approved the Charter. Resolution 16-07 is the referral of the Charter to the voters on the April 5th election.

Trustee Hargis made a motion, seconded by Trustee Hamilton to approve Resolution 16-07, A Resolution referring to the registered electors of the Town of Hudson a ballot question on the proposed Home Rule Charter and setting the ballot title.

The vote was as follows:

Aye: Trustees Hargis, Hamilton, Chavez, Cole, Stell, and Mayor Patch

Nay – None

Mayor Patch declared the motion carried.

- c. Recognition of Home Rule Charter Commission members

The Board of Trustees presented a plaque to the members of the Charter Commission to recognize their work on the project. Members of the commission are:

- Magnus Hargis, Chair
- Ray Patch, Vice Chair
- Larry McClaren
- Randy Childs
- Rob Masden
- Dawn Hester
- Walter Hargis
- Joe Hammock
- Julia Stell

- d. Donation Agreement between the Town of Hudson and Greeley Area Habitat for Humanity

Joe Racine, Town Administrator, reported that the agreement between the Town of Hudson and the Greeley Area Habitat for Humanity is for donation of the old maintenance shop property at 5th Avenue and Cherry Street for construction of two houses for veterans. The donation in the agreement would include the land along with all town fees, including tap fees.

Representatives from the Greeley Area Habitat for Humanity were present and reported that they have approved the agreement to locate two houses on the site for veterans and their families. The final text of the agreement has been approved by the Habitat for Humanity Board.

Trustee Hargis made a motion, seconded by Trustee Cole to approve the donation agreement between the Town of Hudson and the Greeley Area Habitat for Humanity.

The vote was as follows:

Aye: Trustees Hargis, Cole, Stell, Hamilton, Chavez, and Mayor Patch

Nay – None

Mayor Patch declared the motion carried.

e. Beet Farm Subdivision, Case No. 15-12 S

Joe Racine, Town Administrator, reported that Anadarko requested a Surface Use Agreement with the owner prior to approval of the subdivision by the Town. Anadarko sent a notice to withdraw their objection after reviewing the case. The Hudson Planning Commission recommended approval of the subdivision with the condition that the objections from Anadarko be addressed.

Trustee Hargis made a motion; seconded by Trustee Cole to approve the Beet Farm Subdivision, Case No. 15-12 S.

The vote was as follows:

Aye: Trustees Hargis, Cole, Stell, Chavez, Hamilton and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

f. Use by Special Review, Kerr McGee Oil & Gas Onshore LP, an Anadarko Company, Use by Special Review, Shaklee Well Pad Site, Case No. 15-13 USR

Trustee Hamilton made a motion, seconded by Trustee Stell to approve the use by Special Review, Kerr McGee Oil & Gas Onshore LP, an Anadarko Company, Use by Special Review, Shaklee Well Pad Site, Case No. 15-13 USR with the condition that any site plan changes would require a new Use by Special Review and prior to the Town issuing a Notice to Proceed, the town would need copies of the COGCC permit and a executed permit for the use of overweight construction vehicles on town streets.

The vote was as follows:

Aye: Trustees Hamilton, Stell, Cole, Chavez, Hargis and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

g. Resolution 16-06, Joint Resolution supporting local schools

Joe Racine, Town Administrator, reported that this is the Resolution is intended to be a joint resolution among the three communities in the RE3J District and the School Board. RE3J and Keenesburg both expressed that the Resolution would only be effective if all four entities approved it.

Trustee Hargis made a motion, seconded by Trustee Stell to approve Resolution 16-06, A Joint Resolution by the Board of Education of the Weld County School District RE3J and the Towns of Hudson, Keenesburg, and Lochbuie in support of local schools

The vote was as follows:

Aye: Trustees Hargis, Stell, Hamilton, Chavez, Cole, and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

h. Resolution No. 16-05, IGA with Ft. Lupton for use of recreation center

Billie Stam, Recreation/Events Coordinator, reported that this agreement allows Hudson residents to take advantage of the Recreation Center in Ft. Lupton at the rate of a resident. The Town of Hudson will make the compensation of the resident rate to non-resident rate. The Town of Hudson agrees to pay an administrative fee of \$250 per quarter to cover the additional staff and accounting costs to by the Ft. Lupton Recreation Center.

Trustee Hargis made a motion, seconded by Trustee Chavez to approve Resolution No. 16-05, An Intergovernmental Agreement with the City of Ft. Lupton to provide for use of the Ft. Lupton Recreation Center by Hudson residents at resident rates.

The vote was as follows:

Aye: Trustees Hargis, Chavez, Stell, Cole, Hamilton and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

i. Town Marshal Policies

Brent Flot, Public Safety Director, reported that Town Attorney, Corey Hoffmann has reviewed the policy.

Trustee Hamilton made a motion, seconded by Trustee Hargis to approve the Hudson Marshals Office Policy and Procedures.

The vote was as follows:

Aye: Trustees Hamilton, Hargis, Cole, Stell, Chavez and Mayor Patch

Nay - None

Mayor Patch declared the motion carried.

4) STAFF REPORTS

Joe Racine, Town Administrator, reported that Bill Pyfer has resigned from the Hudson Planning Commission.

Joe Racine, Town Administrator, reported that a RFQ has been advertised in the Greeley Tribune for contractors for the New Town Hall. After review of the RFQ statements, 3-4 prospective contractors will be selected to present formal proposals.

Billie Stam, Recreation/Events Coordinator, reported that the first "Senior Meet & Greet" meeting was held on Tuesday with only 3-4 people. Flyers have been distributed and invitations have been sent to surrounding Senior Centers. The Senior Meet & Greet will be held at the Library every Tuesday from 10:00 to noon.

Ron Allen, Public Works Director, reported that he is working on getting quotes for patchwork on Hudson Drive.

