AGENDA for a Regular Meeting of the Board of Trustees of the Town of Fairplay, CO Monday, June 16, 2025, at 6:00 P.M. in the Fairplay Town Hall, 901 Main St, Fairplay, CO

Join the Meeting by TEAMS (Meeting ID: 274 965 459 327 6 / Passcode: aW2fq3Rv)

I. CALL TO ORDER
II. PLEDGE OF ALLEGIANCE
III. ROLL CALL
IV. APPROVAL OF AGENDA
V. CONSENT AGENDA (*This item is intended to streamline the Board Meeting grouping routine, non-controversial business. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*

- **A. APPROVAL OF PRIOR MEETING MINUTES** – May 5, 2025 Regular Meeting.
- **B. APPROVAL OF CHECK EXPENDITURES** – Paid bills for all Town funds from May 29, 2025, through June 12, 2025 in the amount of **$207,794.03**.
- **C. APPROVAL OF EFT EXPENDITURES** for all Town funds for May 1, 2025 through May 31, 2025, in the amount of **$185,972.28**.
- **D. APPROVAL OF RECONCILATION** for all Town financial accounts and funds for the month of April, 2025.

VI. CITIZEN COMMENTS (*This item allows the public to sign up to address the Board on matters that are not already on the agenda. Comments are limited to 5 minutes per person. On advice of counsel, neither the Board nor Staff members will directly respond to comments; instead, the Board will direct Staff to respond and, when necessary, provide a status update to the Board.)*

VII. PRESENTATIONS, PROCLAMATIONS & UPDATES

- **A.** Update from Xcel Energy Area Manager Blair McGary.

VIII. NEW BUSINESS

- **A. FIRST READING** – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 18, Series of 2025, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND CHERYL SLAVEN FOR THE 491 FRONT STREET EXTERIOR PAINTING AND TRIM PROJECT**."?
- **B. FIRST READING** – Should the Board Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 19, Series of 2025, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE LAND BANKING PROGRAM**."?
- **C. FIRST READING** – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 20, Series of 2025, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO**, **APPROVING AN AGREEMENT WITH TERRAGENESIS, LLC FOR DEWATERING, TRANSPORTATION AND LAND APPLICATION SERVICES FOR BIOSOLIDS**."?
- **D.** Should the Board of Trustees for the Town of Fairplay, Colorado approve the purchase of real property adjacent to the Town's Water Plant, 1582 Beaver Creek Road and TBD Beaver Creek Road, Fairplay, CO 80440 AKA county parcel ID R0048989 and R0048990.

IX. STAFF AND BOARD OF TRUSTEE REPORTS
X. ADJOURNMENT.

<u>Upcoming Meetings / Events</u>

Fairplay Board of Trustees Regular Meeting	June 16, 2025
JUNETEENTH HOLIDAY (Government Offices Closed)	June 19, 2025
TGIFairplay FREE Concert Friday with Chris Daniels & the Kings	June 27, 2025
Fairplay Independence Day Celebration	July 4, 2025
Fairplay Board of Trustees Regular Meeting	July 7, 2025
Park County Fair & Rodeo	July 11-20, 2025
Fairplay Board of Trustees Regular Meeting	July 21, 2025
Fairplay Gem, Mineral and Jewelry Show	July 24-27, 2025
TGIFairplay FREE Concert Friday with The Long Run	July 25, 2025
76th Burro Days Celebration	July 25-27, 2025
Fairplay Board of Trustees Regular Meeting	August 4, 2025
National Night Out	August 5, 2025
TGIFairplay Final FREE Concert Friday with Hzel Miller and FREE Ice Cream & Peaches	August 22, 2025
Fairplay Fall Festival	September 20, 2025

OFFICIAL MINUTES
REGULAR BOARD MEETING
MAY 5, 2025
901 MAIN STREET, FAIRPLAY, CO 80440

I. REGULAR MEETING – CALL TO ORDER

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, May 5, 2025, at 6:00 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. PLEDGE OF ALLEGIANCE

Mayor Just led the pledge of allegiance.

III. ROLL CALL

BOARD MEMBERS PRESENT:	Mayor Frank Just, Mayor Pro Tem Ray Douglas, Trustee Erik Baum, and Trustee Josh Voorhis
BOARD MEMBERS ABSENT:	None
STAFF IN ATTENDANCE:	Town Administrator Janell Sciacca

IV. APPROVAL OF AGENDA

MOTION to approve the agenda as presented was made by Trustee Voorhis and seconded by Mayor Pro Tem Douglas.

- Roll call vote: Unanimous approval.

V. CONSENT AGENDA

A. APPROVAL OF REGULAR MEETING MINUTES – April 7, 2025
B. APPROVAL OF REGULAR MEETING MINUTES – April 28, 2025
C. APPROVAL OF EXPENDITURES – Paid bills for all Town funds from April 26, 2025, through May 1, 2025, in the amount of $7,696.98.

Scott Dodge, representing Park County Law Enforcement Gives Back, noted a change to the April 7 minutes and requested the golf course for the Nate Carrigan Tournament be corrected to Raccoon Creek. Town Administrator advised she made several minor non-substantiative corrections as well.

MOTION to approve the Consent Agenda with the minute amendments as amended and the expenditures as stated was made by Trustee Baum and seconded by Trustee Voorhis.

- Roll call vote: Unanimous approval.

VI. CITIZEN COMMENTS – None.

VII. PROCLAMATIONS, PRESENTATIONS & UPDATES

A. Proclamation recognizing the week of May 11-17, 2025 as National Police Week.
B. Proclamation recognizing May 4, 2025 as International Firefighters' Day.

Mayor Just read the proclamations into the record and signed each recognizing May 11-17, 2025 as National Police Week and May 4, 2025 as International Firefighters' Day. Town Administrator Sciacca mentioned that the Police Chief Worley had lowered the flag for Firefighters' Day and they were discussing plans to better recognize law enforcement in Park County in the future.

VIII. NEW BUSINESS

A. Interview of Applicants and Appointment to fill Vacant Seat on the Fairplay Board of Trustees.

Applicant Courtney Avery was interviewed to fill a vacancy on the Board of Trustees. Avery expressed a desire to bring diversity and a different perspective to the board and advised she has been involved in various community activities and volunteering. Avery emphasized her enthusiasm and ability to engage with the community.

MOTION to appoint Courtney Avery to the vacant Fairplay Board of Trustee seat for the unexpired term of office ending April 2026 was made by Trustee Voorhis and seconded by Trustee Baum.

- Roll call vote: Unanimous approval.

B. Administration of Oath of Office to Appointed Trustee.
Town Administrator/Clerk Sciacca administered Avery's Oath of Office. Avery assumed her seat at the dais.

C. 2025 1st Quarter Town of Fairplay Financial Update by Amanda Karger, Senior Manager of Plante Moran.
Mayor Just welcomed Amanda Karger and Kari Shea from Plante Moran. Both appeared remotely by TEAMS. Karger and Shea presented a financial update for the Town sharing and reviewing the following key points:

- 2023 audit closed, 2024 audit underway and expected to be completed by the end of June
- Year-end entries for 2024 complete
- Improvements made to streamline financial and accounting processes:
  - Payroll process streamlined, reducing processing time significantly.
  - Payroll remittances and related bills handled more efficiently.
  - Better procedures have established for smooth flow into the general ledger.
- Evaluating tools to modernize accounting processes, including:
  - Exploring options for electronic payments to reduce errors and save time.
  - Exploring improvements to the chart of accounts to better handle grants and evolving financial needs.
  - Exploring adding Accounts Receivable (AR) module to improve financial tracking.
- Advised elimination of the Internal Service Fund was being considered:
  - The current ISF mainly covers vehicle purchases but not maintenance or operational costs.
  - Hinkle & Co has preliminarily indicated current setup may not truly qualify.
  - Could save time and improve efficiency in accounting processes but would not be implemented until the 2026 budget year.
- Plans for ongoing support:
  - Continued monthly accounting and financial reporting support.
  - Ongoing review and recommendations for improving efficiency and systems.
  - Preparation for upcoming budget discussions for the next fiscal year.
- Discussion on electronic payments and security measures:
  - Town now uses US Bank's services, which includes security features like Positive Pay.
  - Multiple approval levels are in place for larger transactions.
  - Accounts are being consolidated to improve oversight and security.

Karger mentioned that overall, the Town was doing well and making significant improvements. Town Administrator Sciacca noted the new one-page concise financial report format in the packet which replaced the previous lengthy report. The Board thanked Karger & Shea for the relationship with Plante Moran and acknowledged the improvements seen to date. Mayor Just requested more detailed descriptions for expenditures in future reports and Sciacca acknowledged she was working with Staff to try accomplish this but was happy to continue to answer questions at meetings.

D. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 15, Series of 2025, entitled **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN AMENDED CONSTRUCTION CONTRACT WITH JOC CONSTRUCTION FOR THE 501 MAIN BURRO MUSEUM RENOVATION PROJECT**."?
Town Administrator Sciacca presented noting key amendments/additions including removal of ceiling tiles and grid to increase ceiling height, installation of new lighting, swapping the glass door in the hallway with a wood door, and additional wood trim around windows, doorways, and baseboards to closer complement the Visitor Center finishes. Sciacca reported the cost increase was negotiated down by JOC from $12,999 to approximately $7,500. Mayor Just expressed concerns about the piecemeal approach to the project and the contractor's initial assessment. Trustee Voorhis noted that the increase was less than 10% of the total cost, which is within typical expectations for project changes. The Board discussed the importance of comprehensive assessments from contractors in future projects.

MOTION to approve adoption of Resolution No. 15, Series of 2025, as presented was made was made by Trustee Voorhis and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

IX. STAFF AND BOARD OF TRUSTEE REPORTS

Town Administrator Sciacca provided updates on ongoing projects advising the River Park project was progressing, though weather was predicted to be a hindrance. She reminded of the upcoming Excel pole replacement project scheduled for May 28, weather permitting; that a report was in progress for 501 Main to determine if hail damage occurred before or after town possession, and in the interim JOC was helping to obtain a quote for repairs, including core analysis; she would be sharing a CIRSA resource video with Board members on quasi-judicial processes for elected officials; former officer Steve Berlanga was returning as a part-time employee and would be helping to focus on code enforcement issues and event assistance.

Trustee Baum inquired about the timing of the upcoming work session on Monday, May 12. Sciacca confirmed the start time of 5:00 PM. Baum also asked about the threshold for the Lidar speed cameras, which Town Administrator Sciacca clarified as 10 miles over the limit on Main Street and US285.

Mayor Just thanked Town Administrator Sciacca for coordinating with Plante Moran to improve the Town's accounting and financial processes.

X. ADJOURNMENT.

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 7:30 PM.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

____
Frank Just, Mayor

ATTEST:

____
Janell Sciacca, Town Clerk

Report Criteria:
Detail report type printed
Check.Type = "Calculated","Void"

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
06/04/2025	30034	Business Solutions Group,	Business Checks for US B	1	05/27/2025	320.02	105030
Total 292:						320.02	
06/04/2025	30035	Cash	Petty Cash-Kelsey Sprys	1	05/29/2025	200.00	101002
Total 340:						200.00	
06/04/2025	30057	Xcel Energy	Street Lights and Sign	1	05/20/2025	13.20	105640
06/04/2025	30057		Town Hall	1	05/20/2025	223.28	105023
06/04/2025	30057		1800 Beaver Creek - Water	1	05/20/2025	654.13	517495
06/04/2025	30057		Fairplay Chlorinator	1	05/20/2025	73.66	517470
06/04/2025	30057		501 Main Street	1	05/20/2025	879.96	105195
06/04/2025	30057		901 1/2 Main Street Town	1	05/20/2025	28.01	105640
06/04/2025	30064		747 Bogue	1	05/22/2025	15.30	105841
06/04/2025	30064		311 Hwy 285 unit mm183	1	05/22/2025	181.07	105640
06/04/2025	30057		1190 Castello	1	05/23/2025	63.97	105650
06/04/2025	30057		200 2nd	2	05/23/2025	90.93	517470
06/04/2025	30057		157 6th	3	05/23/2025	89.11	105640
06/04/2025	30057		156 5th	4	05/23/2025	13.20	105640
06/04/2025	30057		589 Platte - Beach	5	05/23/2025	12.55	105841
06/04/2025	30057		419 Front	6	05/23/2025	13.63	105640
06/04/2025	30057		117 silverheels	1	05/23/2025	13.20	105841
06/04/2025	30064		22252 Hwy 285/1507 Coun	1	05/23/2025	3,899.08	517680
Total 2296:						6,264.28	
06/04/2025	30051	South Park Ace & Lumber	Fan for Sewer Plant	1	05/25/2025	22.99	517670
06/04/2025	30051		Pressure Washer for Sewe	2	05/25/2025	189.00	517670
06/04/2025	30051		PW Key for Dog Bag Boxe	3	05/25/2025	1.99	105630
06/04/2025	30051		PW Pre Mix Gas	4	05/25/2025	54.99	105630
06/04/2025	30051		Scale for Weighing Items fo	5	05/25/2025	23.99	105135
06/04/2025	30051		PW Paint for Locates	6	05/25/2025	29.97	105630
06/04/2025	30051		PW Shovels	7	05/25/2025	85.98	105630
06/04/2025	30051		PW TRASH BAGS FOR T	8	05/25/2025	23.58	105630
06/04/2025	30051		PW Rope for Flag Pole	9	05/25/2025	41.99	105830
Total 2405:						474.48	
06/04/2025	30060	KONICA MINOLTA BUSIN	Town Hall copier	1	04/30/2025	88.15	105032
06/04/2025	30060		PUBLIC WORKS	2	04/30/2025	13.98	105630
06/04/2025	30060		Events Misc.	3	04/30/2025	13.98	105170
06/04/2025	30060		pd copier	4	04/30/2025	46.03	105465
Total 2448:						162.14	
06/11/2025	30067	Family Support Registry	15890460 6/11/25	1	06/11/2025	285.69	102265
06/04/2025	30059		15890460	1	05/30/2025	285.69	102265
Total 2456:						571.38	
06/04/2025	30036	CIRSA	Workman's Comp Audit Pr	1	04/23/2025	10,969.88	105014
06/04/2025	30036		Workman's Comp Audit Pr	2	04/23/2025	20,177.25	105414

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
06/04/2025	30036		Workman's Comp Audit Pr	3	04/23/2025	6,131.25	105614
Total 2490:						37,278.38	
01/24/2025	20958	Mountain Grown Gardens,	Bloom Baskets 1/2 paymen	1	01/08/2025	4,414.50	105134
06/04/2025	30043		Final Payment for Town Flo	2	01/08/2025	4,414.50	105134
Total 2517:						8,829.00	
06/04/2025	30055	University of Colorado Den	Burro Buster 5K Scholarshi	1	05/21/2025	2,500.00	105126
Total 2564:						2,500.00	
06/04/2025	30058	CenturyLink	Water Plant	1	05/19/2025	82.91	105645
Total 2614:						82.91	
06/04/2025	30031	Aflac	AFLAC 1 time payment - G	1	05/15/2025	36.84	102240
Total 2672:						36.84	
06/10/2025	5302501	WEX Bank	Police Fuel	1	04/30/2025	2,059.94-	105415
06/10/2025	5302501		Public Works Fuel	2	04/30/2025	453.68-	105615
06/10/2025	5302501		Utility Fund Fuel	3	04/30/2025	453.69-	517244
Total 2785:						2,967.31-	
06/04/2025	30049	Shred America	Monthly Routine Records	1	06/02/2025	13.82	105030
Total 2793:						13.82	
06/04/2025	30037	Colorado Analytical Lab	WWTP Required Testing	1	05/21/2025	403.00	517665
06/04/2025	30037		Drinking Water Required T	1	05/28/2025	235.00	517475
06/04/2025	30037		Routine Water Testing	1	06/02/2025	1,401.00	517475
Total 2864:						2,039.00	
06/10/2025	30066	Vectra Bank	FSD Annual Interest Paym	1	05/17/2025	35,727.03	518004
Total 2883:						35,727.03	
06/04/2025	30047	Promark Industries, LLC	Vehicle Maint. #5119	1	05/23/2025	245.67	105420
Total 2887:						245.67	
06/04/2025	30048	SGM	GIS Services	1	05/29/2025	166.00	105655
06/04/2025	30048		Water Model Services	1	05/27/2025	144.75	517350
06/04/2025	30065		River Park Project Oversig	1	06/04/2025	27,007.49	105886
Total 3272:						27,318.24	
06/04/2025	30039	Ernst, Sarah	cell phone reimburse	1	06/01/2025	50.00	105065
Total 3313:						50.00	
06/04/2025	30033	Axon Enterprises, Inc.	Equipment - Batteries	1	05/21/2025	872.00	105450

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3404:						872.00	
Multiple	Multiple	Warm Springs Consulting	ORC service water system	1	05/31/2025	4,500.00	517417
Multiple	Multiple		ORC service water system	1	05/31/2025	5,750.00	517627
Total 3463:						10,250.00	
Multiple	Multiple	Nate Carrigan Scholarship	Nate Carrigan Golf Sponso	1	05/12/2025	.00	105110
Total 3631:						.00	
06/04/2025	30061	Park County Law Enforcem	Nate Carrigan Golf Sponso	1	05/12/2025	2,500.00	105110
Total 3721:						2,500.00	
06/04/2025	30042	JOC Construction	501 Main - Burro Museum	1	05/29/2025	37,797.96	105196
Total 3758:						37,797.96	
06/04/2025	30046	Plante Moran	contract financial services	1	05/28/2025	6,726.00	105070
Total 3774:						6,726.00	
06/04/2025	30041	Iron Mountain	Monthly Records Storage F	1	05/31/2025	189.00	106127
Total 3789:						189.00	
06/04/2025	30050	SKAGGS COMPANIES, IN	Uniform/Equipment PD1	1	05/08/2025	170.99	105410
Total 3817:						170.99	
06/04/2025	30040	Highline	501 Main Monthly Internet	1	06/01/2025	196.00	105195
Total 3855:						196.00	
06/04/2025	30045	PATRIOT PORTABLES AN	Town Hall & 401 Main	1	05/31/2025	2,640.00	105195
06/04/2025	30045		Ball Field	2	05/31/2025	330.00	105842
06/04/2025	30045		Cohen Park	3	05/31/2025	330.00	105883
06/04/2025	30045		Beach	4	05/31/2025	660.00	105880
Total 3860:						3,960.00	
06/04/2025	30038	Elevated Cleaning Co	Town Hall Monthly Cleanin	1	06/02/2025	300.00	105025
06/04/2025	30038		Visitor Center Monthly Clea	2	06/02/2025	350.00	105195
Total 3903:						650.00	
06/04/2025	30052	Thomas Matthew Flannery	April-May 2025 Grant Writti	1	05/31/2025	1,190.00	106122
Total 3909:						1,190.00	
06/04/2025	30063	U.S. BANK	Flights to UT for Caselle Tr	1	05/20/2025	381.92	105015
06/04/2025	30054		Water Treatment Operator	1	05/20/2025	104.00	517425
06/04/2025	30054		CCCMA Lodging Sciacca	1	05/20/2025	420.00	105110
06/04/2025	30054		CML Registration Sciacca	2	05/20/2025	435.00	105110
06/04/2025	30054		Postage Fees for Checks t	3	05/20/2025	10.10	105030

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
06/04/2025	30054		CGFOA Class - Sciacca	4	05/20/2025	30.00	105110
06/04/2025	30054		Annual Domain Registratio	5	05/20/2025	23.00	105060
06/04/2025	30054		Annual Domain Registratio	6	05/20/2025	46.00	105060
06/04/2025	30054		Laptop Computer Replace	7	05/20/2025	1,511.22	105060
06/04/2025	30054		PD Embroidered Hoodies -	8	05/20/2025	1,189.15	517010
06/04/2025	30054		QR Codes	1	05/20/2025	9.99	105130
06/04/2025	30054		Packaging for mailing rack	2	05/20/2025	15.75	105130
06/04/2025	30054		Marketing Postage for Maili	3	05/20/2025	106.80	105130
06/04/2025	30054		Postage For Mailing Rack	4	05/20/2025	8.35	105130
06/04/2025	30054		Events Table Cloths 4th of	5	05/20/2025	83.64	105171
06/04/2025	30054		Events TGIF Table Cloths	6	05/20/2025	50.79	105150
06/04/2025	30054		Events Glow Necklaces 4th	7	05/20/2025	65.96	105171
06/04/2025	30054		Events Drink Tickets and G	8	05/20/2025	66.45	105150
06/04/2025	30054		Visitor Center Map Holder	9	05/20/2025	59.11	105120
06/04/2025	30054		TGIF Events Beer Cups	10	05/20/2025	71.97	105150
06/04/2025	30054		Burro Days Events Beer C	11	05/20/2025	47.98	105162
06/04/2025	30054		4th of July Events Beer Cu	12	05/20/2025	23.99	105171
06/04/2025	30054		PW Steering Column	1	05/20/2025	367.00	105625
06/04/2025	30054		PW Ford Dump Truck Start	2	05/20/2025	406.85	105625
06/04/2025	30054		Postage	1	05/20/2025	10.10	105035
06/04/2025	30054		Courtney Avery - Name Pla	2	05/20/2025	20.00	105070
Total 3937:						5,565.12	
06/04/2025	30062	Park County Public Works	Street Signs	1	05/20/2025	771.08	105670
Total 3939:						771.08	
06/04/2025	30032	Alpine Civil Construction	SCADA Upgrade Project	1	05/30/2025	17,765.00	517415
Total 3940:						17,765.00	
06/04/2025	30053	Town of Keystone	CML Spring Meeting _ Ray	1	04/29/2025	45.00	105110
Total 3941:						45.00	
Grand Totals:						207,794.03	

