

EXHIBIT A, STATEMENT OF WORK

1. PURPOSE

1.1. Innovative Housing Planning Program. The purpose of the Innovative Housing Planning Grant Program (IHOP) is to assist political subdivisions to assess the housing needs of its communities and promote the development of affordable housing.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of the development of a housing needs assessment and a strategic housing plan, and implementation of land use/zoning code and policy updates to incentivize and/or reduce barriers to affordable housing development in Lyons, Colorado.

2.2. Work Description. The Town of Lyons (“Grantee”) will hire a qualified consultant to develop a housing needs assessment and strategic housing plan, and conduct work to assess, refine, and adopt qualifying policy and regulatory strategies for affordable housing (as defined locally or aligned with the definition of affordable housing in C.R.S. 24-32-130(1)(a) as up to 80% Area Median Income (AMI) for rental housing and up to 140% AMI for home ownership opportunities.

Grantee will conduct a robust community engagement process to ensure participation by underrepresented voices as well as all key stakeholders. The Grantee will examine opportunities for updates to internal processes and procedures that support affordable housing development and community benefits.

The Grantee will complete quarterly performance metric reporting in a form provided by DOLA. In addition, a Final Informal Memo will be submitted that identifies the following: 1) strategies the Grantee originally proposed to pursue; 2) the outcome of that exploration; 3) which strategies were adopted with links to the code sections; 4) the community engagement process used; 5) how the process was inclusive and addressed equity concerns; 6) how project implementation informed policy decisions or approach; 7) and any lessons learned. Grantee will own all resulting documents.

2.2.1. A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

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: consultant fees, RFP/bid advertisements, and attorney's fees. Ineligible expenses include administrative costs, food, or services to support community engagement/public meetings.

3. DEFINITIONS

3.1. “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.

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4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is a Final Informal Memo, housing needs assessment and a strategic housing plan, and land use/zoning code text amendments and policy updates to provide incentives and/or reduce barriers to affordable housing development in Lyons, Colorado.

4.2. Service Area. The performance of the Work described within this Grant shall be located in the Town of Lyons, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Begin work/Contractor mobilization.	Within 90 days after the Effective Date of this Grant Agreement.
Documented efforts to explore and implement/adopt qualifying strategies.	Within 30 days before the first formal public hearing (e.g., Planning Commission) is scheduled.
Submit draft deliverables (housing needs assessment, strategic housing plan, land use/zoning code and policy updates, and Final Informal Memo to DOLA) for review.	Within 30 days before the first formal public hearing (e.g., Planning Commission) is scheduled.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	May 15, 2024

4.4. Quarterly Pay Request and Status Reports. Beginning ten (10) 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 or reimburse the Grantee for actual eligible 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. Pay Requests and Status Reports are due within ten (10) days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.4.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by Expenditure Category as per **Exhibit C, Budget** 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.

4.4.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
1st (Jan-Mar)	2023	April 10, 2023	Yes	Yes
2nd (Apr-Jun)	2023	July 10, 2023*	Yes	Yes

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3rd (Jul-Sep)	2023	October 10, 2023	Yes	Yes
4th (Oct-Dec)	2023	January 10, 2024	Yes	Yes
1st (Jan-Mar)	2024	April 10, 2024	Yes	Yes

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 10 annually.**

4.5. 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. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Victoria Simonsen, Town Administrator, (vsimonsen@townoflyons.com)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. 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.

5.2. Other Key Personnel. **Cassandra Eyestone, Director of Finance, (cevestone@townoflyons.com)**. Such key personnel shall be updated through the process in §5.3.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit A** cease to serve. All notices sent under this subsection shall be sent in accordance with §13 of the Grant.

5.4. DLG Program Manager: **Mitch Hendrick, (303) 548-9364, (mitch.hendrick@state.co.us)**

5.5. DLG Program Assistant: **Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us)**

6. FUNDING

The State provided funds shall be limited to the amount and type specified in **Exhibit C, Budget**.

7. ADMINISTRATIVE REQUIREMENTS

7.1. 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.

7.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.4 of this **Exhibit A**.

7.1.2. Final Reports. Within 45 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

7.2. 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.

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7.2.1. 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.

7.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

7.3.1. 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.

7.3.2. 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.

7.3.3. 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.

7.3.4. Substitution. The bonding requirements in this §7.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

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

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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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