Mayor Patch inquired about scheduling the next Board of Trustees Retreat with Kathie Novak. Joe Racine, Town Administrator will check with Kathie on dates.

ADJOURNMENT

The meeting adjourned at approximately 7:14 p.m.

TOWN OF HUDSON, COLORADO

Mayor

ATTEST

Town Clerk

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
01/27/2016	51365	1065	Southeast Weld County Chamber	012716	Chamber Luncheon x 4	10-65-7103	40.00
Total 51365:							40.00
01/28/2016	51366	27	United States Postal Service	012816	Newletter Postage	10-69-6620	187.00
Total 51366:							187.00
01/29/2016	51367	2	Atmos Energy	011216-3014	Natural Gas Utility - 557 Ash Street	10-64-6412	38.06
01/29/2016	51367	2	Atmos Energy	011216-3014	Natural Gas Utility - 557 Ash Street	70-64-6412	38.06
01/29/2016	51367	2	Atmos Energy	011216-3014	Natural Gas Utility - 557 Ash Street	10-64-6412	38.06
01/29/2016	51367	2	Atmos Energy	011216-3014	Natural Gas Utility - 557 Ash Street	70-64-6412	38.05
Total 51367:							152.23
01/29/2016	51368	1285	Billie Stam	012616	Mileage for Town Hall Lighting and Christmas Party	10-64-6213	8.86
01/29/2016	51368	1285	Billie Stam	012616	Mileage	10-64-6213	49.26
Total 51368:							58.12
01/29/2016	51369	30	Century Link	010716-303-	Telephone Service - 303-536-4003	75-68-6410	102.28
01/29/2016	51369	30	Century Link	010716-303-	Fax Line	10-64-6410	64.23
01/29/2016	51369	30	Century Link	010716-303-	Telephone Service - 303-536-9311	10-64-6410	76.27
01/29/2016	51369	30	Century Link	010716-303-	Telephone Service - 303-536-9311	70-64-6410	76.26
01/29/2016	51369	30	Century Link	010716-303-	Telephone Service - 303-536-9365	70-68-6410	53.85
Total 51369:							372.89
01/29/2016	51370	36	Colorado Analytical Laboratories I	160113059	Wastewater Samples	75-68-6633	111.60
01/29/2016	51370	36	Colorado Analytical Laboratories I	160113060	Water Samples	70-68-6633	170.10
Total 51370:							281.70
01/29/2016	51371	1294	Consolidated Electric Motor Servi	15657	Inf Pump Rebuild	75-68-6633	2,723.21
Total 51371:							2,723.21
01/29/2016	51372	33	DPC Industries Inc.	737000023-1	Chemicals - Caustic Soda	70-68-6710	187.80
01/29/2016	51372	33	DPC Industries Inc.	737000058-1	Chemicals - Sodium Bisulfite	75-68-6710	237.90
01/29/2016	51372	33	DPC Industries Inc.	737000110-1	Chemicals - Sodium Hypo	75-68-6710	906.50
Total 51372:							1,332.20
01/29/2016	51373	504	Eastgate Engraving & Awards LLL	4176	Home Rule Charter Commission Plaques	10-61-6730	225.00
Total 51373:							225.00
01/29/2016	51374	1194	Envirotech Services Inc.	CD20160732	Ice Slicer	10-68-6710	2,591.12
01/29/2016	51374	1194	Envirotech Services Inc.	CD20160732	Ice Slicer	10-68-6710	2,481.79
01/29/2016	51374	1194	Envirotech Services Inc.	CD20160732	Ice Slicer	10-68-6710	2,551.85

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 51374:							7,624.76
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Supplies	70-68-6710	109.49
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Supplies	70-68-6710	3.75
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Supplies	75-68-6710	3.20
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Shop Supplies	10-68-6710	17.54
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Shop Towels	10-68-6710	7.65
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Spray Paint for Locates	70-68-6633	65.88
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Supplies	75-68-6710	27.18
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Shop Bench	75-68-6710	125.55
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Tools	70-68-6735	16.95
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Tools	70-68-6735	12.19
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Supplies	70-68-6710	7.08
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Supplies	70-68-6710	14.49
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Supplies	70-68-6710	16.49
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Supplies	75-68-6710	7.25
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Repair Shop Sink	10-68-6735	3.35
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Shop Tools	10-68-6735	21.78
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Repairs - Washer, Dryer, Sink	10-68-6735	116.93
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Water Line for Washer at PW Shop	10-68-6735	29.84
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Washer and Dryer Drain	10-68-6735	4.45
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Drain for Washer	10-68-6735	4.10
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Airline for Shop	10-68-6735	14.30
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Airline for Shop	10-68-6735	7.31
01/29/2016	51375	53	Farm & Home Lumber	020116-8720	Airline for Shop	10-68-6735	62.96
01/29/2016	51375	53	Farm & Home Lumber	021016-8720	Built Storage Unit	10-68-6735	94.39
01/29/2016	51375	53	Farm & Home Lumber	021016-8720	Freightliner Repairs	10-68-6710	4.59
01/29/2016	51375	53	Farm & Home Lumber	021016-8720	Supplies	70-68-6710	18.05
Total 51375:							788.14
01/29/2016	51376	503	Flowmation Inc.	3557	WW Controls	75-68-6633	400.00
Total 51376:							400.00
01/29/2016	51377	396	Gator Rubbish	313527	Trash Service - Lagoon Sewer	75-68-6633	100.00
01/29/2016	51377	396	Gator Rubbish	313962	Trash Service - 258 Fifth Avenue	10-68-6633	48.00
01/29/2016	51377	396	Gator Rubbish	315141	Trash Service - 557 Ash Street	10-64-6633	38.00
01/29/2016	51377	396	Gator Rubbish	315141	Portable Toilet	10-69-6415	205.00
01/29/2016	51377	396	Gator Rubbish	315147	Trash Service - WW Treatment Plant	75-68-6633	48.00
Total 51377:							439.00
01/29/2016	51378	19	Grainger	9933539703	RO Supplies	70-68-6710	237.60
Total 51378:							237.60
01/29/2016	51379	1273	Grease Monkey	93725153	Oil Change - 2010 Ford F150 - 0548	70-68-6633	41.99
Total 51379:							41.99
01/29/2016	51380	1047	JE-CO Equipment	W 1-1274	Airline Rebuild	10-68-6735	66.90
Total 51380:							66.90