Report Criteria:

Detail report type printed

Check.Type = "Calculated","Void"

Report Criteria:
Detail report type printed
Check.Type = "EFT","Manual"

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Multiple	Multiple	WEX Bank	Police Fuel	1	04/30/2025	4,119.88	105415
Multiple	Multiple		Public Works Fuel	2	04/30/2025	907.36	105615
Multiple	Multiple		Utility Fund Fuel	3	04/30/2025	907.38	517244
Total 2785:						5,934.62	
05/19/2025	5192501	Mission Square 306727	5/16/25 457 PR	1	05/16/2025	236.00	102255
05/15/2025	5152501		5/2/25 457 PR	1	05/02/2025	236.00	102255
Total 3882:						472.00	
05/19/2025	5192502	Mission Square 106501	5/16/25 401 PR	1	05/16/2025	1,506.84	102255
05/15/2025	5152502		5/2/25 401 PR	1	05/02/2025	1,497.40	102255
Total 3883:						3,004.24	
05/14/2025	5142501	Public Sector Healthcare G	May 25 Insurance	1	05/01/2025	3,127.60	105013
05/14/2025	5142501		May 25 Insurance	2	05/01/2025	88.10	105313
05/14/2025	5142501		May 25 Insurance	3	05/01/2025	14,702.70	105413
05/14/2025	5142501		May 25 Insurance	4	05/01/2025	9,080.32	105613
05/14/2025	5142501		May 25 Insurance	5	05/01/2025	3,501.74	517013
05/14/2025	5142501		May 25 Insurance	6	05/01/2025	903.45	102240
Total 3900:						31,403.91	
05/01/2025	5012501	CO Water Resources & Po	Interest Pmt	1	04/01/2025	1,967.78	518008
05/01/2025	5012501		Principal Pmt	2	04/01/2025	2,678.08	518006
Total 3942:						4,645.86	
05/29/2025	5192501	FNF Construction Inc.	River Park Pay App #1	1	05/01/2025	140,511.65	105886
Total 3944:						140,511.65	
Grand Totals:						185,972.28	

Bank Account Name	Bank Account Ending	Caselle Account Number	Caselle Name	GL Account	04/30/2025 GL Balance	04/30/2025 Bank Balance	Variance	Notes
TBK - TOF - SAVINGS - STREET CUT ESCROW	[redacted]	7	TBK - Street Cut	10-1005	$ 23,026.28	$ 23,026.28	$ -	
TBK - TOF - DDA - MMDA- DEPOSIT ACCT	[redacted]	11	TBK MM DEPOSIT ACCT	01-1040	$ 156,689.98	$ 148,377.40	$ (8,312.58)	matches DIT from Rec Report
TBK - TOF - DDA - DISBURSEMENT ACCT	[redacted]	12	TBK DISBURSEMENT ACCT	01-1030	$ 57,950.89	$ 99,008.03	$ 41,057.14	matches O/S Checks from Rec Report
Xpress - Deposit Account	[redacted]	14	XPRESS BILL PAY DEPOSIT ACCT	01-1050	$ 53,945.26	$ 38,433.55	$ (15,511.71)	matches DIT from Rec Report
TBK - TOF - Shadow MM (Deposit)	[redacted]	15	TBK-DEPOSIT ACCT-SHADOW	01-1041	$ -	$ -	$ -	No Bank Activity April - Final Rec Mar 25
TBK - TOF - Shadow DDA (Disbursement)	[redacted]	16	TBK-DISBURSEMENT-SHADOW	01-1031	$ -	$ -	$ -	No Bank Activity April - Final Rec Mar 25
TBK - TOF - Shadow DDA (Square)	[redacted]	17	TBK-SQUARE-SHADOW	01-1061	$ -	$ -	$ -	No Bank Activity April - Final Rec Mar 25
TBK - TOF - DDA - SQUARE CREDIT CARD	[redacted]	18	TBK BANK - SQUARE ACCT	01-1060	$ -	$ -	$ -	Bank & GL balance $0.00 - Final Rec Apr 25
CSAFE - TOF - CONSERVATION	[redacted]	19	CSAFE - CONSERVATION TRUST	20-1003	$ 2,052.27	$ 2,052.27	$ -	
CSAFE - TOF - DEBT RETIRE	[redacted]	20	CSAFE - DEBT RETIRE	51-1005	$ 28,472.02	$ 28,472.02	$ -	
ZIONS BANK - TOF 2018 Debt Svc Reserve	[redacted]	21	ZION'S BANK - LOAN RESERVE	51-1004	$ 367,820.32	$ 367,820.32	$ -	
COLOTRUST - General 1640	[redacted]	22	COLO TRUST - GENERAL	10-1003	$ 3,133,871.76	$ 3,133,871.76	$ -	
COLOTRUST - WATER FUND	[redacted]	23	COLO TRUST - WATER FUND	51-1003	$ 922,567.72	$ 922,567.72	$ -	
US BANK - TOWN OF FAIRPLAY - CORP CHECKING	[redacted]	24	US BANK - CHECKING ACCT	01-1062	$ 209,619.72	$ 207,750.26	$ (1,869.46)	matches DIT from Rec Report

Prepared by: Milinda Sandoval, Accounting Consultant, Plante Moran

Reviewed by: Janelle Sciacca, Town Administrator/Clerk, Town of Fairplay

Janelle Sciacca

Signature

Date 6/9/2026

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Alex Wagner, Special Projects Coordinator

RE: Resolution 2025-18 Approving PIIP Agreement with Cheryl Slaven

DATE: June 16, 2025

This resolution is presented as a recommendation for approval of an agreement with Cheryl Slaven for the 491 Front Street Exterior Painting and Trim Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations. Additionally, as the applicant is not proposing any substantiative changes and has indicated the paint color and trim will be identical, no Certificate of Appropriateness is necessary.

This application is for $2,046.00 to go towards the exterior painting of the Colorado Mountain Hat Company building to replace and stain/paint rotting trim. This project will improve the street view of the property and better weatherproof the structure.

The property taxes paid to the Town of Fairplay for this property over the last five years is $2,678.00. The estimate for the work is $4,129. There is $17,071.00 currently left in the PIIP GL line item for 2025. For the aforementioned reasons stated, Staff recommends approval of the application as presented my motion, second and a roll call vote.

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 18
(Series of 2025)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND CHERYL SLAVEN FOR THE 491 FRONT STREET EXTERIOR PAINTING AND TRIM PROJECT.

WHEREAS, the Town Board of the Town of Fairplay specifically finds that entering into this PIIP Agreement will enhance the appearance of the property thereby enhancing the appearance of the Town as a whole; and

WHEREAS, the Town Board finds that enhancing the appearance of the property and the Town promotes the public welfare including the expansion of retail sales tax and/or property tax generating business and expanded employment opportunities; and

WHEREAS, the Board of Trustees has reviewed the PIIP Agreement and finds it to be in compliance with the provisions of Section 4-9-80 of the Fairplay Municipal Code.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that the Mayor is authorized to enter into this agreement between the Town of Fairplay and Cheryl Slaven as described in the agreement, attached hereto as “Exhibit A”, and to execute the same on behalf of the Town.

RESOLVED, APPROVED, and **ADOPTED** this 16th day of June 2025.

TOWN OF FAIRPLAY, COLORADO

____
Frank Just, Mayor

ATTEST:

____
Janell Sciacca, Town Clerk

PROPERTY IMRPOVEMENT INCENTIVE PROGRAM AGREEMENT
(491 FRONT STREET EXTERIOR PAINTING AND TRIM PROJECT)

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (491 Front Street Exterior Painting and Trim Project) (hereafter referred to as the "491 Front Street Exterior Painting and Trim PIIP Agreement") is made and executed this 16th day of June, 2025, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Cheryl Slaven (hereafter referred to as the "Owner").

W I T N E S S E T H

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 491 Front Street, (the “Property”); and

WHEREAS, the Owner proposes to improve the Property by Repainting the Exterior of Business and Replace Rotting Exterior Trim in which said improvements will enhance the appearance of the Property and of the Town; and

WHEREAS, in entering into this PIIP Agreement, the Town Board of the Town specifically finds that the criteria for approval of a PIIP Agreement set forth in Section 4-9-80 of the Fairplay Municipal Code are met; and

WHEREAS, the parties hereto wish to set forth in full their agreement as to the nature and extent of the improvements which shall be constructed and installed by the Owner within and upon the Property, and the manner for and extent of the reimbursement to the Owner for a portion of the cost of such construction materials; and

WHEREAS, the parties wish to memorialize all aspects of their agreement as to the terms and conditions of such reimbursement in this PIIP Agreement.

NOW THEREFORE, the parties hereto, for themselves, their successors and assigns (to the extent this PIIP Agreement is assignable, as specified hereinafter), in and for the consideration of the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, do hereby covenant and agree as follows:

1. **Authority.** This PIIP Agreement is entered into in compliance with the provisions of Article 9, Chapter 4 of the Fairplay Municipal Code.

2. **Scope of Work.** The parties hereby mutually agree that Owner shall construct, or cause to be constructed, the improvements to the Property set forth in **Exhibit A** hereto (the “Work” or the “Project”). Such work shall be completed to the reasonable satisfaction of the Town prior to any reimbursement pursuant to this PIIP Agreement. Any change in the Scope of Work shall require the prior written approval of the Town and may result in a decrease in the amount of the reimbursement should the Town reasonably determine that the change diminishes the cost or value of the improvements. The construction or installation of the improvements shall commence no later than November 1, 2025, and shall be completed no later than December 31, 2025. Should the work not commence or not be completed by the dates specified above, this PIIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

3. **Cost of Project.** The estimated cost of the Project is Four Thousand One Hundred and Twenty-Nine Dollars ($4,129.00).

4. **Contractor.** Nikk Henningsen.

5. **Property tax rebate and matching funds.** The parties hereby mutually agree that the maximum amount of real property taxes to be rebated to Owner by the Town shall be Two Thousand and Sixty Four Dollars ($2,064.00) and that such amount does not exceed the amount of real property taxes paid on the Property to the Town during the preceding five years. The owner shall pay not less than an amount equal to fifty percent (50%) of the total cost of the Project. Should the cost of the Project decrease during the work the property tax rebate provided by the Town shall be reduced to assure that the Owner contributes at least fifty percent (50%) of the total cost of the Project.

6. **Maintenance of improvements.** The Owner shall maintain the improvements in good condition and repair for a period of five years from and after the date of completion. Should the Owner not perform this maintenance obligation Owner shall, upon written demand from the Town, refund to the Town all monies rebated to the Owner by the Town pursuant to this PIIP Agreement.

7. **Completion of work and payment of rebate.** Upon completion of the Work, Owner shall notify the Town of such completion and the Town shall perform an inspection of the improvements. If the improvements are completed in a satisfactory and workmanlike manner the Town shall accept same and shall, within thirty (30) day following such acceptance, rebate to the Owner the amount required by Paragraph 5 above.

8. **Annual appropriation.** The parties specifically acknowledge and agree that no undertaking on the part of the Town to rebate property taxes as specified herein constitutes a debt or obligation of the Town within any constitutional or statutory provision. The Town's obligations hereunder shall be subject to annual appropriation by the Town Board unless and until approved by the Town's electors.

9. **Assignment/Third party beneficiaries.** None of the obligations, benefits, and provisions of this PIIP Agreement shall be assigned in whole or in any part without the express written authorization of the Fairplay Town Board. In addition, no third party may rely upon or enforce any provision of this PIIP Agreement, the same being an agreement solely between the Town and the Owner, and which agreement is made for the benefit of no other person or entity.

10. **Successors and assigns.** This PIIP Agreement may be recorded and shall be binding on Owner's successors and assigns.

11. **Amendments.** This PIIP Agreement shall be subject to amendment only by a written instrument and executed by each party. Any such amendment shall require the approval by the Town Board of the Town of Fairplay at a regular or special meeting of the Town Board, and execution thereof by the Mayor and attestation by the Town Clerk.

REMAINDER OF PAGE LEFT BLANK

Notices. Any written notices provided for or required in this PIIP Agreement shall be deemed delivered when either personally delivered or mailed, postage fully prepaid, certified or registered mail, return-receipt requested, to the parties at the following addresses:

To the Town:	Town Administrator Town of Fairplay PO Box 267 Fairplay, CO 80440
To the Owner:	Cheryl Slaven P.O. Box 1482 Fairplay, CO 80440

EXECUTED the day and year first above written.

THE TOWN OF FAIRPLAY, COLORADO

ATTEST:

____
Frank Just, Mayor

____
Janell Sciacca, Town Clerk

PROPERTY OWNER:

____
Cheryl Slaven

TOWN OF FAIRPLAY
Property Improvement Incentive Program (PIIP)
Application for Consideration

TOWN OF FAIRPLAY
P.O. BOX 267
FAIRPLAY, CO 80440
(719) 836-2622
www.fairplayco.us

Applicant Must Be Property Owner

RECEIVED
JUN 05 2025
BY:

PROPERTY INFORMATION

Property Address: 491 FRONT ST FAIRPLAY, CO 80440

Residential ☐ Commercial ☑

OWNER INFORMATION

First Name: CHERYL Last Name: SLAVEN

Mailing Address: P.O. Box 1482 FAIRPLAY CO 80440

Phone Number: 719-836-1411 Email Address: cmhats@gmail.com

CONTRACTOR INFORMATION

Name: NIKK HENNINGSEN Contractor Lic. #

Mailing Address: P.O BOX 1101 FAIRPLAY License County

Phone Number: 719-838-0250 Email Address: nicholashenningsn21@gmail.com

PROJECT INFORMATION

Description of Work: Please attach Photos or drawings of project area, Contractor bids/ quotes, and/or cost quote of all materials.

POWER WASH, SCRAPE PRIME CAULK
PAINT 2 COATS WALLS & TRIM

Project Valuation ($): (Total Cost of Project)

(OFFICE USE ONLY) Will this Project Require A Building permit? **YES** ☐ **NO** ☐

Amount of PIIP Funds from the Town:

By signing this application I understand that this is not a building permit application. If a building permit is required a separate application must be submitted.
I have read and understand the rules and regulations of the PIIP Program - Ordinance No. 1, 2014.

Cheryl Slaven
Applicant Date

SUBMIT THIS COMPLETED FORM TO:
Alex Wagner: awagner@fairplayco.us
or submit at Town Hall – 901 Main St

Property Address: 491 Front Sherie Slaven 719-839-1412

Tax Schedule #:

HOW MUCH PIIP MONEY CAN I APPLY FOR IN 2025?

A - Total Tax Paid	Tax Year	B - Total Mill Levy	C - Fairplay Mill Levy	A / B X C - Total Tax Paid to Fairplay
3619.80	2024	72.5847	11.7999	588.46116
3487.36	2023	69.929	11.7999	588.46114
3358.36	2022	75.9982	11.7999	521.43749
3218.	2021	72.8218	11.7999	521.43832
2898.34	2020	74.603	11.7999	458.42823

5 Year Total of Taxes Paid to Fairplay $2678.00

After you have determined total taxes paid to the Town of Fairplay over the past five years, make adjustment for any prior year's PIIP funds received from the Town.

Additional Notes: Project to be Atleast $5356 To Receive Max Amount

Called, Left Message 5/1/2025 12:26 PM

Project cost $3500 for Labor + $629 for Materials = $4129

PIIP Funds from town = $2064

INVOICE

Nikk Henningsen
P.O. Box 1101
Fairplay, CO. 80440719
719-838-0250
nicholashenningsn21@gmail.com

INVOICE WW1
DATE: JUNE 3, 2025

Colorado Mountain Hat Co
491 Front St
Fairplay, CO 80440
719-836-1411

QUOTE FOR PROPERTY LOCATION
491 Front St
Fairplay, CO 80440

SALESPERSON				DELIVERY DATE		

QTY	STYLE	DESCRIPTION			BALANCE DUE
1		*Power Wash*			
1		Scrape			
1p		Prime			
1		Caulk			
1		Paint 2 coats walls & Trim			
ADD ON		REPLACE TRIM AROUND WINDOWS			
			TOTAL		$3500.00
				50% DEPOSIT	$0.00
			TOTAL DUE AT COMPLETION		$3500.00

Point-of-Sale - Special Order #587552 - Store: 1 SOUTH PARK ACE #17301 Terminal: 551 Signed On User: KIM

File Action Tools Help

Header F11 | Post F3 | Start Trx F2 | Credit KPad * | Sp Ord F4 | Order F6 | Estimate F6 | ROA F7 | Menu KPad -- | Viewer F9 | Q.Recall Ctrl+R | Display KPad / | Clear F12 | Clerk Shift F3 | C.O.D. Ctrl+P | Help F1

MAINTAIN SPECIAL ORDER

Customer *5 **CASH CUSTOMER** P.O.

Job Number Reference

Ln#	SKU	Description	Qty	Price	Extension	Codes	Gp%	Cost	P.O. #	Vendor	S/O SKU	Location	Pricing Src
1	1026236	ELMT GRD EXT LL 4X 5G	1	354.99	354.99							PAINT	Retail
2	PC5GL	STATE PAINTCARE 5 GALLON FE	1	1.60	1.60	*							
3	1026213	ELMT GRD EXT LL 1X 1G	1	69.99	69.99							22-12	Retail
4	PCGAL	STATE PAINTCARE GALLON FEE	1	0.75	0.75	*							
5	1026231	ELMT GRD EXT LL 3X 1G	1	69.99	69.99							22-12	Retail
6	PCGAL	STATE PAINTCARE GALLON FEE	1	0.75	0.75	*							
7	14102P	PINE BOARD 1"X4"X10"	4	9.89	39.56							70YAR	Retail
8	5072574	PINE BOARD 1X8"X8'	2	19.99	39.98							70YAR	Retail

Subtotal

Item Quantity Price $629.02

Description Cost

EPICOR


RESERVED
PARKING
COLORADO
MOUNTAIN HAT CO


RESERVED
PARKING
COLORADO


COLORADO
MOUNTAIN
HAT COMPANY
491


MOUNTAIN
HAT COMPANY

Town of Fairplay
901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
www.fairplayco.us

STAFF MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Joe Rivera, Town Attorney

RE: New Business Item B - Resolution No. 19, Series of 2025 for Land Banking Application Approval

DATE: June 16, 2025

BACKGROUND/ANALYSIS:
On June 2 and June 9, 2025, the Board convened Work Sessions to discuss the Land Banking Program. At the conclusion of the June 9, 2025 Work Session, the Board instructed Town staff to prepare a resolution authorizing the Town to (1) partner with FP Land, LLC and (2) submit an application to the Land Banking Program for a low-risk loan to purchase property for the affordable housing component of The Bluffs of Fairplay project.

Here is a link to the website for the Land Banking Program: Colorado Land Banking Program.

PROPOSED MOTION
I move to approve the adoption of Resolution No. 19, Series of 2025, as appearing in the Board meeting packet and authorize a submission of an application to the Land Banking Program.