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
01/29/2016	51381	6	Office Depot	1885963347	Tax Forms	10-64-6720	79.36
01/29/2016	51381	6	Office Depot	1887021903	Office Supplies	10-64-6720	131.90
01/29/2016	51381	6	Office Depot	1887021903	Operating Supplies	10-64-6710	34.36
Total 51381:							245.62
01/29/2016	51382	1185	PASS - West	1600233-IN	Garage Door Openers	10-66-7736	118.86
01/29/2016	51382	1185	PASS - West	1600233-IN	Gate Reset and Remotes	10-68-6735	229.24
Total 51382:							348.10
01/29/2016	51383	1146	Rebecca Utecht	012816	Mileage - Bank and Meeting	10-64-6213	36.72
01/29/2016	51383	1146	Rebecca Utecht	012816	Cell Phone - December 2016	10-64-6411	25.00
Total 51383:							61.72
01/29/2016	51384	114	S. E. Weld County Chamber of Co	011616	Annual Chamber Banquet	10-65-7103	300.00
Total 51384:							300.00
01/29/2016	51385	285	Town of Hudson	011516	Newsletter Quiz Winners - Volume No. 81	10-69-6730	100.00
Total 51385:							100.00
01/29/2016	51386	131	Tribune The	4490978	Publishing - Ordinance 15-15	10-64-6620	28.62
01/29/2016	51386	131	Tribune The	4490979	Publishing - Ordinance 15-16	10-64-6620	27.72
01/29/2016	51386	131	Tribune The	4490980	Publishing - Ordinance 16-01	10-64-6620	160.35
01/29/2016	51386	131	Tribune The	4491848	Publishing - CMGC RFQ Town Hall	10-64-6620	33.90
Total 51386:							250.59
01/29/2016	51387	5	United Power	011116-1553	Electric - Town Hall - 557 Ash Street	10-64-6413	239.82
01/29/2016	51387	5	United Power	011116-1553	Electric - Town Hall - 557 Ash Street	70-64-6413	239.81
Total 51387:							479.63
01/29/2016	51388	99	USA BlueBook	840934	Supplies	70-68-6710	149.44
01/29/2016	51388	99	USA BlueBook	845995	Lab Supplies	70-68-6710	230.35
01/29/2016	51388	99	USA BlueBook	845995	Meter Install Tools	70-68-6735	534.95
Total 51388:							914.74
01/29/2016	51389	536	Verizon Wireless	9758617472	Cell Phone Service - Mayor Patch	10-61-6411	29.40
01/29/2016	51389	536	Verizon Wireless	9758617472	Admin Cell Phone Service	10-64-6411	5.90
01/29/2016	51389	536	Verizon Wireless	9758617472	Cell Phone Service- Marshal	10-66-6411	13.17
01/29/2016	51389	536	Verizon Wireless	9758617472	Cell Phone Service - PW	10-68-6411	48.68
01/29/2016	51389	536	Verizon Wireless	9758617472	Cell Phone Service - Rec Director Stam	10-69-6411	46.61
01/29/2016	51389	536	Verizon Wireless	9758617472	Water Cell Phone Service	70-64-6411	13.41
01/29/2016	51389	536	Verizon Wireless	9758617472	Wastewater Cell Phone Service	75-68-6411	13.41
01/29/2016	51389	536	Verizon Wireless	9758617472	Water Ops Cell Phone Service	70-68-6411	13.36
Total 51389:							172.14
01/29/2016	51390	293	Virulent Solutions Inc,	H160119	Computer, Server Updates and Maintenance	10-64-6633	1,045.00

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 51390:							1,045.00
01/29/2016	51391	13	Weld County Sheriff's Office	012016	Weld County Sherrif's Patrol Time	10-66-6632	7,272.58
Total 51391:							7,272.58
Grand Totals:							26,160.86

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

MEMORANDUM

2.a.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: February 3, 2016
Subject: Grant agreement, EIAF 8072, Town Hall matching grant

Attachment

The Town has received approval of a 50/50 matching grant from the Colorado Energy and Mineral Impact Assistance Fund to assist with the design and construction of a new town hall. The building, to be located next to the library, has been the topic of discussion for years from the early conceptual discussions, through the preliminary design stages and construction of site improvements.

This is the fourth grant received by Hudson from the fund in the last ten years. Our earlier grants were for the wastewater plant for the frontage road realignment and for the management intern. Grant funds come from federal mineral royalties and from state severance taxes on minerals.

The full amount of the requested grant, \$1,748,220, is included in the contract. Funds from the grant come as a reimbursement, requested after progress payments are made by the Town. The actual amount of grant funds received will be 50% of eligible expenses up to that amount.

The proposal is to construct a town hall of approximately 10,000 square feet on a site next to the new library. Site improvements will include lighted parking, completion of a loop drive back to Beech Street, and a plaza between the town hall and the library. The preliminary design by the Town's architect, Humphries Poli, was completed prior to the grant application. When the agreement is fully executed I will give the architect a notice to proceed with the final design. There will be additional opportunities for the Board to participate in the design as that process moves forward.