ATTACHMENTS

June 2, 2025 Work Session Materials
June 9, 2025 Work Sessions Materials
Resolution 2023-11 Bluffs Approval

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 19
(Series of 2025)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE LAND BANKING PROGRAM

WHEREAS, the Town of Fairplay (Town) is a Colorado statutory municipality governed by its elected Board of Trustees (Board);

WHEREAS, C.R.S. §§ 31-15-101 and 103 convey to the Board the authority to enter into agreements and provide for the health, safety, and prosperity of the Town's residents;

WHEREAS, the Board approved the inclusionary housing ordinance, Ordinance No. 1-2023, which is intended to increase the amount of diverse and affordable housing stock available to the Town's residents and retain opportunities for people that work in the Town to also live in the Town;

WHEREAS, in November 2022, Colorado voters passed Proposition 123 (Prop 123), a ballot measure authorizing the state to retain money from existing state tax revenue to support affordable housing investment throughout Colorado;

WHEREAS, the Colorado Housing and Finance Authority (CHAFA) administers the Land Banking Program;

WHEREAS, the Land Banking Program uses Prop 123 funds to extend to Colorado local governments low-risk loans to purchase property for affordable housing projects;

WHEREAS, the Land Banking Program loans are structured as 0% loans and include the possibility of total forgiveness;

WHEREAS, on July 1, 2025, the Land Banking Program will open its second round of project funding and begin accepting applications for loans for affordable housing projects;

WHEREAS, in 2022, FP Land, LLC submitted to the Town a land use application which sought to construct on a 10.72 acre parcel near the Town's central district a mixed use development that contemplates 149 mixed income housing units (duplexes, townhomes, and apartments) and commercial sites ("The Bluffs of Fairplay");

WHEREAS, the Board seeks to partner with FP Land, LLC to submit an application to the Land Banking Program for a low-risk loan to purchase property for the affordable housing component of The Bluffs of Fairplay;

WHEREAS, even if the Town's application to the Land Banking Program is selected for funding, the Town will be under no obligation to purchase land or develop any affordable housing units; instead, the Board views the submission of the application to the Land Banking Program as the first of many steps necessary to determine whether the development of affordable housing at The Bluffs of Fairplay is the right fit for the Town right now; and

WHEREAS, the Town expressly reserves the right to withdraw from the Land Banking Program at any time, prior to execution of the final documents; and

WHEREAS, FP Land, LLC will assume all costs incurred by the Town arising from the Town's application to the Land Banking Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO THAT:

Section 1. The Board Town instructs staff to partner with FP Land, LLC and other interested and necessary parties and timely submit an application to CHAFA's Land Banking Program for a low-risk loan to purchase property for the affordable housing component of The Bluffs of Fairplay; and

Section 2. The Board conveys to the Mayor and the Town Clerk the authority to execute on behalf of the Town the application to CHAFA's Land Banking Program for the affordable housing component of The Bluffs of Fairplay.

RESOLVED, APPROVED, and ADOPTED this 16th day of June, 2025 by a vote of ___ For and ___ Against.

TOWN OF FAIRPLAY, COLORADO

____
Frank Just, Mayor

ATTEST:

____
Janell Sciacca, Town Clerk

Leveraging Proposition 123's Land Banking Program

A POWERFUL TOOL FOR AFFORDABLE HOUSING DEVELOPMENT

TANNER CRAWLEY

Trellis Housing Partners

DISCLAIMER: NOTHING IN THIS BOOKLET SHOULD BE CONSTRUED OR RELIED UPON AS LEGAL OR FINANCIAL ADVICE. INSTEAD, THIS DOCUMENT IS INTENDED TO SERVE AS AN INTRODUCTION TO THE GENERAL SUBJECT OF THE LAND BANKING PROGRAM OFFERED BY THE AFFORDABLE HOUSING FINANCING FUND, FROM WHICH BETTER INFORMED REQUESTS FOR ADVICE, LEGAL AND FINANCIAL, CAN BE FORMULATED.

Published by: Trellis Housing Partners, LLC

Introduction

In November 2022, Colorado Voters approved Propostion 123, a general ballot initiative creating the State Affordable Housing Fund and the Affordable Housing Support Fund and dedicating one-tenth of one percent (0.1%) of state income tax revenue to fund housing programs.

These funds are split 60/40 between the Office of Economic Development and International Trade (OEDIT) and the Department of Local Affairs (DOLA) through its Division of Housing (DOH), respectively. DOH manages the Affordable Housing Support Fund and OEDIT manages the Affordable Housing Financing Fund, in partnership with Colorado Housing and Finance Authority (CHFA), which serves as Contract Administrator. The Affordable Housing Financing Fund includes several programs, one of which is the Land Banking Program.

This program provides grants to local governments and forgivable loans to nonprofit organizations to acquire and preserve land for the development of affordable housing. Of all available subsidies and tools available for the creation of affordable housing in Colorado, the Land Banking program is perhaps the most powerful; providing long-term site control at no cost and with very little risk of repayment, an incredible benefit to navigate the long and ardous path of affordable housing development.

This document discusses the mechanics, priorities, nuances, timelines, and other details of the program.

Trellis Housing Partners offers boutique advisory, brokerage, and consulting services to mission-aligned partners, including nonprofit and for-profit developers, local housing authorities, community land trusts, and governmental entities.

We offer consulting and brokerage services for Land Banking applications at no cost to our clients. We are only paid upon the closing of a land transaction and by the seller through net proceeds from the land sale.

Since inception in March 2024, we have secured more than $28 million in public subsidies for our clients, including successful Land Banking applications in each financing round to-date.

Table of Contents

CHAPTER 1

Program Mechanics

Eligible Projects

Eligible Uses for Land Banking funds include the acquisition of land for the development of affordable rental and for-sale housing.

Mixed-use projects are allowed so long as the “predominate use” (at least 70% of the project’s improved space or units) is affordable housing. The remainder may include commercial use or market-rate housing.

Land with pre-existing improvements is eligible for financing; however, only the value of the land is eligible for financing under the program.

Eligible Applicants

Eligibile Applicants include local and tribal governments, and nonprofits with experience developing affordable housing. For-profit entities are not eligible to apply but may partner with eligible applicants for the development of the project.

Trellis Housing Partners can assist in sourcing a development partner for an applicant, or sourcing an eligible applicant for a specific project.

Proposition 123 Required Commitment Filing

In order for to apply for Land Banking funds, the jurisidiction in which the project is located must have filed a commitment with the State of Colorado Division of Housing to increase the number of affordable housing units by 3% each year.

To-date adoption is widespread with more than 210 jurisdictions filing commitments to increase the stock of affordable housing by 22,969 units by 2026.

Before applying for funds, applicants should check that the project is an eligible jurisdiction with an active commitment filing by going to https://cdola.colorado.gov/commitment-filings.

Affordability Requirements

Affordable Housing must make up at least 70% of the improved space or units of the project. The definition of Affordable Housing is tied to specific income designations that may be impacted by the project's Community Designation.

Community Designations

The Colorado Department of Local Affairs designates communities as either Urban, Rural, or Rural Resort. This classification impacts the availability of various state housing funds and their applicable income limits, including the Land Banking Program.

Urban and Rural Community Affordable Requirements

For communities designated as Urban or Rural, Affordable Housing includes rental housing affordable to households making equal to or less than 60% of AMI, or homeownership units affordable to households making equal or less than 100% of AMI.

Rural Resort Communities and the Petition Process

In Rural Resort communities the definition of Affordable Housing is the same, however; if a project is located in a Rural Resort community as defined by the Colorado Department of Local Affairs the local jurisdication may submit a petition to apply different income limits towards a Land Banking (or any Proposition 123 program) application so long as the petition demonstrates economic circumstances and housing cost factors justifying the increased income limits.

The petition process takes approximately 40 days before receiving a determination.

Trellis Housing Partners can assist local jurisdications or projects in completing an AMI petition to achieve more flexibility for Land Banking applications.

Affordability Covenants

At the closing of the Land Banking funds, a Restrictive Covenant is recorded requiring that the Affordable Housing units developed on the property are restricted to the applicable income levels. This restriction will apply for thirty years unless the project has secured a waiver shortening the deed restriction to 20 years. This waiver shortening the affordability period would require demonstrating an economic justification.

Financing Terms: Favorable Long-Term Financing

High Leverage

The Program offers up to 100% loan-to-value (LTV) financing, funding the lesser of; up to $5,000,000, the purchase price of the land, or the appraised value.

Long Duration

Land Banking funds have up to a ten-year duration, allowing for the completion of all predevelopment activities, even for the most complicated projects. This long duration can be particularly useful for projects requiring remediation, master-planning, community engagement, complex capital stacks, or other challenging elements.

Low or No Interest and Deferral

If the applicant is a government, the program is structured as a recoverable grant and accrues no interest. If the applicant is a nonprofit the loan accrues interest at just 2% per year. Additionally, this interest is deferred for up to 10 years, and simply accrues a principal balance with no current payments.

Loan Forgiveness

After completion of the Final Milestones (detailed on following page) the loan or recoverable grant is **forgiven in its entirety, with no repayment required.** This removes the land basis from the project and helps facilitate the required affordability.

If the project has not satisfied the Final Milestones within 10 years the land may be conveyed to a state agency or another entity for the development of affordable housing in exchange for loan forgiveness.

The risk of the borrower having to repay the Land Banking funds is minimal and the program was intentionally structured to minimize the risk to the borrower, so long as the borrower makes good faith efforts to develop affordable housing.

Competitive Evaluation Process

Because the terms are so favorable, the Land Banking program is competitive. Funds are administered twice annually, with each funding round being oversubscribed by 200%-300%.

This competitiveness can be successfully navigated by selecting a well-suited site, preparing a thoughtful application, and working with a qualified consultant.

Key Program Milestones

The Land Banking program, and the corresponding Loan Agreement includes two major milestones: First, the "Intial Milestones" require that within five years the project must:

(a) be properly zoned; and

(b) a Development Plan for the Project has been submitted to and been approved by the Authority*

**Details on the required Development Plan are available in Exhibit A.*

Second, the "Final Milestones" require that within 10 years, the the project must:

(a) be property permitted; and

(b) close one or more construction loans for the project

At CHFA's discretion, these milestones may be extended for consideration of "good faith efforts".

CHAPTER 2

Program Priorities

Statutory Priorities

The ballot language in Proposition 123 establishes explicit statutory priorities. Projects satisfying these priorities will be prioritized in the competitive application process.

Mixed-Income Housing

Projects serving a broad range of income levels will be prioritized for funding. Mixed-income development is generally preferred because it reduces poverty concentration, improves financial viability, faces less opposition, enhances services, and promotes stable, inclusive communities.

High Relative Density

Projects providing a high degree of relative density will be preferred. For clarity, this does not mean absolute density. For example, a twelve-story building in Denver will not necessarily be preferred over a three-story building in a ski community. The focus of this statutory priority is to ensure that the allowable density of any given parcel is being maximized and that each development is utilizing the highest and best use of the available zoning.

Environmental Sustainability

Applicants should be prepared to design projects under the Environmental Sustainability Standards and local codes in place at the time of development planning. Each project is required to meet the Environmental Sustainability standard which includes securing an approved environmental certification, being located near transit or near a community center, and utilizing water-wise design. Environmental Sustainability Standards are further detailed in Exhibit C.

Trellis Housing Partners can assist in drafting the project narrative to evidence satisfaction of all Statutory Priorities including coordinating with energy and sustainability consultants to detail compliance with environmental sustainability requirements.

Strategic Priorities

In addition to the statutory priorities established by the ballot language, other strategic priorities may be applicable at the discretion of the Office of Economic Development (OEDIT) and the Colorado Housing Financing Agency (CHFA). For the fiscal year 2024-2025, the following strategic priorities are in effect:

Major Strategic Priorities

Use of Modular Construction or Innovative Building Technology

In recent years, Colorado has prioritized supporting the emerging modular home manufacturing sector. Through a separate Proposition 123 program and the Innovative Housing Incentive Program (IHIP), OEDIT and CHFA provided $38 million in low-cost financing for the creation of new local modular manufacturing facilities. To support demand for these facilities, the Land Banking program will prioritize projects that plan on utilizing modular construction or other innovative construction types.

Providing an initial concept plan prepared by an architect experienced with modular construction that incorporates this construction methodology is a powerful way to position an application competitively.

Projects Located in Child Care Deserts that Incorporate Childcare Elements

Projects may leverage the Predominant Use language that allows up to 30% of improved space to provide commercial uses. If this commercial space is programmed as a commercial child care facility and is located in a childcare desert, the project will be prioritized. Child care facilities come with specific design regulations, and working with an experienced architect is recommended to navigate those nuances.

Trellis Housing Partners has relationships with expert design partners experienced in both modular construction and childcare facility requirements.

These partners, to bolster a competitive application, are willing to provide initial site studies and information relevant to the Site Development Plan at no cost.

Strategic Priorities Continued

Other Strategic Priorities

- Readiness to Proceed: Readiness to proceed includes an executed purchase and sale agreement at the time of application, and the ability to start construction within 12 months of the application. This can be challenging for projects in communities without a fast-tracked approval process or a dedicated affordable housing review team, or projects requiring a complex capital stack for construction. As a result, not all recipients meet this criterion. Inability to meet this criterion is not grounds for disqualification.

- Development Plan Status: Providing a completed Development Plan, as detailed in Exhibit B, and which is eventually required for the Initial Milestones, can help position an application competitively.

- Geographic Distribution: Colorado is a diverse state with diverse housing needs. As such, OEDIT and CHFA desire that the Land Banking funds be geographically distributed across a variety of markets, providing an equitable allocation to Urban, Rural, and Rural Resort communities. Navigating this geographic diversity can be challenging given the rigidity of the income restrictions and the lack of petitions to date by Rural Resort Communities. Creating a development plan that creatively leverages a mix of rental, homeownership, market-rate, commercial, and market-rate units may be necessary in certain high-cost or low-income markets.

- Requested Award Amount per Unit: To maximize the efficiency of Land Banking funds, projects demonstrating an efficient funding request will be prioritized. Because land costs per unit vary depending on the market, this priority will incorporate discretion and benchmark the land costs to comparable sales in the same market, and not compare funding requests across geographies.

- Financial Feasibility: Applications including a financially feasible proforma will be prioritized. Including a proforma that is based on an accompanying concept plan and with support for the underwriting assumption can bolster an application.

- Leveraging Other Sources of Funds: Most recipients have applied for and received 100% LTV financing. Leveraging other sources of funds, including equity co-investment, seller financing, grants, or other supplemental funding sources, allows the Land Banking funds to be used more efficiently. As a result, projects leveraging other sources in combination with the Land Banking funds will be prioritized.

Application Process

STEP 1 — **Identifying Suitable Parcel**

Applicant and Trellis Housing Partners work together to identify a suitable parcel meeting program statutory and strategic critiera.

STEP 2 — **Establishing Site Control**

Trellis Housing Partners negotiates a purchase and sale agreement with the Seller, including appropriate contingencies, deadlines, and clauses for the Land Banking program.

STEP 3 — **Prep and Submittal of Application**

Trellis Housing Partners collaborates with the applicant and the architect partner to create all required and supplemental application materials (as detailed in Exhibit A).

STEP 4 — **Award Announced**

CHFA makes announcement of awardees, issues initial loan/grant commitment, and invites submittal of final documents.

STEP 5 — **Due Diligence and Negotiation**

Trellis Housing Partners assists applicant in conducting site investigations and due diligence as needed including the required appraisal and environmental assessments.

STEP 6 — **Closing and Recordation of Use Covenant**

CHFA conducts pre-closing due diligence, finalizes the Land Banking Loan Agreement, and records the Regulatory Covenant. The Land Banking program releases funds, and the land is purchased.

CHAPTER 4

Project, Structuring, Partnership, and Application Considerations

Site Selection and Project Design

The first and most important step is selecting an appropriate site and conceptualizing a competitive project. The site should have proximity to transit or a community center, potential for high-density, have reasonable access to infrastructure and utilities, and appropriate zoning or a clear path for a rezoning.

The project itself should be designed to satisfy program criteria, effectively leverage Land Banking funds, and demonstrate financial feasibility. Additionally, the project may be designed to satisfy explicit strategic criteria, including utilizing modular construction or the inclusion of childcare space or other general priorities like providing homeownership, family-oriented units, longer affordability periods, leveraging local funds, meeting an acute workforce housing need, etc.

Structuring a Purchase Option

Because the Land Banking program is competitive, it is important to structure the Purchase and Sale Agreement (PSA) with program-specific considerations, such as excluding hard money deposits until after awards are made and including milestone-based contingencies and extension options. Additionally, to maximize the benefit of the Land Banking loan, the PSA should include language that the seller pays all closing costs and predefined legal costs associated with the Land Banking Loan.

Preparing a Competitive Application

The Land Banking application has very few required components. However, an applicant can choose to provide more supplemental documentation evidencing the satisfaction of the program's priorities. An applicant should include professionally prepared site plans, an accompanying proforma, a detailed project narrative, underwriting backup and supporting evidence, letters of support, and other documentation.

Picking an Appropriate Ownership or Partnership Structure

Potential applicants can have varying expertise, capacity, balance sheets, resources, and other characteristics. Picking the right ownership or partnership structure is key to a successful Land Banking application and project.

PARTNERSHIP STRUCTURES

Applicant as Borrower, Developer, and Landowner

Certain applicants may have the in-house development expertise to be the applicant, borrower, landowner, and developer. In this case, there is no need for an outside partner. This is the simplest potential structure and is commonly used by nonprofit developers or local housing authorities.

AFFORDABLE HOUSING FINANCING FUND

Land Banking Funds awarded to Applicant/ Initial Borrower

APPLICANT/ BORROWER/ LANDOWNER/ DEVELOPER

Applicant purchases land from seller using Land Banking funds

LAND SELLER

Applicant owns the land, conducts all predevelopment and financing activities, and manages the development of the affordable housing project.

Applicant Land Banks for Development Partner

AFFORDABLE HOUSING FINANCING FUND

Land Banking Funds awarded to Applicant/ Initial Borrower

Some local nonprofits or governments do not have the development expertise to manage the project themselves. In this case, they often have entered into or intend to enter into a partnership with an experienced affordable housing developer.

The applicant may receive the Land Banking funds, purchase the land, and hold it throughout the predevelopment period while the development partner completes entitlement and financing efforts. Upon meeting the Final Milestones (successful financing of the affordable housing project and closing of the construction loan), the loan is forgiven, and the applicant owns the land free and clear. This land may then be sold to the project, ground leased, or contributed through a joint venture. This should be done at a nominal cost to facilitate the required affordability. However, a small profit or fee can be included to compensate the applicant for their time and effort.

APPLICANT/ BORROWER/ LANDOWNER

Applicant purchases land from seller using Land Banking Funds

LAND SELLER

Development Partnership is executed

DEVELOPMENT PARTNER

Developer completes all predevelopment and financing activities and manages the development of the affordable housing project

This development partner does not have to be identified at the time of application, and the applicant may secure a development partner after receipt of the Land Banking funds. This can often be negotiated privately or through a Request for Proposals (RFP). RFPs for development partnerships for projects that have already received land banking funds are generally very competitive with robust developer interest, helping secure favorable terms for the applicant and land banking borrower.

Trellis Housing Partners can assist with sourcing an experienced development partner if needed.

Applicant and Developer Execute “Mirror Loan” and Developer Owns the Land

AFFORDABLE HOUSING FINANCING FUND

Due to carrying costs, liability, or administrative burden of the land ownership, some applicants may not want to take ownership of the land. Instead, they can leverage a “Mirror Loan” to pass through the Land Banking funds to the borrower at similar terms. The applicant must remain the Borrower of Land Banking funds, but can pass on responsibility of ownership, development, and repayment to their Development Partner. In this scenario, the initial land loan, mirror loan, and land purchase are all executed simultaneously at closing. This structure is made possible by the following program language: “The name on the title for the subject site financed under the Program is not required to be the same as the borrower.”

Land Banking Funds awarded to Applicant/ Initial Borrower

APPLICANT/ BORROWER/ LANDOWNER

Land Seller and Applicant enter into Purchase and Sale Agreement to sell the land

LAND SELLER

Applicant re-lends the Land Banking funds to Development Partner through a “Mirror Loan” at similar terms and conditions

Initial Applicant assigns the land Purchase Option to Development Partner who purchases the land directly upon receipt of Mirror Loan.

DEVELOPMENT PARTNER AND LAND PURCHASER

CHAPTER 5
Case Studies

Grand Junction, Salt Flats

In February 2025, the City of Grand Junction purchased 21.78 acres using $2.2 million in Land Banking Funds. This project, named Salt Flats, can support the development of 324-500 housing units. After closing, Grand Junction issued an RFP seeking experienced development partners, yielding robust developer interest. This project will include a mix of uses, including senior and veteran housing, single-family housing, townhomes, and apartments, and a range of affordability with rental units including low-income, workforce housing, and market rate. The project will also include market-rate and affordable for-sale housing. Grand Junction matched $1.1 million of Land Banking funds through local subsidy, satisfying the strategic priority of leveraging other funds.

The Denver Cultural Property Trust, 2510 Welton

In 2024, the Denver Cultural Property Trust (DCPT) partnered with Community Property Trust Advisors (CPTA) to source a project in the Five Points Historic Cultural District for the development of affordable housing for creative professionals. Tanner Crawley, principal of Trellis Housing Partners, identified the site, secured a purchase option, negotiated the development agreement, and managed the application and closing process of the Land Banking funds. DCPT purchased the site using $1.975 million of Land Banking Funds and will hold the property while CPTA completes the predevelopment and financing efforts. Upon construction financing, DCPT may sell the land or ground lease it to CPTA for the development of affordable housing. DCPT may retain ownership of an affordable commercial space to support the creative industry in the Five Points community.

GES Coalition, Brighton Boulevard

Trellis Housing Partners was hired by the Globeville Elyria-Swansea (GES) Coalition to source potential sites for Land Banking. Trellis Housing Partners identified a .71 acre, transit-oriented site with mixed-use zoning that was ideally suited for Land Banking. Trellis Housing Partners negotiated a purchase option for the site, worked with a local architect to complete the Development Plan, and completed all other required and supplemental application materials, resulting in a winning application for $3.57m of Land Banking funds. The land purchase is anticipated to close in July 2025, after which the GES Coalition will complete community engagement and visioning processes for the site and enter into a development partnership. The project is anticipated to yield sixty family-oriented affordable homeownership and rental units and a childcare center.

EXHIBIT A

Application and Submittal Documents

The following documents are required or encouraged alongside the submission of a Land Banking application:

Required Documents

- Borrower or developer resume and list of previously developed projects
- Project Narrative, describing the proposed use of the project, including a breakdown of the proposed AMI percentages and any commercial use, if known at the time of application, alternative funding sources if Land Banking funds are not received, and how the project will address the staturoty priorities of density, mixed-income, and environmental sustainability in the market area and any relevant strategic priorities
- Appraisal
- Phase I Environmental Report for transactions over $750,000
- Purchase and sale agreement (Must be provided as part of the LOI)
- Rural resort waiver, if applicable

Supplemental Documents

- Letters of support from local governments, community organizations, and other stakeholders
- Concept Plan: to demonstrate the initial project design
- Initial Proforma: to evidence financial feasibility
- Readiness to Proceed Narrative: outlining entitlement and predevelopment timelines

EXHIBIT B

Development Plan Requirements

The following list of documents will be required to be submitted to CHFA for approval as part of the required Development Plan to meet the Initial Milestones within the first five years after receipt of Land Banking funds:

1. Updated Land Banking Application, including the following updates
   - Sources/Uses
   - AMI and Unit Mix
   - Environmental Sustainability Requirement
   - Project Budget, if available

2. Zoning Letter

3. Project Site Plan, including the following:
   - Survey
   - Drawings from a Civil or Architectural Engineer

4. Updated Narrative including the following Sections:
   - Project Overview
   - Tax Credit Application Status (if known or applicable)
   - Development Timeline
   - Consultant Information (if known/applicable)
   - Architect Information (if known)
   - General Contractor Information (if known)
   - Utility Information: description of how utilities will be brought to the site.

5. Market Study (if required for tax credit application or other public subsidies)

EXHIBIT C

Environmental Sustainability Standards

As part of the Statutory Priorities, applicants are required to meet minimum Environmental Sustainability standards as detailed below:

1. Projects must meet a minimum environmental standard, including certification from one of the following*:

- Enterprise Green Communities
- Zero Energy Ready Homes
- Energy Star NextGen Certification
- National Green Building Standards

2. Projects located in jurisdictions that have not adopted the 2021 or higher International Energy Conservation Code may opt out of the certification if they commit to using the 2021 or higher IECC and State Model Energy and Solar Ready codes when they develop the units. **Note:** Per SB24-214, on or after January 1, 2025, all state-funded projects with new units are required to use Energy Star appliances.

3. All projects must be located within a half mile of a regularly scheduled transit stop or community center where jobs and services are located.

4. All projects must utilize water-efficient design inside and outside. Full guidance can be found at coloradowaterwise.org.

**Waiver: If a project cannot meet any of the Environmental Sustainability requirements listed above, it may present an alternative standard or request a waiver. The waiver will need to be justified with documentation demonstrating increased cost, lack of contractor knowledge (rural), limited location options (rural), no transit system (rural)*

EXHIBIT D

Resources

Program Website:
https://coloradoaffordablehousingfinancingfund.com/land-banking/

Current Program Guidelines:
https://coloradoaffordablehousingfinancingfund.com/wp-content/uploads/2024/08/Prop123-CO-AHFF-LandBanking-ProgramGuidelines.pdf?18

Training and Resources:
https://coloradoaffordablehousingfinancingfund.com/about/training/

Example Land Banking Loan Agreement and Regulatory and Use Covenants:
Trellis Housing Partners can provide draft documentation for review upon request

For inquiries, contact us.

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AFFORDABLE HOUSING FINANCING FUND
LAND BANKING PROGRAM

LOAN AGREEMENT

BETWEEN

COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado, solely in its capacity as the Program Administrator for the AFFORDABLE HOUSING FINANCING FUND, managed by the Colorado Office of Economic Development and International Trade, a Colorado state agency

AND

REDACTED

Dated as of August 30, 2024

LOAN AGREEMENT

This Loan Agreement ("**Agreement**") is executed as of August 30, 2024, between **COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado, solely in its capacity as the Program Administrator for the AFFORDABLE HOUSING FINANCING FUND, managed by the Colorado Office of Economic Development and International Trade, a Colorado state agency** (referred to herein as the "**Lender**"), and **REDACTED**, a Colorado limited liability company (the "**Borrower**").

RECITALS

The following Recitals form the basis of and are a material part of this Agreement (terms not otherwise defined in the Recitals have the meanings set forth in Section 1.1).

A. Colorado Housing and Finance Authority (the "**Authority**") has been retained by Lender as the administrator of The Affordable Housing Financing Fund ("**Fund**"). This Fund was created by a new statewide Affordable Housing Statute (CRS 29-32-101 et seq) ("**Statute**") which was voted on and approved by Colorado voters in a November 2022 ballot measure commonly known as Proposition 123. The Loan (defined below) is provided under the Land Banking Program (the "**Program"),** as part of Proposition 123, which provides funding for the acquisition and preservation of land for the development of affordable rental housing, affordable homeownership, and/or mixed commercial use if the predominate use is affordable housing (the "**Project**"); and

B. Borrower has applied to Lender, for an unsecured loan in the maximum aggregate amount of REDACTED (the "**Loan**") to help Borrower in financing the acquisition and preservation of land for the development of affordable rental housing, affordable homeownership, and/or mixed commercial use if the predominate use is affordable housing; and

C. Borrower's obligations to repay the Loan are or will be evidenced by that certain promissory note (the "**Note**"), executed by Borrower, the amount of which shall not exceed the Loan amount of REDACTED; and

D. Pursuant to the Note and this Agreement, Lender requires that Borrower maintain certain covenants, make certain covenants and representations, provide Lender with certain financial information and agree to certain other conditions to obtaining the Loan as set forth in this Agreement; and

E. Borrower has agreed to accept the Loan subject to the terms and conditions set forth herein; and

F. Borrower and Lender acknowledge that the mutual promises and covenants contained herein, and other good and valuable consideration are sufficient and adequate to support this Agreement.

1. **Definitions and Interpretation**.

1.1 Defined Terms. The following terms when used in this Agreement shall, except where the context otherwise requires, have the following meanings.

"**Affiliate**" means, as to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control with such Person.

"**Agreement**" means this Loan Agreement, including amendments hereof and supplements hereto, executed by Borrower and Lender, or as otherwise required hereunder.

"**Anti-Corruption Laws**" means all laws, rules, and regulations of any jurisdiction applicable to Borrower from time to time concerning or relating to bribery or corruption.

"**Anti-Terrorism Law(s)**" means any laws relating to terrorism or money laundering, including Executive Order No. 13224, the PATRIOT Act, the Laws comprising or implementing the Bank Secrecy Act, and the Law administered by the United States Treasury Department's Office of Foreign Asset Control (as any of the foregoing Laws may from time to time be amended, renewed, extended, or replaced).

"**Approved Accounting Method**" shall mean the basis of accounting the Borrower uses for income tax purposes, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Whenever any accounting term is used herein and is not otherwise defined, it shall be interpreted in accordance with the Approved Accounting Method.

"**Borrower**" has the meaning set forth in the Recitals.

"**Borrower's Operating Agreement**" means the limited liability company operating agreement of Borrower, dated as of REDACTED, as amended.

"**Borrower's Organizational Documents**" means the following, including any amendments and supplements: the Borrower's Articles of Organization and Borrower's Operating Agreement.

"**Business Day**" means a day other than a Saturday, a Sunday or a day on which lenders in Colorado are authorized or obligated by law or executive order to close.

"**Closing Date**" or "**Closing**" means REDACTED the date of the Closing of the Loan under this Agreement and the date on which all conditions precedent to closing set forth herein have been satisfied.

"**Commitment**" means that certain Third Amended and Restated Loan Commitment issued by Lender to Borrower, dated as of REDACTED, which contains the conditions and requirements for the funding of the Loan.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through ownership of voting securities, beneficial interests, by contract or otherwise. The definition is to be construed to apply equally to variations of the word "Control" including "Controlled," "Controlling" or "Controlled by." A Person shall be deemed to Control another Person if the controlling Person owns ten percent (10%) or more of any class of voting securities (or other ownership interests) of the Controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the Controlled Person, whether through ownership of stock, by contract or otherwise.

"**County**" means City and County of REDACTED

"**Default**" means an event that, with giving of notice or passage of time or both (meaning, for avoidance of doubt, subject to any applicable notice and cure period), would constitute an Event of Default.

"**Designated Representative**" means the Person(s) authorized by Borrower to deliver certificates and other documents on behalf of Borrower to Lender in accordance with the Loan Documents.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and the Department of Labor regulations promulgated thereunder.

"**Event of Default**" means an Event of Default as set forth or described in Section 8 of this Agreement.

"**Extended Term**" means the automatic extension of the Initial Maturity Date for an additional five (5) year term provided Borrower meets certain milestones as provided herein.

"**Fees**" means, collectively, Lender's and/or the Authority's legal fees (including outside legal counsel fees), fees for third-party reports, recording of the Loan Documents, and other customary fees and any other fees now or hereafter due and payable by Borrower in accordance with any or all of the Loan Documents.

"**Funding Date**" means the date on which Lender funds the Loan.

"**GAAP**" means generally accepted accounting principles consistently applied and maintained throughout the period indicated and consistent with the audited financial statements delivered to Lender pursuant to Section 6. Whenever any accounting term is used herein and is not otherwise defined, it shall be interpreted in accordance with GAAP.

"**Governmental Agency**" means any governmental or quasi-governmental agency, board, bureau, commission, department, court, administrative tribunal or other instrumentality or authority, local or tribal government, and any public utility authorized by federal, state or local laws or regulations as having jurisdiction over Borrower or any Project. The term "Governmental Agency" shall include the Colorado Housing and Finance Authority.

"**Guidelines**" means the Proposition 123 Land Banking program Guidelines attached hereto as **Exhibit B** and incorporated herein by this reference, which may be amended from time to time.

"**Indebtedness**" means, in all cases without duplication, all items of indebtedness or liability of Borrower other than the Obligations, at any time which in accordance with the Approved Accounting Method would be included in determining total liabilities as shown on the liability side of a consolidated balance sheet of Borrower as of the date of determination, including: (a) indebtedness for borrowed money; (b) obligations under direct or indirect guaranties of indebtedness or obligations of others referred to in clause (a) or (b) above; (c) liabilities in respect of unfunded vested benefits under any plan (including all employee benefits plans covered by Title IV of ERISA whether now in existence or hereafter instituted, of Borrower or any ERISA Affiliate) for which the minimum funding standards of Section 302 of ERISA have not been met; and (d) any contingent monetary liabilities.

"**Initial Maturity Date**" means the earlier to occur of (i) the date on which the Initial Milestones set forth in Section 2.6 of this Agreement are met, and (ii) August 30, 2029.

"**Laws**" means (i) all statutes, laws, ordinances, regulations, orders, writs, judgments, injunctions, decrees or awards of the United States or any state, county, municipality or other Governmental Agency, including, without limitation, all building, zoning, planning, subdivision, fire, traffic, safety, health, disability, labor, discrimination, environmental, air quality, wetlands, shoreline and flood plain laws, ordinances, regulations and rules, and (ii) all government and private covenants, conditions and restrictions

"**Lender**" has the meaning given to such term in the introductory paragraph and shall also include lenders pursuant to any participation or transfer of the Loan.

"**Loan**" means the Loan to be made by Lender to Borrower pursuant to this Agreement.

"**Loan Documents**" means this Loan Agreement, the Note, Borrower's Certificate, Resolution of Borrower, Restrictive Covenant, Certification Regarding Environmental Conditions, Leasehold Certificate, settlement statement and all other documents or instruments executed by Borrower evidencing, securing or in connection with the Loan.

"**Material Adverse Occurrence**" means any occurrence of whatsoever nature (including, without limitation, any adverse determination in any litigation, arbitration or governmental investigation or proceeding) which Lender shall determine could materially adversely affect the then present or prospective (i) business, operations, assets or condition, financial or otherwise of Borrower, (ii) the value of the Project, or (iii) impair the ability of the Borrower to perform its obligations as and when required under any of the Loan Documents, as determined by Lender in its sole discretion.

"**Maturity Date**" means the end of the Initial Maturity Date or Extended Term, as applicable, unless a different date is set forth in the Note.

"**Note**" shall mean the promissory note evidencing the Loan.

"**Obligations**" means collectively: (i) Borrower's obligations for the payment of the Loan, interest and other charges, and all Fees; (ii) the performance of all other obligations of Borrower contained herein; (iii) the payment and performance of each and every obligation of Borrower contained in any other Loan Document; and (iv) the performance of each and every obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part hereof, the Note(s), or any other Loan Document.

"**OFAC**" means the U.S. Treasury Department, Office of Foreign Assets Control, and any successor thereto.

"**OFAC List**" means the "Specially Designated Nationals and Blocked Persons List" that is maintained by OFAC and any other similar list maintained by OFAC, the Department of Treasury or included in any Executive Order of the President of the United States. The OFAC List is accessible through the internet website www.treas.gov/ofac/t11sdn.pdf.

"**PATRIOT Act**" means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended from time to time, and any successor statute.

"**Person**" means any individual or entity, whether a trustee, corporation, partnership, member, limited liability company, trust, unincorporated organization, governmental or quasi-governmental agency, board, bureau, commission, department, court, administrative tribunal or other instrumentality or authority, and public utility.

"**Program**" means The Affordable Housing Financing Fund that was created by Proposition 123, a ballot measure approved by Colorado voters in November 2022 which created a new Statewide Affordable Housing Statute at CRS 29-32-101 et seq. Land Banking Program, which provides funding for the acquisition and preservation of land for the development of affordable housing, homeownership, and mixed commercial use if the predominate use is affordable.

"**Prohibited Person**" means any Person identified on the OFAC List or with whom a US citizen or entity organized under the laws of a state in the United States may not engage in transactions or have dealings with by any Requirements of Law, including, without limitation, embargo, sanctions or other prohibitions of United States law, regulation or Executive Order of the President of the United States.

"**Prohibited Transfer**" means any transfer, sale, or other disposition of the Project, or the sale, transfer, assignment or material change in control with respect to all or any portion of the Project unless Borrower shall have obtained the prior written consent of Lender for such transfer, sale, assignment, material change in control or other disposition of all or any portion of the Project.

"**Project**" has the meaning as set forth in Paragraph A of the recitals. The legal description of the property on which the Project is located is attached as **Exhibit A** (the "**Property**").

"**Rate**" is the Loan interest rate of two percent (2%).

"**Requirements of Law**" means the requirements of: (a) the organizational documents of a Person, and (b) any law, rule, regulation, ordinance, code, decree, treaty, ruling or determination of an arbitrator, court or other Governmental Agency, or any Executive Order issued by the President of the United States, in each case applicable to or binding upon such Person or to which such Person, any of its properties or the conduct of its business is subject including, without limitation, laws, ordinances and regulations pertaining to the zoning, occupancy, and subdivision of real property.

"**Restrictive Covenant**" means the declaration of restrictive covenants containing use and affordability covenant to be recorded against the Project in a priority lien position at the Closing of the Loan.

"**Sanctioned Country**" means, at any time, any country or territory which is itself the subject or target of any comprehensive Sanctions.

"**Sanctioned Person**" means, at any time, (a) any Person or group listed in any Sanctions related list of designated Persons maintained by OFAC or the U.S. Department of State, the United Nations Security Council, the European Union or any EU member state, (b) any Person or group operating, organized or resident in a Sanctioned Country, (c) any agency, political subdivision or instrumentality of the government of a Sanctioned Country, or (d) any Person fifty percent (50%) or more owned, directly or indirectly, by any of the above.

"**Sanctions**" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"**Sole Member**" means REDACTED

"**Statute**" means the Affordable Housing Statute at CRS 29-32-101 *et seq*.

1.2 Singular and Plural Terms. Any defined term used in the plural in any Loan Document shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 Accounting Principles. Any accounting term used and not specifically defined in any Loan Document shall be construed in conformity with, and all financial data required to be submitted under any Loan Document shall be prepared in conformity with the Approved Accounting Method applied on a consistent basis or in accordance with such other principles or methods as are reasonably acceptable to Lender.

1.4 References and Other Terms. Any reference to any Loan Document or other document shall include such document both as originally executed and as it may from time to time be modified. References herein to Articles, Sections and Exhibits shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term “document” is used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms “including” and “include” mean “including (include) without limitation”.

1.5 Exhibits Incorporated. All exhibits to this Agreement, as now existing and as the same may from time to time be modified, are incorporated in this Agreement by this reference.

1.6 Inconsistency. In the event of any inconsistency between the provisions of this Agreement and the provisions of any of the other Loan Documents, the provisions of this Agreement govern.

2. **The Loan; Payments; Fees**.

2.1 Loan and Purpose. Subject to the terms of this Agreement, Lender has agreed to make the Loan to Borrower. The proceeds of the Loan shall be used exclusively for the Project. The use of the Project shall comply with and be in accordance with the Statute and Guidelines. Notwithstanding anything contained herein and/or in the Loan Documents to the contrary, if the Borrower repays the Loan in full including, but not limited to, the accrued interest, prior to the Loan being forgiven in accordance with Section 2.8 of this Agreement, then the Program’s Restrictive Covenant recorded against the Property will terminate, and Lender shall execute a termination of the Restrictive Covenant in recordable form and otherwise in form and substance satisfactory to Lender in its sole discretion.

2.2 Interest.

(a) Borrower shall pay to Lender interest on the Note at the Rate.

(b) Interest at the Rate shall accrue on the principal amount of the Loan from and after the Closing and Funding Date until the Initial Maturity Date or the end of the Extended Term, as applicable. Interest accrued on the Loan computed at the Rate shall be payable as set forth in the Note.

(c) Notwithstanding anything to the contrary contained herein or in the Note to the contrary, interest on the Loan shall be deferred through the Initial Maturity Date or the end of the Extended Term, as applicable, and shall only be due and payable if Borrower does not achieve the Initial Milestones described in Section 2.6 below or the Final Milestones described in Section 2.7 below.

(d) If (i) an Event of Default occurs pursuant to this Agreement or any other Loan Document or (ii) if all amounts due under the Loan Documents otherwise become due and payable in accordance with the terms and conditions of the applicable Loan Documents, then the entire unpaid balance of the Loan and all other Obligations shall (without notice to or demand upon Borrower) at the sole option of Lender become payable in full, together with all unpaid, accrued interest thereon, due and payable on or before six (6) months from the date of the Event of Default, except as otherwise set forth herein or in the Note.

Payments.

(a) Borrower shall repay the Loan, with interest thereon, in accordance with the provisions of the Note and this Agreement. All amounts received by or on behalf of Lender (whether the result of payment transmitted by Borrower or otherwise) on account of payment of interest on or principal of the Note, or other payments due under this Agreement or any other Loan Documents, as the case may be, shall be applied by or on behalf of Lender pursuant to this Section 2.3. Borrower acknowledges that notwithstanding anything to the contrary set forth herein or in the other Loan Documents, a lump sum payment of disbursed and unpaid principal amounts and unpaid and outstanding interest shall be due and payable within ten (10) Business Days of any Prohibited Transfer.