As we discussed earlier, we are proceeding with the selection of a "Construction Manager/General Contractor" (CM/GC) contractor. The first step, solicitation of qualifications statements, has been completed with six contractors responding to our invitation. Next, we will review the qualifications statements and cull the list down to three finalists from whom we will solicit full proposals. I will scan and email qualifications statements for review and comment by interested Board members.

The agreement is the standard grant contract from the Colorado Department of Local Affairs. It is being reviewed by Corey Hoffmann.

GRANT AGREEMENT

Between

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

And

TOWN OF HUDSON

Summary

Award Amount: \$1,748,220.00

Identification #s:

Encumbrance #: F16S8072 *(DOLA's primary identification #)*
Contract Management System #: 86682 *(State of Colorado's tracking #)*

Project Information:

Project/Award Number: EIAF 8072
Project Name: Hudson Town Hall
Performance Period: Start Date: _____ End Date: 8/31/2017
Brief Description of Project / Assistance: The Project consists of the design and construction of a new Town Hall for the Town of Hudson.

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
Funding Account Codes: _____

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EXHIBIT A – APPLICABLE LAWS

EXHIBIT B – SCOPE OF PROJECT

EXHIBIT C – RESERVED.

EXHIBIT D – RESERVED.

EXHIBIT E – PROJECT PERFORMANCE PLAN

EXHIBIT F – RESERVED.

EXHIBIT G – FORM OF OPTION LETTER

FORM 1 – RESERVED.

1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between the **TOWN OF HUDSON** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (*see checked option(s) below*):

- A. The Effective Date.
- B. The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
- C. insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and **Exhibit B**.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Scope of Project)
- iii. Exhibit E (Project Performance Plan)
- iv. Exhibit G (Form of Option Letter)

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in §2 above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project

“Project” means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B**.

O. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

U. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **August 31, 2017** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$1,748,220.00 (ONE MILLION, SEVEN HUNDRED FORTY-EIGHT THOUSAND, TWO HUNDRED TWENTY-TWO and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. Budget Line Item Adjustments.

Modifications to uses of such Grant Funds shall be made in accordance with §4.4 of Exhibit B. For line item adjustments over 10% but less than 24.99% (a “Minor Line Item Adjustment”) which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit G (each an “Option Letter”). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. Overall Budget Adjustments.

Modifications to the overall Budget shall be made in accordance with §4.5 of Exhibit B. For overall Budget adjustments less than 24.99% (a “Minor Budget Adjustment”) which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. Setting Final Initial Budget.

All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with §4.5.1.1 of Exhibit B. If such True-up Budget Proposal (as such term is defined in §4.5.1.1 of Exhibit B) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Matching/Leveraged Funds

Grantee shall provide matching and/or leveraged funds in accordance with Exhibit B.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee’s obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in Exhibit B.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States

[*Not applicable if Grant Funds include any federal funds*] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with §16 (Notices and Representatives), within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this §8.C shall constitute a material breach of this Grant.

D. Noncompliance

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or
- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section shall | shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder’s Risk Insurance

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee’s, Subgrantee’s and Subcontractor’s services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,
- ii. In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
- iii. Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,
- iv. Additional Insured**
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).
- v. Primacy of Coverage**
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.
- vi. Cancellation**
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.
- vii. Subrogation Waiver**
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This

subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E** – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or

performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

Mayor Raymond Patch
Town of Hudson
PO Box 351
Hudson, Colorado 80642
Email: rpatch@hudsoncolorado.org

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section shall | shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative

works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section shall | shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
 - i. That he or she is a United States citizen or legal permanent resident; or
 - ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section shall | shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -

TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

- a) Approval by Division Director
The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of **Exhibit B** and the Principal Representative in §16.
- b) Approval by DOLA Controller
The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit A (Applicable Laws)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Any executed Option Letters
- v. Exhibit B (Scope of Project)
- vi. Exhibit E (Project Performance Plan)
- vii. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

GRANTEE TOWN OF HUDSON	STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS
By: _____ Name of Authorized Individual (print)	By: _____ Irv Halter, Executive Director
Title: _____ Official Title of Authorized Individual	Date: _____
_____ *Signature	
Date: _____	PRE-APPROVED FORM CONTRACT REVIEWER
	By: _____ Bret Hillberry, State Grants Program Manager
	Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER Robert Jaros, CPA
By: _____ Janet Miks, CPA, Controller Delegate
Date: _____

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Project consists of the design and construction of a new Town Hall for the Town of Hudson.

2.2. Work Description. The Town of Hudson (Grantee) shall contract for the design and construction of a new Town Hall, to be located on Beech Street south of Remington Drive. The new Town Hall shall be approximately 10,021 square feet, with approximately 8,495 square feet of finished space. The Town Hall shall include offices, meeting rooms, a town board chamber, kitchen/break room, restrooms, and storage rooms. The unfinished space shall be used to accommodate future growth on an as-needed basis. The Grantee shall own the completed building and in accordance with §9 below, a contractor will be hired to complete the Work.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: labor and materials costs, bond and insurance costs, bid advertisements, purchase and erection of pre-engineered buildings. Architectural and Engineering, permitting, LEED consulting costs and legal fees shall be the sole the responsibility of the Grantee.

2.6. Cost Savings. Cost Savings derived while completing the Project shall be:

2.6.1. split on a pro-rata basis between the State and Grantee

2.6.2. returned to the State

3. DEFINITIONS

3.1. "Cost Savings" means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

3.2. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this **Exhibit B**.

3.3. Project Budget Line items.

3.3.1. "Building or Facility Construction" means labor and materials costs, bond and insurance costs, bid advertisements, purchase and erection of pre-engineered buildings, and attorney's fees.

3.4. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is a completed Town Hall to meet the Grantee's current needs with the ability to expand in the future as-needed.

- 4.2. Service Area.** The performance of the Work described within this Grant shall be located in Hudson, Colorado.
- 4.3. Performance Measures.** Grantee shall comply with the performance measures detailed in **Exhibit E**.
- 4.4. Budget Line Item Adjustments.** Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- 4.4.1.** Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee's Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.
- 4.4.2.** All changes to individual budget line amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a "**Minor Line Item Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(i)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.
- 4.4.3.** All changes to individual budget line amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.
- 4.4.4. Signature Authority.** All Grantee notices and requests submitted to DOLA pursuant to this **§4.4** (each a "**Line Item Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.
- 4.5. Overall Budget Adjustments.**
- 4.5.1.** All changes to the overall Budget which are less than 24.99% (each a "**Minor Budget Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(ii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.
- 4.5.1.1. Exception for Setting Final Initial Budget.** Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a "**True-up Budget Proposal**"). Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(iii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this **§4.5.1.1** is only permitted once under this Grant.
- 4.5.2.** All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall

include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.5.3. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this §4.5 (each a “**Budget Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

4.6. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

4.7. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State 's sole discretion, as the State executed this Grant in part reliance on Grantee’s representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.

5.2. Responsible Administrator. Grantee’s performance hereunder shall be under the direct supervision of Joe Racine, Town Administrator (manager@hudsoncolorado.org), an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel: None. Such key personnel shall be updated through the approval process in §5.1.

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. Matching Funds. Grantee shall provide the required (*see checked item*) Matching Funds, as listed in the “Matching Funds” column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Building or Facility Construction	\$3,188,800	\$1,748,220	\$1,440,580	Grantee
Total	\$3,188,800.00	\$1,748,220.00	\$1,440,580.00	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$1,660,809	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$87,411	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$1,748,220	

7.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

Town of Hudson
 PO Box 351
 Hudson, CO 80642

7.3. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this Exhibit B.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee’s pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding

certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EXHIBIT E – PROJECT PERFORMANCE PLAN

Funding: EIAF	Name of Grantee Town of Hudson
Project Number: 8072	Name of Project Town Hall
DESCRIPTION OF PROJECT:	The Project consists of the design and construction of a new Town Hall for the Town of Hudson.
DLG Staff: Don Sandoval - Regional Manager (970) 679-4501 DS	Robert Thompson - Regional Assistant_(970) 679-4503 RT
MILESTONES – Grantee shall...	STATE ROLE- DLG shall...
Put Project out to bid.	Assist Grantee with bidding process, if necessary. Provide feedback to Grantee identifying issues or concerns, if any.
Award and finalize subcontract(s) and/or sub-grant(s). – Provide DOLA with Copy of Final Bid Score Tabulation	Review selection and award documentation, and copy of subcontract(s) and/or sub-grant(s) for project file. Provide feedback to Grantee identifying issues or concerns, if any.
Provide DOLA with Project Timeline.	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.
Contractor mobilization.	Monitor construction progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.
Project Completion.	Review past quarterly reports, conduct on-site monitoring, and review final report.
	ACHIEVED: <u>MM/DD/20YY</u>

<p>Submit quarterly progress reports, which includes: Project Performance Plan accomplishments and a Financial Summary Report for:</p> <p>1st Quarter 2016 2nd Quarter 2016 3rd Quarter 2016 4th Quarter 2016 1st Quarter 2017 2nd Quarter 2017 3rd Quarter 2017</p> <p>Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports.</p> <p>Such evaluation may consist of any/all of the following monitoring methods:</p> <p>a) on-site walk through inspections of the new Town Hall in order to determine if:</p> <p>i) the Contractor has completed a percentage of the construction as would be expected under this Grant and Exhibit B:</p> <p>ii) the Contractor is experiencing delays;</p> <p>iii) the design and construction is progressing per agreed upon timeline/milestones and as would be expected under this Grant and Exhibit B (including but not limited to obtaining required approvals, use of approved materials, and testing of all elements); and</p> <p>b) question and answer sessions with the Contractor to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review.</p>	<p>(30 calendar days after each quarter):</p> <p>April 30, 2016 July 30, 2016 October 30, 2016 January 30, 2017 April 30, 2017 July 30, 2017 October 30, 2017</p>	<p>Review documents and provide follow up technical assistance as necessary.</p> <p>If needed, respond to a request for training within 10 days.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p>
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<p>Submit, at a minimum quarterly basis, pay requests and supporting documentation of expenses.</p>	<p>April 30, 2016 July 30, 2016 October 30, 2016 <u>January 30, 2017</u> April 30, 2017 July 30, 2017 October 30, 2017</p>	<p>Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p>
<p>Submit the Project Final Report to DOLA within 90 days after the Project Completion or expiration of Grant Agreement.</p>	<p>November 29, 2017</p>	<p>Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p>

QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on:

Month January **Amount**

Month January **Amount**

Month January **Amount**

Were any months "zero payment" (no costs incurred) during this quarter? If so, please provide an explanation.

What are the forecasted costs for the next quarter?

Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?

Do you foresee any potential problems meeting the Grant Agreement completion deadline?

Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?

EXHIBIT G Form of Option Letter

Date: _____	Original Grant CMS #: _____	Option Letter # _____	CMS Routing # _____
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1) OPTIONS:

- a. Option to issue a new Budget (§6.2 of Exhibit B) for a Minor Line Item Adjustment (as defined in §4.4.2 of Exhibit B).
- b. Option to issue a new Budget (§6.2 of Exhibit B) for a Minor Budget Adjustment (as defined in §4.5.1 of Exhibit B).
- c. Option to issue a new Budget (§6.2 of Exhibit B) for acceptance of a True-Up Budget Proposal (as defined in §4.5.1.1 of Exhibit B).

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Option 1(a):** In accordance with §7(C)(i) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- b. **For use with Option 1(b):** In accordance with §7(C)(ii) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
- c. **For use with Option 1(c):** In accordance with §7(C)(iii) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or **Insert start date**, whichever is later.