(b) All payments made by the Borrower hereunder or under the other Loan Documents shall be made irrespective of, and without any deduction for, any set-offs or counterclaims, but such payment shall not constitute a waiver of any such set offs or counterclaims.

(c) After an Event of Default has occurred and is continuing, all amounts received by Lender shall be applied in the order determined by Lender in its absolute discretion.

2.4 Fees. All Fees are fully earned when paid and shall be non-refundable.

2.5 Recourse. The principal amount and interest accrued with respect to the Note shall be a full recourse obligation to the Borrower.

2.6 Initial Milestones. The Initial Maturity Date will automatically extend for an additional five (5) years (the "**Extended Term**"), *provided* Borrower is not in default under the Loan beyond all applicable notice and cure periods and has met the following milestones prior to the Initial Maturity Date: (a) the Project is properly zoned; and (b) a development plan for the Project has been submitted to and approved by the Authority (collectively, "**Initial Milestones**"). If Borrower fails to timely and properly meet the Initial Milestones by the end of the Initial Maturity Date, then Borrower must repay the Loan in full including, but not limited to accrued interest, within six (6) months of the Initial Maturity Date.

2.7 Final Milestones. If the Authority has determined that the Initial Milestones are met prior to the Initial Maturity Date, then Borrower must meet the following final milestones by the end of the Extended Term: (a) properly permit the Project, and (b) close and receive funding on one or more construction loans for the Project (collectively, the "**Final Milestones**"). If Borrower fails to timely and properly meet the Final Milestones by the end of the Extended Term, then Borrower must repay the Loan in full including, but not limited to, the deferred interest rate within six (6) months of the end of the Extended Term.

2.8 Loan Forgiveness. Notwithstanding anything contained herein and/or in the Loan Documents to the contrary, the Loan will be forgiven if the Authority determines that Borrower timely and properly satisfies the Initial Milestones prior to the Initial Maturity Date and the Final Milestones prior to the expiration of the Extended Term. Notwithstanding the foregoing, however, if the Initial Milestones and/or Final Milestones are not timely met, then, in lieu of the repayment of the Loan as herein provided, Borrower, with the prior written approval of the Authority on Lender's behalf, may assign all of its interest in the Property to either a local or tribal government (as defined in the Statute) within Colorado or a non-profit entity for the development of affordable housing and, upon such conveyance of the Property, the outstanding Loan amount (including but not limited to accrued interest) will be converted to a recoverable grant under which the assignee of the Property will become the grantee. Such grant must be evidenced by grant documents having terms and conditions, as well as form and substance, acceptable to and approved by the Authority on Lender's behalf.

3. **<u>Conditions Precedent to Loan</u>**. Prior to the advance of any Loan proceeds to the Borrower, all of the following conditions shall have been satisfied, which satisfaction shall be determined by the Authority in its sole discretion:

3.1 <u>Execution of Note</u>. Borrower shall have executed the Note.

3.2 <u>Payment of Closing Costs</u>. Borrower shall pay all Fees at the time of Closing.

3.4 <u>Additional Closing Requirements</u>. As a condition precedent to the Closing of the Loan, all conditions hereunder shall have been met, any and all required pre-closing documents shall be received, reviewed and approved by the Authority, and each of the Closing Documents listed in the Loan Commitment's Exhibit A, in form and substance satisfactory to the Authority, shall be executed and delivered to the Authority. <u>The Borrower and the Loan must strictly conform to the requirements of this Loan Agreement, the Guidelines, any related requirements of OEDIT or the Authority and any and all other applicable legal and regulatory requirements relating to Proposition 123 or otherwise (the "**Regulations**"). Below are additional conditions of the Loan.</u>

(a) The following uses and activities shall not be conducted in or on the Project: (i) activities which are illegal under federal, state or local laws; (ii) selling, producing, or displaying sexually oriented material (e.g., adult book stores, adult video stores, adult theaters, etc.); (iii) non-medical massage services; (iv) a business generating greater than twenty-five percent (25%) of its revenues from the sale of alcoholic beverages not manufactured on-site or from selling alcoholic beverages for consumption off premises; (v) a business or organization that discriminates in its membership or facility usage on the basis of race, color, national origin, religion, gender, age, disability, citizenship status, marital status, sexual orientation, or any other status protected by law; (vii) gambling activities (not including sale of state sanctioned lottery tickets); (viii) selling or dispensing products illegal under federal, state or local laws; (ix) religious services, instruction or overtly sectarian activities; (x) pawn brokering; (xi) making "payday" or short term loans by an entity that is not a bank, credit union, savings and loan or other banking institution; and (xii) escort services.

(b) All leases, if any, shall be in form and substance satisfactory to the Authority.

(c) A satisfactory appraisal of the real property securing the Loan (in accordance with the Authority's appraisal guidelines, to be ordered by the Borrower at Borrower's expense).

(d) Evidence satisfactory to the Authority that the Project will be in compliance with applicable zoning, planning, building and land use laws and regulations.

(e) Evidence satisfactory to the Authority that the Borrower and the Project are and will be in compliance with applicable environmental laws, regulations, permits, orders or other environmental requirements and that the real and personal property comprising the Project do not contain hazardous wastes or other adverse environmental conditions in violation of Laws. Such evidence shall include a Phase 1 ordered by the Borrower to assist Lender in making a determination of environmental risks in connection with this Project. The Phase 1 will combine information compiled internally by the Authority and information obtained from Borrower and other independent sources.

(f) All representations made by or on behalf of Borrower to the Authority in connection with its application for the Loan and in connection with the closing shall be true and correct in all material respects as of the date of funding of the Loan.

(g) No litigation shall be pending or threatened calling into question or which, if adversely determined, would affect (i) the creation, organization or existence of the Borrower or Sole Member; (ii) the validity of the Loan Documents; or (iii) the authority of the Borrower to enter into the Restrictive Covenant against the Property or to otherwise make or perform the Loan Documents. No proceedings shall be pending or threatened against or affecting the Borrower or Sole Member which involve the possibility of materially and adversely affecting the properties, business, prospects, profits or condition (financial or otherwise) of the Borrower or Sole Member, nor shall the Borrower or Sole Member be in default with respect to any order of any court, governmental authority or arbitration board or tribunal or any prior loan made to it by the Authority.

(h) Intentionally omitted.

(i) Such other conditions as the Authority may deem necessary or prudent to assure repayment of the Loan or compliance with the Regulations, Statute and the Guidelines.

3.5 Representations True and Correct. All representations and warranties of the Borrower in Sections 5 and 6 are true and correct in all material respects as of the date of the Closing and the Borrower is in compliance in all material respects with all affirmative covenants hereunder.

3.6 No Default. No Default or Event of Default has occurred and is continuing under this Agreement or under any of the Loan Documents.

3.7 No Bankruptcy; No Litigation. Neither Borrower nor Sole Member shall be the subject of any bankruptcy or insolvency proceeding nor shall Borrower or Sole Member make an assignment for the benefit of their respective creditors. No litigation shall be pending or threatened in violation of Section 6.6.

3.8 Borrower Authority to Execute Documents; Approval. All instruments and documents required hereby or relating to Borrower's capacity and authority to execute the Loan Documents to which it is a party and such other documents, instruments, opinions and assurances as Lender may request, and all procedures in connection herewith shall have been approved, as to form and substance, by Lender.

3.9 Valid Borrower Existence. Borrower shall have furnished Lender with evidence satisfactory to Lender that Borrower and Sole Member are validly formed and existing. Furthermore, the Borrower shall have submitted to Lender the documents governing and creating Borrower and Sole Member. Borrower shall have delivered to Lender a grant of authority executed by Sole Member, as the sole member and manager of Borrower satisfactory to Lender authorizing Borrower to enter into the Loan Documents and authorizing the proper officers of Borrower to execute the Loan Documents.

3.10 No Change in Financial Condition. As of the Closing Date of the Loan, no change shall have occurred in the financial condition of the Borrower or Sole Member or in any other aspect of the financing proposal of which the Loan is a part which, in the judgement of Lender, materially adversely affects the ability of the Borrower to repay the Loan, perform Borrower's obligations under the Loan Documents, or makes unreasonably or unreliable any of the financing assumptions upon which such repayment is predicated.

3.11 Additional Requirements. Borrower shall have complied with any and all other additional conditions required by Lender, at Lender's sole discretion.

4. **Disbursement of the Loan**. The Loan shall be disbursed in a single draw at the Closing of the Loan and full execution of all Loan Documents required by Lender.

5. **Restrictive Covenant; Environmental Sustainability Requirements**.

5.1 Restrictive Covenant. A Restrictive Covenant shall be filed by the Authority in a priority lien position in the County records and will be required to remain of record as set forth therein and per the terms of this Agreement.

(a) Area Median Income. If the Project includes rental units, then the annual income of households in the rental units may not exceed 60% area median income ("**AMI**"). If the Project includes homeowner properties, then the annual income of households in the homeowner properties may not exceed 100% AMI.

(b) Project Eligibility. If the Project is for commercial or mixed use, then the Predominate Use must be affordable housing, though market rate or non-restricted housing or rent restricted housing above 60% AMI may be included in the allowable mixed-use space. "**Predominate Use**" as used herein means at least seventy percent (70%) of the Project's improved space or units, unless otherwise agreed to in writing by the Authority.

(c) Affordability Term. If the Project includes rental units, there must be a restrictive covenant maintaining the affordability of such rental housing units for at least 40 years after the final improvements are developed, unless otherwise agreed to in writing by the Authority. If the Project includes homeowner units, such units must remain affordable for at least 40 years through a ground lease or similar structure each as approved by the Authority, unless otherwise agreed to by the Authority.

5.2 Environmental Sustainability Requirements. Each of the following is required to meet the Environmental Sustainability Standards for the Project and the Project shall be designed to meet the requirements as follows:

(a) Certification from one of the following*:

(i) 2020 Enterprise Green Communities (EGC)

(ii) Leadership in Energy and Environmental Design LEED v.4.1 (LEED)

(iii) National Green Building Standards NGBS ICC-700-2020 (NGBS)

(iv) Zero Energy Ready Homes standard (US DOE)

(b) All-electric building using high efficiency electric appliances such as heat pumps and heat pump water heaters, or a mixed-fuel building that includes pre-wiring for efficient electric heating and appliances and includes pre-wiring to enable future installation of EV charging station(s) for at least 10% of parking spots or greater if required under local codes.

*Developments that achieve all-electric construction with high-efficiency electric appliances may opt-out of a formal green building certification.

(c) Utilize water-efficient design inside and outside. Full guidance can be found at coloradowaterwise.org.

(d) Developments should be located within a half-mile of existing or planned transit corridors.

6. **Borrower Representations, Warranties and Covenants**. As a material inducement to Lender's entry into this Agreement, Borrower represents and warrants to Lender as of the date hereof and during the term of this Agreement (except as otherwise disclosed to and consented to by Lender) that:

6.1 Formation, Qualification and Compliance

(a) Borrower is duly organized, validly exists and is in good standing under the laws of the State of Colorado as a limited liability company and has the necessary power, authority and licenses to operate its properties and transact business in Colorado. Sole Member is duly organized, validly existing and in good standing under the laws of the State of Colorado as a nonprofit corporation and has the necessary power, authority and licenses to operate its properties and transact business in Colorado.

(b) Borrower has full power and authority to borrow money and to undertake the other obligations as contemplated by the Commitment, to execute and deliver the Loan Documents, and to perform Borrower's obligations under the Commitment and Loan Documents. The execution and delivery of the Loan Documents will be duly authorized by all necessary corporate action on the part of Sole Member, Borrower, and their officers, and/or directors, as applicable, and the Loan Documents will be valid, binding and enforceable obligations of Borrower.

(c) To the best of Borrower's current knowledge, the transactions contemplated herein will not cause a default under any other agreement and will not conflict with or violate any organizational document or agreement to which Borrower or Sole Member is a party or by which Borrower or Sole Member is bound.

(d) To the best of Borrower's current knowledge, neither Borrower nor Sole Member has executed and neither Borrower nor Sole Member will execute any agreements with provisions contradictory or in opposition to, the provisions of the Commitment or Loan Documents.

(e) Borrower and Sole Member shall do all things necessary to preserve and keep in full force and effect their existence, franchises, rights, privileges and qualification to do business in Colorado and all other states where their activities and ownership of assets are such that qualification to transact business is necessary under the laws of such states, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental authority or court applicable to the Borrower or Sole Member.

(f) Neither Borrower nor Sole Member shall amend, modify, supplement or restate Borrower's Organizational Documents without the prior written consent of Lender, nor shall Borrower or Sole Member cancel or terminate its respective governing documents without the prior written consent of Lender.

(g) For so long as any portion of the Loan remains outstanding, (i) Sole Member will remain the sole member of Borrower, and (ii) Borrower will remain member managed.

6.2 Execution and Performance of Loan Documents. The Borrower has all requisite authority to execute, deliver, and perform their obligations under, the Loan Documents to which they are a party. The Borrower shall timely perform its obligations under the Loan Documents and shall not cause or permit the occurrence of any Default under the documents to which it is a party.

(a) The execution, delivery and performance by Borrower of its obligations under each Loan Document that it has executed have been authorized by all necessary action(s) on the part of the Borrower and do not and will not:

(i) require any consent or approval not heretofore obtained of any Person having any interest in Borrower;

(ii) violate any provision of, or require any consent or approval not previously obtained under, any applicable governing document applicable to Borrower;

(iii) violate any provision of any Law presently in effect; or

(iv) constitute a breach or default under, or permit the acceleration of obligations owed under, any contract, any lease or other agreement or document to which Borrower is a party or by which Borrower or any of its property is bound.

(b) To the best of Borrower's current knowledge, Borrower is not in default in any respect under the Loan Documents or any Law, contract, loan agreement, lease or other agreement or document to which Borrower is a party or by which Borrower or any of its property is bound.

(c) No approval, license, exemption or other authorization from, or filing, registration or qualification with, any Governmental Agency is required in connection with the execution and delivery by Borrower of, and the performance by Borrower of its respective obligations under the Loan Documents

6.3 Financial and Other Information. All financial and other information furnished to Lender with respect to the Borrower in connection with the Loan: (a) is complete and correct in all material respects, (b) accurately presents the financial condition of the applicable party in all material respects, and (c) has been prepared in accordance with the Approved Accounting Method or in accordance with such other principles or methods as are reasonably acceptable to Lender. To the best of Borrower's current knowledge, all other documents and information furnished to Lender in connection with the Loan are true and correct in all material respects. Borrower does not have any material liability, contingent liability or disputed liability, or unrealized or anticipated losses which in the aggregate are material, or any material commitments of an unusual or burdensome character, not disclosed to Lender in writing and there is no material lien, claim, charge or other right of others of any kind (including liens or retained security titles of conditional vendors) on any property of any Person not disclosed in the financial statements or otherwise disclosed to Lender in writing.

6.4 No Material Adverse Occurrence. There has been no Material Adverse Occurrence since the dates of the latest financial statements furnished to Lender prior to the date of this Agreement. Since those dates, neither Borrower nor Sole Member has entered into any material transaction not disclosed in the financial statements or otherwise disclosed to Lender in writing prior to the date of this Agreement.

6.5 Liability. Borrower has filed, and all times during the term of this Agreement shall file, all required federal, state and local tax returns that are required to be filed and have paid, and at all times during the term of this Agreement shall pay, all taxes and assessments due (including interest and penalties, but subject to lawful extensions disclosed to Lender in writing) other than taxes being promptly and actively contested in good faith and by appropriate proceedings. Borrower is maintaining adequate reserves for tax liabilities and impositions (including contested liabilities) in accordance with the Approved Accounting Method or in accordance with such other principles or methods as are reasonably acceptable to Lender.

6.6 No Litigation. No litigation shall be pending or threatened calling into question or which, if adversely determined, would affect (i) the creation, organization or existence of the Borrower or Sole Member; (ii) the validity of the Loan Documents; or (iii) Borrower's ability to make or perform the Loan Documents. No proceedings shall be pending or threatened against or affecting the Borrower or Sole Member which involve the possibility of materially and adversely affecting the properties, business, prospects, profits or condition (financial or otherwise) of the Borrower, nor shall the Borrower or Sole Member be in default with respect to any order of any court, governmental authority or arbitration board or tribunal or any prior loan made to it by the Lender.

6.7 No Default. To the best of Borrower's current knowledge, Borrower is not in default with respect to any order of any court, arbitrator or Governmental Agency, and to the best of Borrower's current knowledge, Borrower is not subject or a party to any order of any court or Governmental Agency arising out of any action, suit or proceeding under any statute or other law respecting antitrust, monopoly, restraint of trade, unfair competition or similar matters. For the purposes of this section, the term "order" includes any order, writ, injunction, decree, judgment, award, determination, direction or demand.

6.8 Documents. Borrower will deliver to Lender true and complete copies of all required documents related to the Project. Except as otherwise disclosed to Lender in writing, all such agreements are in full force and effect and no party is in default under any agreement.

6.9 Name and Principal Place of Business. Borrower presently uses no trade name other than its actual name. Borrower's principal place of business is REDACTED

6.10 Business Loan; Regulation U. The Loan, including interest rates, fees and charges as contemplated hereby, collectively constitutes a business loan and is being used by Borrower for business and commercial purposes and not for personal, family or household purposes. The proceeds of the Loan shall be used for proper business purposes and consistently with all Requirements of Law. Borrower is not in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System), and no proceeds of the Loan shall be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock. Without limitation of the above provisions, Borrower shall not use the Loan (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or (ii) in any manner that would result in the violation of any applicable Sanctions.

6.11 Investment Company Act; ERISA. Borrower does not currently maintain, and never has maintained, any employee benefit plan described in Section 3(3) of ERISA that is subject to ERISA or that would be subject to ERISA if it covered more than one employee of Borrower and if the exclusions contained in Section 4 of ERISA did not apply. Borrower is not currently, and never has been, part of a group of companies that is required to be aggregated and treated as one employer under Section 414 of the Code.

6.12 Non-Foreign Status. Borrower is not a "foreign person" within the meaning of Internal Revenue Code Sections 1445 and 7701 (i.e., it is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder). Borrower understands that the foregoing information may be disclosed to the Internal Revenue Service by Lender, its agents, successors and assigns, and that any false statement could be punished by fine, imprisonment or both.

6.13 Continuing Nature of Representations and Warranties. All representations and warranties of Borrower in the Loan Documents shall survive the making of the Loan and have been or will be relied on by Lender notwithstanding any investigation made by Lender. This Agreement and all covenants, agreements, representations and warranties made herein and in the other Loan Documents shall survive the execution of this Agreement and the other Loan Documents and shall continue in full force and effect so long as the Loan is outstanding and unpaid. Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the Lender if Borrower fails to perform or comply as required.

6.14 No Reliance on Lender for Advice. Borrower represents that it understands the nature and structure of the Loan; that it is familiar with the provisions of all of the Loan Documents; that it understands the risks inherent in these transactions; and that it has not relied on Lender for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Loan Documents, or otherwise relied on Lender for any advice.

6.15 Anti-Corruption Laws; Sanctions; Anti-Terrorism Laws.

(a) Borrower and, to the best of Borrower's current knowledge, its respective officers and employees are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. Neither Borrower nor, to the best of Borrower's current knowledge, any of its respective directors, officers or employees is a Sanctioned Person. The use of the proceeds of this Loan will not violate Anti-Corruption Laws or applicable Sanctions.

(b) Neither the making of the Loan hereunder nor the use of the proceeds thereof will violate the PATRIOT Act, the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or successor statute thereto. Borrower is in compliance in all material respects with the PATRIOT Act.

6,16 Use of Proceeds. Borrower and its respective directors, officers, employees and agents shall not use the proceeds of the Loan (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or (ii) in any manner that would result in the violation of any applicable Sanctions.

6.17 Compliance with Laws. Borrower has complied and will continue to comply in all material respects with all laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject including, without limitation, all Environmental Laws, Anti-Corruption Laws and applicable Sanctions, and Borrower has all permits, licenses and approvals required by such laws, copies of which have been provided to Lender.

6.18 Additional Representations, Warranties and Covenants.

(a) Borrower will duly and promptly pay each and every installment of the principal of and interest and premium, if any, on the Note, and all other indebtedness, as the same become due, and will duly and punctually perform and observe all of the obligations contained in the Loan Documents.

(b) Borrower shall pay promptly all taxes, levies, assessments, judgments and charges of any kind upon or relating to the Project, to Borrower's business, and to Borrower's ownership or use of any of its assets, income, or gross receipts and shall provide Lender with evidence of such payment upon request.

(c) Borrower will assist and cooperate with the Lender in locating and/or providing any information necessary to provide evidence of compliance with any of the Loan Documents.