<p>STATE OF COLORADO John W. Hickenlooper GOVERNOR Colorado Department of Local Affairs</p> <hr/> <p>By: Irv Halter, Executive Director</p> <p>Date: _____</p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA

By: _____
 Janet Miks, CPA, Controller Delegate

Date: _____

MEMORANDUM

2.b.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: February 3, 2016
Subject: Ordinance No. 16-02, Sidewalk Maintenance

Attachments

Hudson does not currently have an ordinance requiring that snow and ice be removed from sidewalks adjoining private properties. Attached are Ordinance No. 16-02, presented for consideration on first reading, and a summary of sidewalk snow removal requirements from all of our neighboring communities.

The proposed ordinance requires that snow and ice be cleared from sidewalks within 24 hours of the end of a storm. The person or company in charge of the property adjoining the sidewalk is responsible for removing the snow and ice. This is similar to the requirement for managing weeds in adjoining rights of way.

Snow and ice on a sidewalk is declared to be a public nuisance. It provides for the Town to abate the nuisance if the responsible person doesn't take care of it, and it prohibits piling shoveled snow in the street.

If passed on first reading, the ordinance with any amendments will be scheduled for second reading on February 17th.

Fort Lupton

It shall be unlawful for any owner, or the agent or the tenant of such owner, of any lot, block or parcel of land within the City to allow any snow, sleet, ice, dirt, debris or any other obstruction to accumulate or to remain upon any sidewalk adjoining such lot, block or parcel of land within the City, longer than twenty-four (24) hours from the time of the last accretion of such snow, sleet, ice, dirt, debris or other obstruction.

Brighton

It is unlawful for any person who is owner, tenant or occupant, or any agent, servant, representative or employee of such owner, tenant or occupant having control of any lot, block or parcel of land within the City to allow any snow, sleet, ice or other obstruction to accumulate or remain upon any sidewalk adjoining such lot, block or parcel of land within the City for more than twenty-four (24) hours after the time of the last accumulation of such snow, sleet, ice or other obstruction.

Lochbuie

It shall be the responsibility of the present and future owners of property adjacent to all public streets and occupants thereof to provide for the proper maintenance of all property and improvements thereon from such owner's property line to the main traveled portion of the adjacent public street to the front and, in the case of a corner lot, to the side. Such responsibility shall include, but not necessarily be limited to, periodic mowing, weed or rank vegetation removal, watering of landscape improvements, and removal of snow and ice from any sidewalk located within such property within a reasonable time after accumulation thereof, not to exceed twenty-four (24) hours.

Kersey

It shall be the duty of all persons, whether owners or not, within the corporate limits of the Town to keep the sidewalks in front of and adjacent to the tenements and grounds occupied by them clear of snow and ice; and after fall of such snow, such persons shall remove the same from such sidewalks within twenty-four (24) hours after the termination of each such snowfall. It shall be unlawful for any person to drag, shovel or deposit any snow that has been removed from private property upon any street, gutter or sidewalk or upon any other public ground or place in the Town except in an area which has been designated for such a deposit of snow. Said designation shall occur by Board of Trustee resolution which shall be published once in a newspaper of general circulation subsequent to its passage.

Keenesburg

It shall be unlawful for any owner or occupant of any lot, block or parcel of ground within the Town, or any agent in charge of such property, to allow any snow or ice to accumulate or remain upon any sidewalk alongside such property longer than twenty-four (24) hours from the time of the last accretion of such snow and ice.

Platteville

It is unlawful for any person to cause or permit snow or ice to accumulate or to remain for more than twenty-four (24) hours upon any public sidewalk abutting or adjacent to property which he or she owns or occupies.

Gilcrest

The owner, occupant, lessee or person in possession or control of any premises or property shall maintain the sidewalks adjoining such premises or property in good repair and in a safe, unobstructed condition, free of snow, weeds and debris.

ORDINANCE NO.

16-02
Series of 2016

TITLE: AN ORDINANCE AMENDING THE TOWN OF HUDSON MUNICIPAL CODE BY THE ADDITION THERETO OF A NEW ARTICLE 8 OF CHAPTER 11 ENTITLED "MAINTENANCE OF SIDEWALKS"

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF HUDSON, COLORADO, THAT:

Section 1. The Town of Hudson Municipal Code is amended by the addition thereto of a new Article 8 of Chapter 11 entitled Maintenance of Sidewalks," to read as follows:

ARTICLE 8

Maintenance of Sidewalks

Sec. 11-141. Removal of snow and ice from sidewalks

(a) Every person, partnership, corporation, or other entity in charge or control of any building or lot of land within the Town fronting or abutting on a paved sidewalk, whether as owner, tenant, occupant, lessee or otherwise, shall remove and clear away, or cause to be removed and cleared away, snow and ice from so much of such sidewalk as is in front of or abuts on such building or lot of land, within twenty-four (24) hours after the cessation of any fall of snow, sleet or freezing rain.

(b) In the event snow and ice on a sidewalk has become so hard that it cannot be removed without likelihood of damage to the sidewalk, the person or entity charged with its removal shall, within twenty-four (24) hours after the cessation of any fall of snow, sleet or freezing rain, cause enough sand or other abrasive to be put on the sidewalk to make travel thereon reasonably safe, and shall then, as soon thereafter as weather permits, cause such sidewalk to be thoroughly cleaned.

(c) As used in this Section, the term *sidewalk* means that portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, intended for the use of pedestrians.

Sec. 11-142. Notice and removal; nuisance.

(a) The existence of snow and ice on sidewalks in the Town in violation of the provisions of Section 11-141 above is declared to be a public nuisance.

(b) Whenever an officer charged with the duty of enforcing this Article has knowledge of conditions in violation of Section 11-141 above, but no person can be found in or upon the building or lot of land fronting or abutting on the sidewalk upon which such conditions exist, such conditions constituting a nuisance may be abated without notice under the provisions of the Town nuisance ordinance (Article 2 of Chapter 7 of this Code), at the expense of the owner of such building or lot of land.