(d) All representations made by or on behalf of Borrower to the Lender in connection with its application for the Loan in connection with the Closing Date shall be true and correct in all material respects as of the date of funding of the Loan and all information given to Lender is accurate in all material respects and Borrower has not intentionally omitted any material facts.

(e) Borrower will comply with the provisions of any federal, state, or local law prohibiting discrimination on the grounds of race, color, religion or creed, sex, marital status, national origin, familial status or disability, sexual or gender preference, political opinion or affiliation, in all Borrower operations and shall provide prompt written notice to Lender of the filing of any complaints of discrimination with respect to any Borrower operations.

(f) The Project is located in a jurisdiction that has filed a commitment to increase affordable housing and opted into Proposition 123 funding.

6.19 Further Assurances. Borrower shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to Lender all documents, and take all actions, as required in the sole judgment of Lender within fifteen (15) Business Days of Lender's request from time to time, to confirm the rights created or now or hereafter intended to be created under the Loan Documents, or otherwise to carry out the purposes of, or comply with, the Loan Documents and the transactions contemplated under the Loan Documents and Loan Commitment.

6.20 Use. Borrower shall not use, occupy or permit the use or occupancy of any portion of any Project by Borrower or any lessee, tenant, licensee, permittee, agent or any other person in any manner that would be in violation of any applicable federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law.

6.21 Negative Covenants of Borrower. Until payment and performance in full of all of the Obligations under this Agreement, the Note and the Loan Documents, Borrower shall not, without the prior written consent of the Lender:

(a) Create, incur, permit, assume or suffer to exist any indebtedness secured by the Project, except the obligations created or permitted hereby, the Loan, indebtedness created or incurred in furtherance of meeting the Initial Milestones and/or the Final Milestones, or indebtedness created or incurred in the ordinary course of business.

(b) Permit the transfer of any interest in Borrower from the ownership as it exists on the date hereof, other than by devise or operation of law.

(c) Subject to the provisions of Section 9 below, permit any Prohibited Transfer or lease of the Project without the prior written consent of Lender, whether voluntary or involuntary or by action of law; except such lease as may be within the ordinary course of business and within the original scope of the Project as presented to Lender.

(d) Assume, guarantee, endorse or otherwise become liable in an accommodation capacity in connection with the obligations or stock of any person, firm or corporation, except endorsements of negotiable instruments for deposit or collection and similar transactions in the ordinary course of business and or as otherwise disclosed to Lender in writing.

(e) Merge or consolidate into or with any other entity, or permit any other entity to merge into the Borrower.

(f) Make loans or advances to its officers, shareholders, directors, partners or employees or to the officers, shareholders, directors, partners or employees of any Affiliate or subsidiary of the Borrower.

(g) Change its name or the nature or scope of its business without the express written approval of the Lender, which approval shall not be unreasonably withheld.

(h) Use the proceeds of the Loan to pay the operating expenses of Borrower or for any purpose other than that described in Section 2.1 above.

(i) Lend or advance money, credit or property.

6.22 Prohibited Transactions. Borrower shall not, without the prior written consent of Lender, engage directly or indirectly in any off-balance sheet, hedge or derivative transactions, including without limitations, interest rate swaps and interest rate caps. In addition to the foregoing, Borrower shall not cause or allow the proceeds of the Loan to be invested except in a federally insured account without the prior written consent of Lender.

6.23 Prohibited Uses. The following uses and activities shall not be conducted in or on the Project or with funds related to or provided for the Project: (a) activities which are illegal under federal, state or local laws; (b) selling, producing, or displaying sexually oriented material (e.g., adult book stores, adult video stores, adult theaters, etc.); (c) non-medical massage services; (d) a business generating greater than twenty-five percent (25%) of its revenues from the sale of alcoholic beverages not manufactured on-site or from selling alcoholic beverages for consumption off premises; (e) a business or organization that discriminates in its membership or facility usage on the basis of race, color, national origin, religion, gender, age, disability, citizenship status, marital status, sexual orientation, or any other status protected by law; (f) gambling activities (not including sale of state sanctioned lottery tickets); (g) selling or dispensing products illegal under federal, state or local laws; (h) religious services, instruction or overtly sectarian activities; (i) pawn brokering; (j) making "payday" or short term loans by an entity that is not a bank, credit union, savings and loan or other banking institution; and (k) escort services.

7. **Financial Covenants**.

7.1 Financial Statements.

(a) In addition to any required financial statements or other financial-reltaed documentation required at the time of the Project application, Borrower shall promptly provide to the Authority such additional financial information and operating data in Borrower's possesion as deemed desirable by the Authority, in its sole discretion, in connection with the Project and the Loan.

(b) All financial statements heretofore or hereinafter furnished to Lender have been or shall be prepared in accordance with the Approved Accounting Method, consistently applied, shall fairly represent the financial conditions of the subjects thereof as of the respective dates of such financial statements and shall be certified to be correct by Borrower.

7.2 Books and Records. The Borrower agrees to keep complete books and records of account in accordance with the Approved Accounting Method applied on a consistent basis and will permit the Lender and its agents, accountants and attorneys, to examine its books and records of account and to discuss its affairs, finances and accounts with the Borrower, at such reasonable times as Lender may request. Further, Borrower shall deliver to Lender, in form and substance reasonably satisfactory to Lender and within ten (10) Business Days of the Authority's or Lender's written request therefore from time to time, copies of all reports which are available for public inspection or which Borrower is required to file with any Governmental Agency.

8. **Reporting Requirements**.

8.1 Notice of Certain Matters. Borrower shall give notice to Lender, within ten (10) Business Days after Borrower obtains actual knowledge thereof, of each of the following:

(a) Any action, suit or proceeding instituted by or against Borrower in any federal or state court or before any commission or other regulatory body (federal, state or local, domestic or foreign) or any such act or proceeding threatened against Borrower which, if adversely determined, would constitute a Material Adverse Occurrence, in a writing that contains the details thereof;

(b) any dispute between Borrower and any Governmental Agency relating to the Project, the adverse determination of which would constitute a Material Adverse Occurrence;

(c) any trade name hereafter used by Borrower and any change in the principal place of business of Borrower;

(d) any change in President or CEO of Sole Member or any change in the Sole Member of Borrower;

(e) any aspect of any Project that is not in substantial conformity with the Statute or the Guidelines;

(f) any Event of Default or event which, with the giving of notice or the passage of time or both of which Borrower is aware or has received written notice, would constitute an Event of Default;

(g) the commencement of any material arbitration or governmental investigation or proceeding not previously disclosed by Borrower to Lender, which has been instituted or, to the knowledge of Borrower, is threatened against Borrower which if determined adversely to Borrower would constitute a Material Adverse Occurrence;

(h) any default or event of default by Borrower, or receipt by Borrower of a notice of default, under any loan made by Borrower or an Affiliate of Borrower;

(i) any Material Adverse Occurrence;

(j) any changes to Borrower's Organizational Documents;

(k) the occurrence of any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God, act of terrorism or civil unrest, or other casualty (whether or not covered by insurance) that could reasonably be expected to have a Material Adverse Occurrence;

(l) any other action, event or condition of any nature which may lead to or result in a Material Adverse Occurrence or which, with or without notice or lapse of time or both, would constitute a default under any other contract, instrument or agreement to which Borrower is a party or by which Borrower or their properties or assets may be bound or subject; and

(o) any transfer, sale, or other disposition of the Project or the sale, transfer, assignment or material change in control with respect to of all or any portion of the Project.

8.2. Program Reporting. Borrower shall provide the Authority the information as detailed on **Exhibit C** in form and substance acceptable to the Authority and within specified timeframes specified thereon.

9. **Defaults and Remedies**.

9.1 Events of Default. The occurrence of any of the following, whatever the reason therefore, shall constitute an Event of Default:

(a) Borrower fails to make any payment of principal and/or interest under the Note when the payments first become due and payable; or

(b) Borrower fails to perform any other obligation for the payment of money under any Loan Document executed by Borrower within ten (10) days after Lender gives Borrower written notice that the obligation was not performed; or

(c) Borrower is dissolved, liquidated or terminated, or all or substantially all of the assets of Borrower are sold or otherwise transferred without Lender's prior written consent, or there is any transfer of the ownership interests of Borrower; or any order, judgment or decrees shall be entered against Borrower decreeing the dissolution or split up of Borrower; or

(d) Borrower is the subject of an order for relief by a bankruptcy court, files a voluntary petition for bankruptcy or is unable or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or Borrower applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or any part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of Borrower, and the appointment continues undischarged or unstayed for forty-five (45) days; or Borrower institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to it or any part of its property; or any similar proceeding is instituted without the consent of Borrower, and continues undismissed or unstayed for forty-five (45) days; or Borrower shall suffer a material adverse change in financial condition; or any judgment, writ, warrant of attachment or execution, or similar process is issued or levied against Borrower or Borrower's assets and is not released, vacated or fully bonded within thirty (30) days after its issue or levy; or any judgment for the payment of money is rendered against the Borrower; or

(e) Borrower fails to achieve the Initial Milestones by the end of the Initial Term or, if extended, fails to achieve the Final Milestones by the end of the Extended Term, and Borrower fails to cure such default within ten (10) days after Lender gives Borrower written notice that such obligation was not performed; or

(f) The withdrawal, removal or substitution of Sole Member as the sole member or Borrower and Borrower's failure to provide a substitute or replacement member acceptable to Lender within thirty (30) days after the occurrence of any such withdrawal, removal or substitution; or

(g) Any transfer, sale, or other disposition of all or any portion of the Project, without the prior written consent of Lender; or

(h) Failure of the Project to be located at Closing in a committed area that has opted into Proposition 123.

If an Event of Default occurs pursuant to this Agreement for which Lender is required to give notice, Lender shall give Borrower written notice of the Event of Default.

9.2 Rights and Remedies. Upon the occurrence of and during the continuation of an Event of Default, unless the Event of Default is subsequently waived in writing by Lender, Lender may exercise any or all of the following rights and remedies, consecutively or simultaneously, and in any order:

(a) Declare the entire unpaid and outstanding principal balance of the Loan and the Note evidencing disbursed funds thereunder, with all accrued interest and other amounts payable thereunder, due and payable on or before six (6) months from the date of the Event of Default (or in the case of a Prohibited Transfer, within ten (10) Business Days of such Prohibited Transfer), without presentment, demand, protest or other notice of any kind, all of which are expressly waived by Borrower;

(b) If Borrower fails to pay the entire unpaid and outstanding principal balance of the Loan, with all accrued interest and other amounts due and payable hereunder, on or before six (6) months from the date of the Event of Default (or in the case of a Prohibited Transfer, within ten (10) Business Days of such Prohibited Transfer), exercise any or all remedies specified herein and in the other Loan Documents, including any remedies which it may have therefore at law, in equity or under statute;

(c) If Borrower fails to pay the entire unpaid and outstanding principal balance of the Loan, with all accrued interest and other amounts due and payable hereunder, on or before six (6) months from the date of the Event of Default (or in the case of a Prohibited Transfer, within ten (10) Business Days of such Prohibited Transfer), Lender may declare an Event of Default under any agreement to which Lender and Borrower are parties, whether or not the agreement concerns the transactions contemplated by this Agreement, and may effectuate any remedies provided for in the agreement.

In addition to the other remedies set forth herein and in the other Loan Documents, Borrower hereby irrevocably authorizes Lender, at any time while an Event of Default continues, to set off any sum due to or incurred by Lender against all accounts, deposits and credits (including, without limitation, agency, custody, safekeeping, trust accounts and any of Borrower's other property in Lender's possession) of Borrower with, and any and all claims of Borrower against, Lender. Such right shall exist whether or not Lender shall have made any demand hereunder or under any other Loan Document, whether or not said sums, or any part thereof, or deposits and credits held for the account of Borrower is or are matured or unmatured, and regardless of the existence or adequacy of any collateral, guaranty or any other security, right or remedy available to Lender. Lender agrees that, as promptly as is reasonably possible after the exercise of any setoff right, it shall notify Borrower of its exercise of such setoff right; provided, however, that the failure of any Lender to provide such notice shall not affect the validity of the exercise of such setoff rights. Nothing in this Agreement shall be deemed a waiver or prohibition of or restriction on any Lender to all rights of banker's lien, setoff and counterclaim available pursuant to law.

9.3 Cumulative Remedies; No Waiver. If Borrower fails to pay the entire unpaid and outstanding principal balance of the Loan, with all accrued interest and other amounts due and payable hereunder, on or before six (6) months from the date of the Event of Default (or in the case of a Prohibited Transfer, within ten (10) Business Days of such Prohibited Transfer), Lender's rights and remedies under the Loan Documents are cumulative and in addition to all rights and remedies provided by Law from time to time. The exercise by Lender of any right or remedy shall not constitute a cure or waiver of any Default or Event of Default, nor invalidate any notice of default or any act done pursuant to any such notice, nor prejudice Lender in the exercise of any other right or remedy. No waiver of any Default or Event of Default shall be implied from any omission by Lender to take action on account of such Default or Event of Default if such Default or Event of Default persists or is repeated. No waiver of any Default or Event of Default shall affect any Default or Event of Default other than the Default or Event of Default expressly waived, and any such waiver shall be operative only for the time and to the extent stated. No waiver of any provision of any Loan Document shall be construed as a waiver of any subsequent breach of the same provision. Lender's consent to or approval of any act by Borrower requiring further consent or approval shall not be deemed to waive or render unnecessary Lender's consent to or approval of any subsequent act. Lender's acceptance of the late performance of any obligation shall not constitute a waiver by Lender of the right to require prompt performance of all further obligations; Lender's acceptance of any performance following the sending or filing of any notice of default shall not constitute a waiver of Lender's right to proceed with the exercise of its remedies for any unfulfilled obligations; and Lender's acceptance of any partial performance shall not constitute a waiver by Lender of any rights relating to the unfulfilled portion of the applicable obligation.

9.4 Lender Fees and Costs. In the event of a breach by Borrower of any provision contained herein or in the Note secured hereby or if an Event of Default occurs and is continuing hereunder, Borrower will pay to Lender, in addition to all obligations due in connection with the Loan, reasonable attorneys' fees incurred in obtaining or enforcing payment of said Loan, or in the prosecution against Borrower or in the defense by Lender of any action or proceeding concerning any matter arising out of or connected with this Agreement or said Loan.

10. **Reserved.**

11. **Reserved.**

12. **Miscellaneous**.

12.1 Nonliability of Lender. Borrower acknowledges and agrees that:

(a) the relationship between Borrower and Lender is and shall remain solely that of borrower and lender, and Lender neither undertakes nor assumes any responsibility to review, inspect, supervise, approve or inform Borrower of any matter in connection with any Project. Borrower shall rely entirely on its own judgment with respect to such matters and acknowledges that any review, inspection, supervision, approval or information supplied to Borrower by Lender in connection with such matters is solely for the protection of Lender and that no third party is entitled to rely on it;

(b) notwithstanding any other provision of any Loan Document the Parties acknowledge and agree that: (i) Lender is not a partner, joint venturer, alter-ego, manager, controlling Person or other business associate or participant of any kind of Borrower, and Lender does not intend to ever assume any such status; and (ii) Lender shall not be deemed responsible for or a participant in any acts, omissions or decisions of Borrower;

(c) Lender shall not be directly or indirectly liable or responsible for any loss or injury of any kind to any Person or property resulting from any construction on, or occupancy or use of, any Project, whether arising from: (i) any defect in any building, grading, landscaping or other onsite or offsite improvement; (ii) any act or omission of Borrower or its respective agents, employees, independent contractors, licensees or invitees; or (iii) any accident on the Project or any fire or other casualty or hazard thereon; and

(d) By accepting or approving anything required to be performed or given to Lender under the Loan Documents, including any certificate, financial statement, or appraisal, Lender shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty or representation by Lender to anyone.

12.2 Indemnity. Borrower shall defend (by counsel satisfactory to Lender), indemnify and save and hold harmless Lender and its directors, officers, agents and employees from and against all claims, demands, actions, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) to the extent arising from or relating to (a) the making of the Loan, except for violation of banking laws or regulations by Lender; (b) a claim, demand or cause of action that any Person has or asserts against Borrower; (c) Lender's enforcement, defense or establishment of any rights, remedies or obligations hereunder or under the other Loan documents; (d) the performance or non-performance of Borrower's obligations thereunder; (e) the review of any consent requests of Borrower; (f) the making, collection or administration of the Indebtedness or any of the Loan Documents; or (g) the ownership, occupancy or use of any Project; whether or not a lawsuit or mediation or arbitration action is filed. Notwithstanding the foregoing, Borrower shall not be obligated to indemnify Lender with respect to any loss, liability, cost or expense which is determined by a final decision of a court of competent jurisdiction to have resulted primarily from the gross negligence or willful misconduct of Lender or any employee, contractor or agent of Lender. Borrower's obligations under this Section shall survive for a period of two (2) years after the later of repayment of the Loan, all Notes, the expiration or termination of the Commitment, and the termination of this Agreement or any provision hereof.

12.3 Reimbursement of Lender. Borrower shall reimburse Lender immediately upon written demand for all costs reasonably incurred by Lender (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of Lender) in connection with the negotiation, preparation, execution, delivery, administration, modification, performance and enforcement of the Loan Documents and all related matters, including the following: (a) Lender's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Loan Document other than (i) Lender's defense of any action in which Borrower is awarded a judgment against Lender and (ii) Lender's prosecution of any action against Borrower in which Lender fails to obtain a judgment against Borrower; and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which Lender is indemnified under the Loan Documents; provided, that attorneys' fees payable hereunder shall be determined on the basis of rates then generally applicable to the attorneys (and all paralegals, accountants and other staff employed by such attorneys) employed by Lender, which may be higher than the rates such attorneys (and all paralegals, accountants and other staff employed by such attorneys) charge Lender in certain matters. Such reimbursement obligations shall bear interest following written demand at the Rate. Such reimbursement obligations shall survive the cancellation of the Note.

12.4 Obligations Unconditional and Independent. Notwithstanding the existence at any time of any obligation or liability of Lender to Borrower, or any other claim by Borrower against Lender, in connection with the Loan or otherwise, Borrower hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Borrower's obligations under the Loan Documents, or (b) to claim that the existence of any such outstanding obligation, liability or claim excuses the nonperformance by Borrower of any of its obligations under the Loan Documents.

12.5 Notices. Any notice required or permitted to be given by Borrower or Lender under this Agreement shall be in writing and will be deemed given (a) upon personal delivery, (b) on the first Business Day after receipted delivery to a courier service which guarantees next-business-day delivery and provides written confirmation of delivery, or (c) on the third Business Day after mailing, by certified United States mail, postage prepaid, in any case to the appropriate party at its address set forth below:

If to Lender at:

Affordable Housing Financing Fund
c/o Colorado Housing and Finance Authority
Program Administrator
1981 Blake Street
Denver, Colorado 80202
Attention: Legal Operations

If to Borrower at:

REDACTED

with a copy to:

REDACTED

And with a copy to:

REDACTED

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

12.6 No Third Parties Benefited. This Agreement is made for the purpose of setting forth rights and obligations of Borrower and Lender, and no other Person shall have any rights under this Agreement or by reason of this Agreement.

12.7 Binding Effect; Assignment of Obligations. This Agreement shall bind, and shall inure to the benefit of, Borrower and Lender and their respective successors and assigns. Borrower shall not assign any of its rights or obligations under any Loan Document without the prior written consent of Lender, which consent may be withheld in Lender's absolute discretion. Any such assignment without such consent shall, at Lender's option, be void. Wherever herein Lender is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not; and each such holder of the Note or Notes shall have and enjoy all of the rights, privileges, powers, options and benefits afforded Lender hereby and hereunder, and may enforce all of the terms and provisions hereof as fully and to the same extent and with the same effect as if such holder were herein by name specifically granted such rights, privileges, powers, options and benefits and was herein by name designated Lender.

12.8 Counterparts. Any Loan Document, other than the Note, may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

12.9 Prior Agreements; Amendments; Consents. This Agreement (together with the other Loan Documents) contains the entire agreement between Lender and Borrower with respect to the Loan, and all prior negotiations, understandings and agreements are superseded by this Agreement. No provision or term of this Agreement may be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument, designated as an amendment, supplement or waiver, and duly executed by the Borrower and Lender. If Borrower requests an amendment of any Loan Documents, Lender may require

Borrower to pay Lender a reasonable fee to cover Lender's administrative and legal costs in connection with evaluating the proposed amendment and preparing the necessary documentation if it is approved.

12.10 Governing Law. All of the Loan Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado. This Agreement and the other Loan Documents are subject to such modifications as may be required by changes in federal or Colorado law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement and the other Loan Documents on the effective date of such change, as if fully set forth herein.

12.11 Severability of Provisions. Provided that this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions of this Agreement are severable. No provision in any of the Loan Documents that is held to be unenforceable or invalid shall affect the remaining provisions, and to this end all provisions of the Loan Documents are hereby declared to be severable.

12.12 Headings. Article and section headings are included in the Loan Documents for convenience of reference only and shall not be used in construing the Loan Documents.

12.13 Conflicts. In the event of any conflict between the provisions of this Agreement and those of any other Loan Document, this Agreement shall prevail; provided however that, with respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

12.14 Time of the Essence. Time is of the essence in all of the Loan Documents.

12.15 Transfers and Participations. Lender may transfer, and/or grant participations in the Loan, the Loan Documents at any time, in whole or in part, and may furnish any transferee or participant or any prospective transferee or participant with all documents and information relating to the Borrower, the Loan and/or the Loan Documents or any of them that Lender deems advisable in connection therewith, provided that the transferee or grantee must be a citizen of the United States or an entity organized and domiciled in the United States. The indemnity obligations of the Borrower under the Loan Documents shall also apply with respect to any actual or prospective transferee and/or participant and the directors, officers, agents and employees of any such transferee and/or participant. Neither the Borrower nor any of its respective Affiliates or subsidiaries shall be given an opportunity to be a transferee, assignee, purchaser or participate under any circumstances without the prior, written consent of Lender which may be withheld in its sole and absolute discretion. In the event of any such transfer, assignment, sale or participation, Lender and the parties to such transaction shall share in the rights and obligations of Lender as set forth in the Loan Documents only as and to the extent they agree among, themselves. In connection with any such transfer, assignment, sale or participation, Borrower further agrees that the Loan Documents shall be sufficient evidence of the obligations of the Borrower to each transferee, assignee, purchaser, or participant, and upon written request by Lender, Borrower shall enter into such amendments or modifications to the Loan Documents as may be reasonably required in order to evidence any such transfer, assignment, sale or participation, as the case may be. Borrower shall not have any right to consent to any transfer, and/or grant of participations in the Loan, or the Loan Documents. There are no restrictions on the type of assignee/participant to whom Lender may transfer its interest. Lender may provide information to prospective transferees in advance of a transfer without Borrower's consent.

12.16 Waiver of Right to Designate Application of Payment. Borrower hereby waives any and all rights it may have to marshal assets or to designate any amount received or collected by Lender from

Borrower or any other party in repayment of the Loan against any particular portion of the Loan. If, for any reason, the foregoing waiver is found to be invalid or unenforceable, Borrower hereby irrevocably elects to designate all amounts received by Lender from any source as payment toward the portion of the Obligations of Borrower evidenced by the Note, and only after such amount has been paid in full, against the balance of the Loan.

12.17 Waiver of Right to Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

12.18 PATRIOT Act Notice. Lender (for itself and not on behalf of any other party) hereby notifies Borrower that, pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the PATRIOT Act.

12.19 Compliance With Anti-Terrorism, Embargo, Sanctions and Anti-Money Laundering Laws. Borrower shall (a) ensure, and cause any Affiliate to ensure, that no person who owns a controlling interest in or otherwise controls any Affiliate is or shall be listed on the "Specially Designated Nationals and Blocked Person List" or other similar lists maintained by the OFAC, the Department of the Treasury, or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, (c) comply, and cause each Affiliate to comply, with all applicable Environmental Laws, Bank Secrecy Act, PATRIOT Act, or any other Anti-Corruption Law, Anti-Terrorism Law and regulations and applicable Sanctions, as amended, and (d) and shall cause each Affiliate to provide such information and take such actions as are reasonably requested by Lender in order to assist Lender in maintaining compliance with the PATRIOT Act. Without limiting the foregoing, Borrower agrees that it will not: (i) permit a Prohibited Person to own an equity interest in or Control of Borrower; or (ii) engage in transactions or have dealings with a Prohibited Person or a Person known by Borrower, after reasonable inquiry, to be owned or Controlled by a Prohibited Person. Upon Lender's written request, from time to time during the term of the Loan, Borrower shall certify in writing to Lender that the representations, warranties and obligations made herein remain true and correct and have not been breached. Borrower shall notify Lender immediately in writing if any of such representations, warranties or covenants are no longer true or have been breached or if Borrower has a reasonable basis to believe that they may no longer be true or have been breached. In connection with such an event, Borrower shall comply with all Requirements of Law and directives of Governmental Agencies and, at Lender's written request, provide to Lender copies of all notices, reports and other communications exchanged with, or received from, Governmental Agencies relating to such an event. Borrower shall also reimburse Lender for any expense incurred by Lender in evaluating the effect of such an event on any Project and in complying with all Requirements of Law applicable to Borrower, any Affiliate of Borrower, or Lender as the result of the existence of such an event and for any penalties or fines imposed upon Borrower or Lender as a result thereof. Borrower agrees to execute and deliver to Lender, from time to time, such further documents and certifications as may be reasonably requested, necessary to

Borrower to implement, enforce, investigate, and undertake the warranties, representations, covenants and promises made herein.

12.20 Designated Representative(s). Borrower hereby represents that the person signing this Agreement on behalf of Borrower is hereby authorized to act as Borrower's authorized representative for purposes of dealing with Lender on behalf of Borrower in respect of any and all matters in connection with this Agreement, the other Loan Documents and the Loan. In addition, Borrower may designate by appropriate action in form acceptable to Lender, additional Designated Representatives. Each Designated Representative shall have the power to give and receive all notices, monies, approvals and other documents and instruments, and to take any other action on behalf of Borrower. All actions by the Designated Representative shall be final and binding on Borrower. Lender may rely on the authority given to the Designated Representative until actual receipt by Lender of a duly authorized resolution substituting a different person as the Designated Representative.

12.21 Designated Representative(s); Uniform Electronics Transactions Act. Borrower hereby represents that the person signing this Agreement on behalf of Borrower is hereby authorized to act as Borrower's authorized representative Document Imaging, Electronic Transactions and the UETA. Without notice to or consent of Borrower, Lender may create electronic images of this Agreement and the other Loan Documents and destroy paper originals of any such imaged documents. Provided that such images are maintained by or on behalf of Lender as part of Lender's normal business processes, Borrower agrees that such images have the same legal force and effect as the paper originals and are enforceable against Borrower. Furthermore, Borrower agrees that Lender may convert this Agreement and any other Loan Documents into a "transferrable record" as such term is defined under, and to the extent permitted by, the Uniform Electronic Transactions Act (the "**UETA**"), as adopted in the State of Colorado, with the image of such instrument in Lender's possession constituting an "authoritative copy" under the UETA.

12.22 Waiver of Special Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST LENDER, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, THE TRANSACTIONS CONTEMPLATED THEREBY, THE LOAN OR THE USE OF THE PROCEEDS THEREOF.

12.23 Jurisdiction and Venue. BORROWER HEREBY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE COURT IN THE CITY AND COUNTY OF DENVER, COLORADO, AND THE FEDERAL COURT SITTING IN THE CITY AND COUNTY OF DENVER, COLORADO WITH RESPECT TO ANY LEGAL ACTION OR PROCEEDING ARISING WITH RESPECT TO THE LOAN DOCUMENTS AND WAIVES ALL OBJECTIONS WHICH IT MAY HAVE TO SUCH JURISDICTION AND VENUE. NOTHING HEREIN SHALL, HOWEVER, PRECLUDE OR PREVENT LENDER FROM BRINGING ACTIONS AGAINST BORROWER IN ANY OTHER JURISDICTION AS MAY BE NECESSARY TO ENFORCE ANY OF THE LOAN DOCUMENTS.

12.24 Publications. Borrower hereby authorizes Lender and the Authority to use information regarding or relating to the Project to publicize and/or report on their financing activities in any manner of communication or media including, but not limited to, in press releases, websites, social media, flyers, advertisements, community reports, etc. without further authorization or the consent of the Borrower, *provided* that confidential or other proprietary information is not shared. Borrower agrees to obtain prior written approval from Lender and the Authority before using the name or logo of Lender or the Authority in any press release, media events, website, social media or any other public communication.

[SIGNATURE PAGE FOLLOWS]

Each of Borrower and Lender has duly executed this Agreement as of the date first written above.

BORROWER:

REDACTED

By: _______________________________________

Name:

Title:

LENDER:

COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado, solely in its capacity as the Program Administrator for the AFFORDABLE HOUSING FINANCING FUND, managed by the Colorado Office of Economic Development and International Trade, a Colorado state agency

By:___________________________________

_____________________[Name/Title]

Colorado Housing and Finance Authority

EXHIBIT A
TO LOAN AGREEMENT

LEGAL DESCRIPTION

REDACTED

EXHIBIT B
TO LOAN AGREEMENT

PROP 123 LAND BANKING PROGRAM GUIDELINES

[SEE ATTACHED]

EXHIBIT C
TO LOAN AGREEMENT

PROGRAM REPORTING REQUIREMENTS

Quarterly Reports are due the end of the first month after the end of each quarter, with the first report due on or before October 31, 2024.

The quarterly report will include:

1. Project Level Details for each funding award:
    a. Borrower/Recipient Name
    b. The following Property Information, to the extent applicable:
        i. Project Name (At the time of application & upon completion, if changed)
        ii. Project Street Address
        iii. City and county location
        iv. Housing type (homeownership and/or rental)
        v. Unit count and bedroom count for deed-restricted units. Unit count will be used to determine anticipated or actual households served.
        vi. Unit count and bedroom count for market-rate units.
        vii. Proposed units in each AMI Level and average AMI of the project. Land Banking projects - indicate the proposed percentage of mixed-use.
        viii. Mixed-use properties provide a category of non-residential uses.
        ix. Environmental Sustainability Certification
        x. Electrification Level
        xi. Meets the transit-oriented development (TOD) definition. *[Definition to be provided by OEDIT.]*
        xii. Meets the walkable neighborhood definition. *[Definition to be provided by OEDIT.]*

2. Project Funding Details: Statutory priorities satisfied by the project - high density, mixed-income, and/or environmentally sustainable.

Upon recording return to: CHFA Loan No.: REDACTED

Colorado Housing and Finance Authority
1981 Blake Street
Denver, CO 80202
Attention: Gillian Godfrey

AFFORDABLE HOUSING FINANCING FUND

MODIFICATION OF DECLARATION OF RESTRICTIVE COVENANT

THIS MODIFICATION OF DECLARATION OF RESTRICTIVE COVENANT is made and entered into as of _____________, ___ 2024 (this "**Modification**") by and between REDACTED (**"Declarant**"), and COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado, solely in its capacity as the Program Administrator for the AFFORDABLE HOUSING FINANCING FUND, managed by the Colorado Office of Economic Development and International Trade, a Colorado state agency, whose address is 1981 Blake Street, Denver, CO 80202 ("**Lender**").

RECITALS

A. Declarant owns fee simple title to that certain real property located in the City and County of Denver, Colorado, legally described on **Exhibit A** attached hereto and incorporated herein (the "**Property**").

B. Declarant and Lender entered into that certain Declaration of Restrictive Covenants (the "**Declaration**") dated as of August 30, 2024 and recorded on ________________, 2024, at Reception No. ________________ in the official public records of the City and County of Denver, Colorado (the "**Records**").

C. Capitalized terms used herein but not specifically defined herein shall, unless otherwise indicated herein, have the meanings ascribed to such terms in the Declaration.

D. The parties hereto, having recognized an error in the language reflected in the original Declaration, desire to modify the Declaration as set forth herein.

NOW, THEREFORE, in consideration of the mutual undertakings and promises hereinafter set forth, and for other good and valuable consideration, the sufficiency and receipt of which is acknowledged, Declarant and Lender agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein by reference.

2. **Modification of the Declaration**. Paragraph 3 of the Declaration is hereby deleted in its entirety and replaced with the following:

> "3. **Affordability Restrictive Covenant**. Declarant covenants and agrees that (i) all rental units developed on the Property will be restricted to households with annual incomes at or below sixty percent (60%) of AMI, and (ii) all for-sale homes (or for sale units, as applicable) developed on the Property will be restricted to households with annual incomes at or below one hundred percent (100%) of AMI through a ground lease or similar structure as approved by the Lender in its sole discretion (collectively, the "**Affordability Restrictive Covenant**").
>
> The Affordability Restrictive Covenant pursuant to this Paragraph 3 shall commence, as applicable: (i) for rental housing units, upon construction completion of the rental housing units (as evidenced by a certificate of occupancy, whether permanent or temporary) and continue until the date that is forty (40) years after the Project first attains ninety-five (95%) occupancy and/or (ii) for for-sale homes, upon construction completion of the for-sale homes (or for-sale units, as applicable) (as evidenced by a certificate of occupancy, whether permanent or temporary) and shall continue until the date that is forty (40) years after ninety-five (95%) of the for-sale homes (or for-sale units, as applicable) comprising the Project are first sold."

3. **Ratification and Integration**. All terms, conditions and covenants of the Declaration not otherwise modified herein are hereby ratified and confirmed, and this Modification when executed by the parties hereto shall be incorporated in and become a part of the Declaration. This Modification and the Declaration, as modified herein, contain the entire agreement between the parties hereto, and any further modification may be made only by an instrument, signed in writing, by the parties hereto.

4. **Further Assurances**. From time-to-time at a party's request, whether on or after the date hereof, and without further consideration, the parties each agree to execute and deliver such further instruments and take such other actions as said party may reasonably request in order to more effectively amend the Declaration or otherwise carry out the provisions hereof.

5. **Governing Law**. This Modification shall be governed by and construed and enforced in accordance with the laws of the State of Colorado. By executing this Modification, each party consents to the exercise of personal jurisdiction over it by, and venue in, the courts of the state of Colorado, and expressly waives any claims or defenses of lack of jurisdiction and proper venue by such courts. The parties also agree that any legal action in connection with this Modification or the Declaration must be brought and maintained only in the courts located in the City and County of Denver, Colorado. This Modification shall be binding upon and shall inure to the benefit of the parties, and their respective successors and assigns.

6. **Headings**. The headings of this Modification are for convenience of reference only and must not form a part of, or affect the interpretation of, this Modification.

7. **Non-Waiver**. Except as expressly provided herein, the execution of this Modification by Lender does not and will not constitute a waiver of any rights or remedies to which the Lender is entitled pursuant to the Declaration.

8. **Conflict**. To the extent this Modification conflicts with the Declaration, this Modification controls and prevails.

9. **Severability Clause**. In case any provision in this Modification shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

10. **Authorization**. Declarant has duly authorized the taking of all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by this Modification as the case may be. Any person signing this Modification on behalf of a party, has the authority to bind the party for whom he or she is signing.

11. **Counterparts**. This Modification may be signed in counterparts, all of which, when taken together, shall constitute one and the same original.

[SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Modification to be signed by their respective duly authorized representatives, as of the effective date first written above.

DECLARANT:

REDACTED

By: ______________________________
Name:
Title:

STATE OF _______________)
) ss.
COUNTY OF ______________)

The foregoing instrument was acknowledged before me this _____ day of ________________ 2024, by ______________________ as _________________________ of REDACTED

Witness my hand and official seal.

My commission expires: ______________

____

[S E A L] Notary Public

[SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES]

<u>LENDER</u>:

COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado, solely in its capacity as the Program Administrator for the AFFORDABLE HOUSING FINANCING FUND, managed by the Colorado Office of Economic Development and International Trade, a Colorado state agency

By: ______________________________
Name: ____________________________
Title: _____________________________
Colorado Housing and Finance Authority

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of ________ 202__, by ____________________, as ____________________________ of the Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado, program administrator on behalf of the Colorado Office of Economic Development and International Trade, a Colorado state agency, manager of the Affordable Housing Financing Fund.

Witness my hand and official seal.
My commission expires: ______________

[END OF SIGNATURES AND ACKNOWLEDGEMENTS]

EXHIBIT A

LEGAL DESCRIPTION

REDACTED

Trellis Housing Partners

LAND BANKING OPPORTUNITY: THE BLUFFS OF FAIRPLAY

Tanner Crawley, Principal & Founder
May, 2025

Trellis Housing Partners

ABOUT US

Colorado is facing an acute affordable housing crisis.

Trellis Housing Partners leverages innovative models and financing tools to deliver much-needed affordable housing and alleviate housing challenges statewide.

We offer advisory and consulting services to mission-aligned partners including nonprofit and for-profit developers, local housing authorities, community land trusts, and governmental entities.

Innovative / Creative / Collaborative / Precise

Trellis Housing Partners

PROPOSITION 123

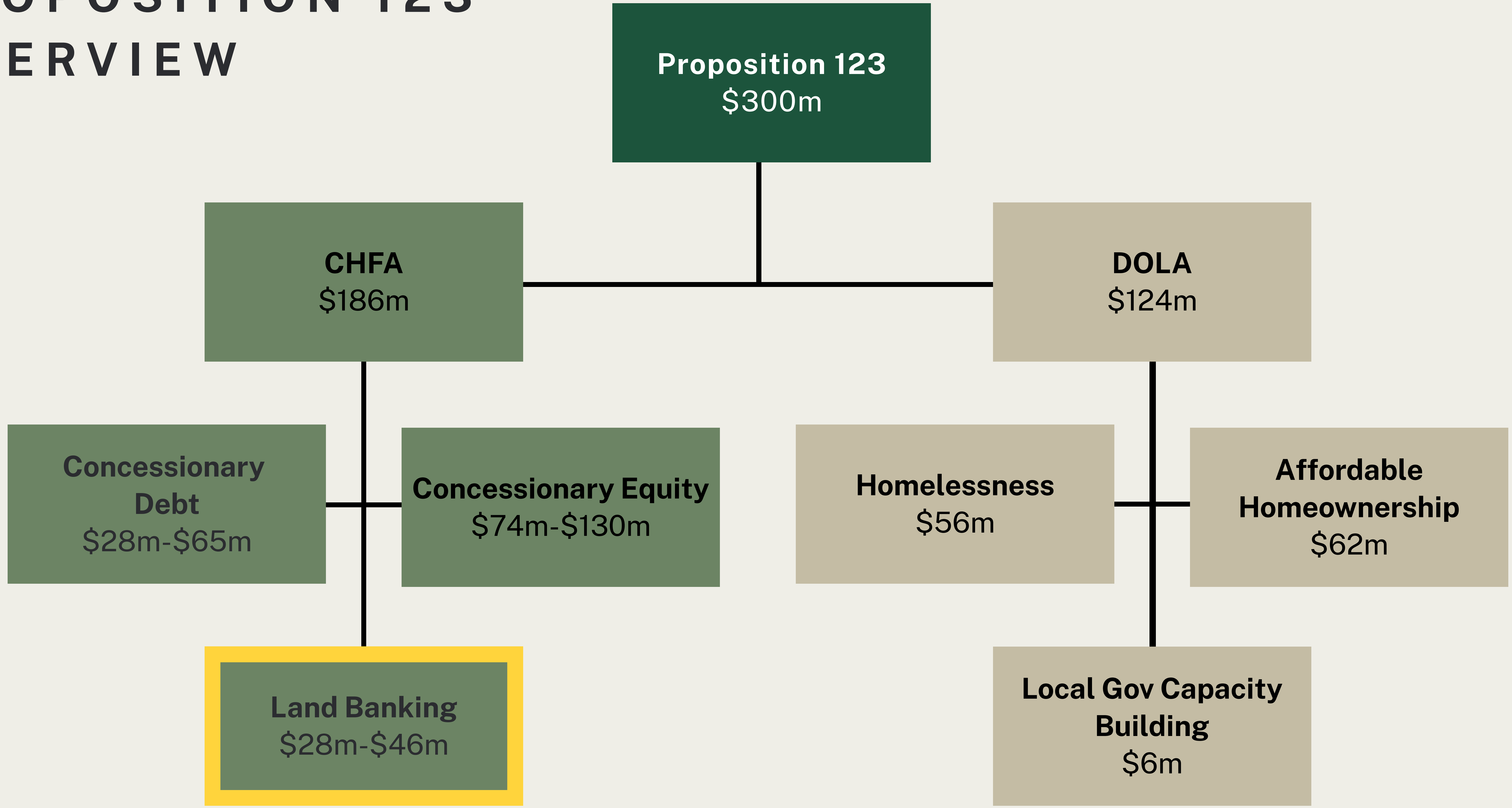
Proposition 123 was passed in November 2022 through a general ballot vote.