(c) Whenever any condition constituting a nuisance under the provisions of this Section is found in existence more than twenty-four hours after delivery of any notice or notification thereof to a person or entity charged with its removal, such nuisance may be abated without notice under the provisions of Article 2 of Chapter 7 of this Code, at the expense of the person or entity charged with removal of snow and ice.

Sec. 11-143. Deposit of snow and ice in public roadway.

It is unlawful to remove any snow and ice from any parking lot, public sidewalk, private walk, private road or private driveway and deposit or dump the same upon or into a public street, road or highway.

Sec. 11-144. Penalty.

Any violation of this Article shall be punishable as provide by Article 2 of Chapter 7 and Article 5 of Chapter 1.

Section 2. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the Town of Hudson, that it is promulgated for the health, safety, and welfare of the public, and that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall become effective thirty (30) days after final publication.

INTRODUCED, READ IN FULL, AND ADOPTED this _____ day of _____, 2016.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, CMC, Town Clerk

PASSED ON SECOND AND FINAL READING this _____ day of _____, 2016, AND ORDERED PUBLISHED ONCE IN FULL.

TOWN OF HUDSON, COLORADO

Raymond Patch, Mayor

ATTEST:

Linnette Barker, CMC, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

MEMORANDUM

2.c.

To: Board of Trustees
From: Joe Racine, Town Administrator
Date: February 3, 2016
Subject: House Bill 16-1155

Attachment

Attached is a bill that has been introduced into the Colorado House of Representatives that would allow Counties to designate a 4-lane county road as a "Primary" road, and would give them authority over access and signalization of the road, including any segment that is within an incorporated municipality.

The bill was introduced on January 27th and is sponsored by several legislators, including our local Representative Saine and Senator Sonnenberg. It would apply to County Road 49 after it is widened. No one discussed this bill with Hudson prior to it being introduced, and we have had little time to study it and discuss its consequences.

This meeting will be an opportunity for the Board to discuss the bill with Corey Hoffmann, and to provide direction to staff regarding a position to convey to the CML Policy Committee. CML has indicated that it will oppose the bill.

Second Regular Session
Seventieth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 16-0480.01 Jason Gelender x4330

HOUSE BILL 16-1155

HOUSE SPONSORSHIP

Saine and Mitsch Bush, Humphrey, Buck, Priola, Melton, Coram, Becker J., Nordberg

SENATE SPONSORSHIP

Sonnenberg, Marble

House Committees

Local Government

Senate Committees

A BILL FOR AN ACT

101 CONCERNING AUTHORIZATION FOR A COUNTY TO DESIGNATE A
102 FOUR-LANE CONTROLLED-ACCESS HIGHWAY THAT IS LOCATED
103 IN BOTH UNINCORPORATED AND INCORPORATED AREAS OF THE
104 COUNTY AS A PRIMARY ROAD OF THE COUNTY HIGHWAY
105 SYSTEM, AND, IN CONNECTION THEREWITH, SPECIFYING THE
106 JURISDICTION, CONTROL, AND DUTIES OF THE COUNTY AND OF
107 A MUNICIPALITY THROUGH WHICH THE HIGHWAY PASSES WITH
108 RESPECT TO SUCH A HIGHWAY.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.

<http://www.leg.state.co.us/bills/summaries/>)

The bill authorizes a county to designate a 4-lane controlled-access highway that is located in both unincorporated and incorporated areas of the county as a primary road of the county highway system, and specifies the respective jurisdiction, control, and duties of the county and of a municipality through which the highway passes with respect to such a highway.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, 43-2-110, **add** (1.5)

3 as follows:

4 **43-2-110. Selection by county - notice - secondary system.**

5 (1.5) THE BOARD OF COUNTY COMMISSIONERS OF ANY COUNTY MAY
6 DESIGNATE AS A PRIMARY ROAD ANY FOUR-LANE CONTROLLED-ACCESS
7 COUNTY HIGHWAY THAT IS LOCATED BOTH WITHIN THE UNINCORPORATED
8 AREA OF THE COUNTY AND WITHIN A CITY OR INCORPORATED TOWN. THE
9 RESPECTIVE JURISDICTION, CONTROL, AND DUTY OF THE COUNTY AND A
10 CITY OR INCORPORATED TOWN WITH RESPECT TO A FOUR-LANE
11 CONTROLLED-ACCESS COUNTY HIGHWAY THAT HAS BEEN DESIGNATED AS
12 A PRIMARY ROAD IS AS FOLLOWS:

13 (a) THE CITY OR INCORPORATED TOWN SHALL EXERCISE FULL
14 RESPONSIBILITY FOR AND CONTROL OVER THE HIGHWAY BEYOND AND
15 INCLUDING THE CURBS AND, IF NO CURB IS INSTALLED, BEYOND THE
16 TRAVELED WAY, ITS CONTIGUOUS SHOULDERS, AND APPURTENANCES.

17 (b) THE COUNTY HAS THE AUTHORITY TO GRANT OR DENY ACCESS
18 TO THE HIGHWAY.

19 (c) THE COUNTY HAS THE AUTHORITY TO PROHIBIT THE
20 SUSPENSION OF SIGNS, BANNERS, OR DECORATIONS ABOVE THE PORTION
21 OF THE HIGHWAY BETWEEN THE CURBS OR, IF THE HIGHWAY DOES NOT

1 HAVE CURBS, BETWEEN THE PORTION OF THE HIGHWAY USED FOR
2 VEHICULAR TRAVEL UP TO A VERTICAL HEIGHT OF TWENTY FEET ABOVE
3 THE SURFACE OF THE HIGHWAY.

4 (d) THE CITY OR INCORPORATED TOWN SHALL MAINTAIN ALL
5 UNDERGROUND FACILITIES IN THE HIGHWAY AT ITS OWN EXPENSE AND HAS
6 THE RIGHT TO CONSTRUCT SUCH UNDERGROUND FACILITIES AS MAY BE
7 NECESSARY IN THE HIGHWAY.

8 (e) THE CITY OR INCORPORATED TOWN HAS THE RIGHT TO GRANT
9 THE PRIVILEGE TO OPEN THE SURFACE OF THE HIGHWAY, BUT ALL
10 RESULTING DAMAGES SHALL PROMPTLY BE REPAIRED EITHER BY THE CITY
11 OR INCORPORATED TOWN ITSELF OR AT ITS DIRECTION.

12 (f) THE CITY OR INCORPORATED TOWN SHALL PROVIDE STREET
13 ILLUMINATION AT ITS OWN EXPENSE AND SHALL CLEAN THE HIGHWAY,
14 INCLUDING STORM SEWER INLETS AND CATCH BASINS.

15 (g) THE COUNTY HAS THE RIGHT TO UTILIZE ALL STORM SEWERS ON
16 THE HIGHWAY WITHOUT COST; AND IF NEW STORM SEWER FACILITIES ARE
17 NECESSARY IN CONSTRUCTION OF THE HIGHWAY BY THE COUNTY, THE
18 COUNTY AND THE MUNICIPALITY SHALL BEAR THE COST OF THE FACILITIES
19 AS MUTUALLY AGREED UPON BY THE BOARD OF COUNTY COMMISSIONERS
20 OF THE COUNTY AND THE LOCAL GOVERNING BODY OF THE CITY OR
21 INCORPORATED TOWN.

22 (h) THE CITY OR INCORPORATED TOWN SHALL REGULATE AND
23 ENFORCE ALL TRAFFIC AND PARKING RESTRICTIONS ON THE PORTION OF
24 THE HIGHWAY THAT IS LOCATED WITHIN THE CITY OR INCORPORATED
25 TOWN.

26 (i) THE COUNTY SHALL ERECT, CONTROL, AND MAINTAIN AT
27 COUNTY EXPENSE ALL ROUTE MARKERS AND DIRECTIONAL SIGNS, EXCEPT

1 STREET SIGNS, ON THE PORTION OF THE HIGHWAY LOCATED WITHIN THE
2 CITY OR INCORPORATED TOWN.

3 (j) THE COUNTY SHALL INSTALL, OPERATE, MAINTAIN, AND
4 CONTROL AT COUNTY EXPENSE ALL TRAFFIC CONTROL SIGNALS, SIGNS,
5 AND TRAFFIC CONTROL DEVICES ON THE PORTION OF THE HIGHWAY
6 LOCATED WITHIN THE CITY OR INCORPORATED TOWN. NO LOCAL
7 AUTHORITY SHALL ERECT OR MAINTAIN ANY STOP SIGN OR TRAFFIC
8 CONTROL SIGNAL AT ANY LOCATION THAT REQUIRES THE TRAFFIC ON THE
9 HIGHWAY TO STOP BEFORE ENTERING OR CROSSING ANY INTERSECTING
10 HIGHWAY UNLESS THE LOCAL AUTHORITY FIRST OBTAINS APPROVAL IN
11 WRITING FROM THE COUNTY. FOR THE PURPOSES OF THIS PARAGRAPH (j),
12 "TRAFFIC CONTROL DEVICE" INCLUDES, BUT IS NOT LIMITED TO, STRIPING,
13 LANE-MARKING, AND CHANNELIZATION.

14 (k) EITHER THE CITY OR INCORPORATED TOWN OR THE COUNTY
15 SHALL ACQUIRE RIGHTS-OF-WAY FOR THE HIGHWAY AS MUTUALLY
16 AGREED UPON. COSTS OF ACQUIRING THE RIGHTS-OF-WAY MAY BE THE
17 SOLE EXPENSE OF THE COUNTY OR THE CITY OR INCORPORATED TOWN, OR
18 SHARED BY BOTH, AS MUTUALLY AGREED UPON. TITLE TO ALL
19 RIGHTS-OF-WAY ACQUIRED VEST IN THE CITY OR INCORPORATED TOWN, OR
20 IN THE COUNTY, ACCORDING TO THE AGREEMENT UNDER WHICH THE
21 RIGHTS-OF-WAY WERE SECURED.

22 (l) THE COUNTY IS AUTHORIZED TO ACQUIRE RIGHTS-OF-WAY FOR
23 THE HIGHWAY BY PURCHASE, GIFT, OR CONDEMNATION. ANY
24 CONDEMNATION PROCEEDING SHALL BE CONDUCTED IN THE MANNER
25 PROVIDED BY LAW FOR CONDEMNATION PROCEEDINGS TO ACQUIRE LANDS
26 REQUIRED FOR COUNTY HIGHWAYS. NOTHING IN THIS SUBSECTION (1.5)
27 ABROGATES THE RIGHT OF A HOME RULE CITY TO ACQUIRE LANDS FOR

1 PURPOSES AND IN THE MANNER SET FORTH IN THE CHARTER OF THE CITY.

2 **SECTION 2. Act subject to petition - effective date.** This act
3 takes effect at 12:01 a.m. on the day following the expiration of the
4 ninety-day period after final adjournment of the general assembly (August
5 10, 2016, if adjournment sine die is on May 11, 2016); except that, if a
6 referendum petition is filed pursuant to section 1 (3) of article V of the
7 state constitution against this act or an item, section, or part of this act
8 within such period, then the act, item, section, or part will not take effect
9 unless approved by the people at the general election to be held in
10 November 2016 and, in such case, will take effect on the date of the
11 official declaration of the vote thereon by the governor.