It dedicates .1% of state income tax to the State Affordable Housing Fund. This is a >$300m annual funding source for affordable housing.

The program funds projects through a variety of tools, funding homeownership and rental projects at varying income levels.

To be eligible, cities and counties must opt-in and commit to increasing affordable housing supply by 3% per year. Support is widespread with many cities and counties participating.
Fairplay opted-in in 2023 and must create 8 additional units of affordable housing.

PROPOSITION 123 OVERVIEW



PROPOSITION 123 LAND BANKING

Proposition 123's Land Banking program is intended to finance the purchase of land and provide up to ten years to complete predevelopment and financing activities. The program:

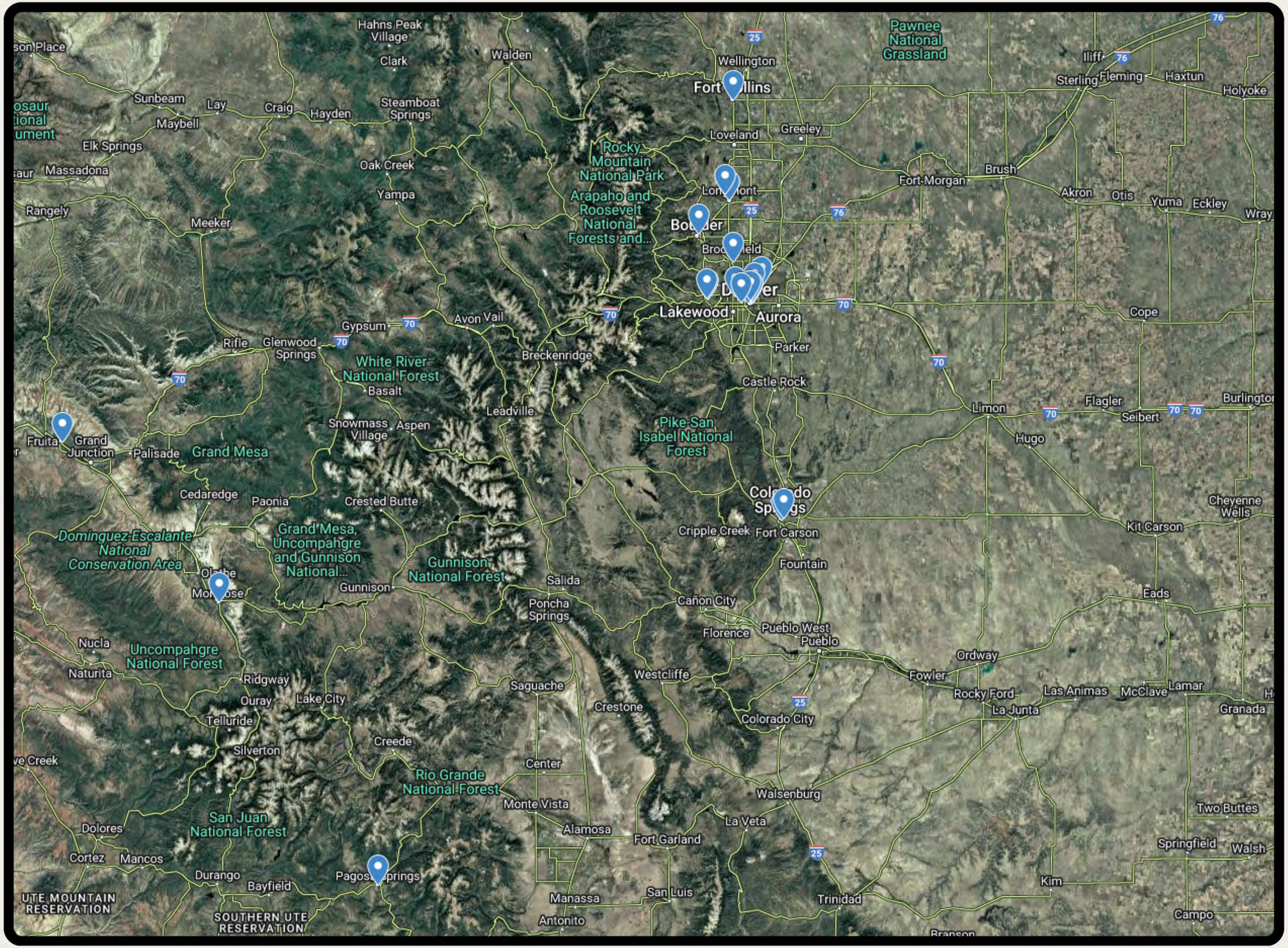
- Provides long-term land financing for affordable housing projects.
  - To apply, an applicant must be a nonprofit or a governmental entity.
- Funds 100% of land costs, up to $5m with a grant (if governmental applicant) or forgivable loan (if nonprofit applicant).
  - If funded as a forgivable loan, interest accrues at 2% per year but is deferred with no current interest payments.
- Two required milestones: 5 years for by-right zoning and 10 years to break ground.
- If structured as a loan, it is forgiven at groundbreaking.
- If the project cannot proceed within the program milestones, the property can be conveyed to another affordable housing entity or housing-related nonprofit in exchange for loan forgiveness.
- **This program was designed to impose very little risk on the borrower.**

Trellis Housing Partners

FUNDING TO DATE

- Round one projects announced Q1 2024, funding a total of $25.34m.
- Round two projects announced in April 2025, funding $48m of projects.
- The Land Banking program is currently anticipated to reopen in July 2025, with a focus on rural and rural resort applications.

Trellis Housing Partners



Fort Collins
Wellington
Loveland
Greeley
Longmont
Boulder
Broomfield
Denver
Lakewood
Aurora
Parker
Castle Rock
Colorado Springs
Fort Carson
Fountain
Pueblo
Pueblo West
Cañon City
Florence
Colorado City
Walsenburg
Trinidad
La Veta
Fort Garland
San Luis
Alamosa
Monte Vista
Center
Manassa
Antonito
Pagosa Springs
Durango
Bayfield
Cortez
Mancos
Dolores
Telluride
Silverton
Ouray
Ridgway
Lake City
Creede
Montrose
Olathe
Gunnison
Crested Butte
Paonia
Cedaredge
Grand Junction
Fruita
Palisade
Grand Mesa
Rifle
Glenwood Springs
Gypsum
Avon
Vail
Breckenridge
Leadville
Aspen
Snowmass Village
Basalt
Salida
Poncha Springs
Saguache
Crestone
Westcliffe
Cripple Creek
Meeker
Rangely
Craig
Hayden
Steamboat Springs
Oak Creek
Yampa
Walden
Maybell
Sunbeam
Elk Springs
Massadona
Lay
Clark
Hahns Peak Village
Rocky Mountain National Park
Arapaho and Roosevelt National Forests and...
White River National Forest
Pike-San Isabel National Forest
Grand Mesa, Uncompahgre and Gunnison National...
Gunnison National Forest
Dominguez-Escalante National Conservation Area
Uncompahgre National Forest
Rio Grande National Forest
San Juan National Forest
Pawnee National Grassland
UTE MOUNTAIN RESERVATION
SOUTHERN UTE RESERVATION
Nucla
Naturita
Sterling
Fleming
Haxtun
Holyoke
Iliff
Brush
Fort Morgan
Akron
Otis
Yuma
Eckley
Wray
Cope
Limon
Flagler
Seibert
Hugo
Burlington
Cheyenne Wells
Kit Carson
Eads
Ordway
Fowler
Rocky Ford
La Junta
Las Animas
McClave
Lamar
Granada
Two Buttes
Springfield
Walsh
Kim
Campo
Branson

THE BLUFFS OF FAIRPLAY: A LAND BANKING OPPORTUNITY

THE PROJECT

- 10.72 acres
- Southwest corner of Highway 285 and CO-9
- 149 proposed units
- Mix of duplex, townhome, and apartment units

AN IDEAL PROJECT FOR LAND BANKING

- **Strong Relative Density and Mixed-Use and Mixed Income Potential**
  - Land Banking awards prioritize strong relative density, which this project provides by including a diversity of housing types including single-family homes, duplexes, townhomes, and apartments. Additionally, the master plan allows the project to utilize different state funding sources to provide housing to a variety of incomes across both rental and homeownership.

- **Designed for Modular Construction**
  - The Proposition 123 Program is prioritizing modular construction projects to support CO's growing modular industry. The current design is for modular construction, which will strengthen the application's competitiveness.

- **Near the Town Center**
  - Prop 123 also prioritizes projects that are near the town center. This project meets the criteria for this priority.

- **Cooperative Ownership**
  - The current ownership understands the process for Proposition 123 funding and will not require any at-risk capital (hard money deposits), or other costs to be borne by the applicant.

- **Experienced Proposition 123 Consultant**
  - Trellis Housing Partners has helped clients receive two separate awards of Land Banking rounds, one in each prior funding round.

THE TOWN OF FAIRPLAY: AN IDEAL APPLICANT

- Local governments are preferred over nonprofit applicants.
- The Town of Fairplay has acute housing affordability and housing stock challenges as demonstrated by Park County's most recent Housing Needs Assessment.
- Rural location is prioritized in the next funding round.

THE PROCESS

LAND BANKING TIMELINE

1 Site Control
June-July

Town of Fairplay enters into a Purchase Option with current ownership

2 Land Banking Application
July

Trellis Housing Partners and Town of Fairplay collaborate on an application for Land Banking Funds

3 Funds Awarded
September

CHFA Announces the recipients of the Land Banking Funds

4 Due Diligence and Underwriting
October

Trellis Housing Partners and the Town of Fairplay complete the program underwriting and due diligence processes

5 Land Closing
November

CHFA funds 100% of the purchase of the land, allowing the Town of Fairplay, or its assignee, to become the owner

A deed restriction mandates the land be developed for affordable housing

6 Development of Affordable Housing
2025-2035

The project completes entitlements, secures neccessary subisdies, and is developed as affordable housing!

METHOD #1: SIMPLE PURCHASE

Step 1: The Town becomes the owner upon closing of the Land Banking loan.

Step 2: The Town issues RFP to identify development partner(s).

Step 3: The Town provides a ground lease or purchase option for the developer once conditions have been met.

Step 4: Developer completes all predevelopment and financing activities.

Step 5: The Town sells land or ground leases land for nominal value over time as development progresses.

This allows the Town to maintain ownership of the land and more development control, however, the liability of the CHFA funding remains on the Town.

METHOD #2: “MIRROR LOAN”

Step 1: The Town receives Land Banking funds from CHFA.

Step 2: The Town and a development partner execute a “mirror loan”, in which the Town passes through the funds on similar terms to the development partner.
-The Developer provides repayment guarantees that match the CHFA requirements.
-The pass-through loan requires the same affordability covenants as the CHFA loan.

Step 3: The developer purchases the parcel.

Step 4: The developer develops affordable housing, and as the “recoverable grant” from CHFA to the Town is forgiven, the Town, in turn, forgives the loan to the developer. The Town may retain some nominal transaction fees.

This avoids the Town taking title to the land and passes off liability for the CHFA funding immediately. We can source a qualified development partner as needed.

Questions?

Tanner@TrellisHousingPartners.com
TrellisHousingPartners.com

Trellis Housing Partners

Steps for Town of Fairplay Land Banking transaction with Mirror Loan Structure:

1. Town of Fairplay and Current Ownership Enter into Purchase and Sale Agreement
   a. Current ownership will draft the purchase and sale agreement
   b. This PSA states all closing costs, application costs, legal costs, and any other costs incurred by the program and land transaction will be paid by the seller.

2. Trellis Housing Partners sources a Development Partner who is interested in developing the parcel through the Land Banking program.

3. Town of Fairplay and Development Partner execute a Letter of Intent outlining the terms and conditions of a "Mirror Loan". This Mirror Loan would pass through all liability of repayment to the Development Partner at similar terms and conditions and include a nominal "Land Banking Fee" for the Town of Fairplay.

4. Trellis Housing Partners, on behalf of the Town and with the Town's approval and consent, prepares an application for Land Banking funds. Current ownership will cover all costs associated with third party reports including appraisal, environmental study, market study, etc.

5. If the Town is awarded Land Banking funds, then Town will assign the Purchase and Sale Agreement to the Development Partner, who will purchase it using funds from the Mirror Loan.

6. Afterwards, Development Partner will provide periodic reports to the Town of Fairplay on development progress.

If the Town is not awarded Land Banking funds they may simply terminate the contract at no cost.

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 11
(Series of 2023)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING THE BLUFFS OF FAIRPLAY PLANNED UNIT DEVELOPMENT OVERLAY ZONE DISTRICT APPLICATION LOCATED AT TOWNSHIP 9 RANGE 77 SOUTH 33, SE4 PART OF SE4 SECTION 33 AND PART OF SW4 SECTION 34 INCLUDING 9-77 (KNOWN AS PARCEL E LARSON MINOR SUBDIVISION)

WHEREAS, the Applicant, FP Land LLC, has applied for approval of new residentially oriented Planned Unit Development Overlay Zone District (hereinafter the "PUD") to be created on 10.72 acres of vacant land currently zoned "Commercial" and located just south of the Fairplay River Park and downtown within the Town of Fairplay; and

WHEREAS, a public hearing on the application was held before the Board of Trustees of the Town of Fairplay on March 6, 2023, preceded by the required public notice of such hearing; and

WHEREAS, at the public hearing the Board of Trustees heard evidence from interested parties and followed the procedures for approval of the PUD as set forth in Sec. 16-9-80 of the Fairplay Municipal Code, as well as relevant goals and policy statements from the Town's Comprehensive Plan which generally support the proposed PUD; and

WHEREAS, at the public hearing the Board of Trustees approved the PUD with conditions, and therefore now wishes to memorialize such approval with conditions pursuant to Sec. 16-9-90, as well as execute a Planned Unit Development Agreement.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY;

Section 1. Planned Unit Development Overlay Zone District Approval. The PUD as depicted in "The Bluffs of Fairplay Planned Unit Development Concept Plan Submittal 4" (the "Plan") and reviewed in conjunction with accompanying reports, plans, and supporting evidence (hereinafter the "Application") is hereby approved with the following conditions:

1. The Applicant shall provide the following as part of any final plan and Development Agreement submission to the Town:

   a. A final, detailed Landscape Plan in conformance with Sec. 16-11-10 – Applicability; Sec. 16-11-20 – Landscape Design; Sec. 16-11-40 – State

Highway 285 Corridor Landscaping Standards; Sec. 16-11-60 – Parking Lot Landscaping Standards; Sec. 16-11-70 – Storm Drainage Facilities; ec. 16-11-80 – Fences, Walls and Screening Devices; Sec. 16-11-90 – Submittal Standards for Landscape Plans; Sec. 16-11-100 – Prohibited Plan Materials List; and Sec. 16-11-110 – Recommended Plant Materials List.

b. All final civil engineering plans, completed to a one hundred (100) percent construction level design, including all grading drainage, and stormwater management details; infrastructure and utility details; construction management and erosion control details; and revegetation details for all on- and off-site improvements.

c. A final phasing plan in coordination with all final civil engineering, landscaping, and public improvements plan details that is accompanied by and a final, detailed Engineer's Estimate of Probable Costs. The Phasing Plan and EEOPC shall be accompanied by proposed form of financial guarantee/securitization acceptable to the Town of Fairplay.

2. The Applicant shall address referral comments provided by the Colorado Department of Transportation (CDOT), dated October 30, 2022, including the provision of a valid CDOT access permit, as well as detailed, final design drawings completed to a one hundred (100) percent construction level design for all offsite improvements deemed necessary by CDOT within the U.S. Highway 285 corridor prior to or concurrent with any final plan and/or development agreement submission to the Town.

3. The Applicant shall address referral comments provided by the Northwest Fire Protection District, dated July 20, 2022, prior to or concurrent with any final plan and/or development agreement submission to the Town.

4. The Applicant shall provide information to the Town confirming Park County requirements, if any, for any off-site improvements (on Platte Drive) necessary to serve the PUD and/or to mitigate any identified impacts on Park County infrastructure or services prior to or concurrent with the submittal of any final engineering documents, associated cost estimates, and development agreements.

5. The Applicant shall review and address all applicable requirements and specifications by Xcel Energy to ensure compliance on all civil engineering plans for The Bluffs of Fairplay prior to any final plan/development agreement submission.

6. The Applicant shall provide more fully developed architectural and site related design standards as part of any final plan/development agreement review to ensure

that the specific character intents of the Commercial and Residential-Commercial Multi-Use FLUM designation are met.

7. The Applicant shall work with Town staff to ensure that all proposed signs for the PUD – including those for future commercial buildings/uses facing US Highway 285 – comply with the requirements of the UDC prior to final approval of the PUD plan and prior to any sign permit applications are accepted by the Town as part of any and all final plan documents reviewed with any development agreement.

Section 2. Planned Unit Development Details. Pursuant to Sec. 16-9-90 of the Fairplay Municipal Code and The Bluffs of Fairplay Planned Unit Development Concept Plan Submittal 4 the following disclosures are included.

1. The density allocated to the property by type and number of units;

Unit Type	Number of Structures	Number of Units
Single Family	11	11
Duplex (Two-Family)	24	48
Fourplex (Townhome)	7	28
Apartments	2	60
Managers Quarters	1	2
Total	24	149

2. Approved uses on each development parcel or use areas within the PUD site;

Use Area	Approved Uses
Residential	• Single Family Dwelling Units • Duplex Dwelling Units • Multi-family Dwelling Units: o Four-plex Dwelling Units o Apartment Dwelling Units o Property Manager Quarters • Open Space Uses • Parking and Circulation Uses
Commercial	• Up to a maximum of 89,000 sq. ft. of commercial uses pursuant to those uses

	permitted by right or by special use review within the Commercial Zone District in accordance with Sec. 16-5-30 – Table of Uses, of the Town of Fairplay Unified Development Code • Parking • Open Space and stormwater
Light Industrial	• Personal storage by residents of The Bluffs Planned Unit Development
Common Area	• Common area • Usable and passive open space • Pedestrian circulation • Stormwater facilities • Vehicular circulation • Parking

3. Approved densities in total numbers of units for each development parcel identified;
   a. Residential = 149 Dwelling Units
   b. Commercial = Up to 89,000 square feet (3:1 FAR x .68 acres)

4. Approved density transfers from one (1) parcel to another, if any;
   a. Not applicable.

5. The phasing and general timetable of development that shall ensure the logical and efficient provision of municipal services;

Phase	Timeline	Proposed Improvements
Phase I	Spring 2023- Spring 2024	Infrastructure: Roads, intersections, utilities, grading, drainage, and stormwater facilities. Structures: • Clubhouse • 32 Storage Units • 3 Single-Family Dwelling Units • 36 Townhome Dwelling Units • 30 Apartment Dwelling Units • Commercial Pad Site

Phase II	Spring 2024-Spring 2025	Structures: • 8 Single-Family Dwelling Units • 42 Townhome Dwelling Units • 30 Apartment Dwelling Units

6. Specific conditions applied to the development of any parcels that, by their nature, are subject to special development constraints;
    a. Not Applicable.

7. Variations in any dimensional limitations expressed as either an allowable maximum or specific maximum; and
    a. Not Applicable.

8. Such facts and information illustrating compliance of the PUD with the applicable site plan review criteria set forth in Sec. 16-9-100 of this Article;
    a. The PUD has an appropriate relationship with the surrounding area, with adverse effects on surrounding area being minimized:
        i. The proposed PUD includes a layout that responds to and respects the surrounding areas. Specifically, the design includes appropriate setbacks on all sides, along with landscaping, trail connections, and open spaces that should provide adequate buffering. Commercial or more intense uses are proposed in close proximity to U.S. Highway 285 and neighboring uses of a similar nature, while residential uses are concentrated north of Platte Drive and next to existing town-owned open lands.
    b. The PUD provides an adequate internal street circulation system designed for the type of traffic generated, safety, separation from living areas, convenience and access. Private internal streets are proposed that provide adequate access for police, fire and emergency protection; streets are named in a logical fashion to avoid confusion; and provisions for using and maintaining the streets are imposed upon the private users and approved by the Board of Trustees:
        i. The PUD provides adequate internal street circulation system in accordance with the Town's street design manual and requirements. Circulation includes adequate access for emergency and service vehicles, with turning radii considered as well as access to structures.
    c. The PUD provides parking areas adequate in terms of location, area, circulation, safety, convenience, separation and screening:
        i. Parking ratios have been detailed for each use and unit type contemplated within the PUD; those ratios meet or exceed the

minimum requirements of the Town of Fairplay Unified Development Code.

d. The PUD provides common open space adequate in terms of location, area and type of space, and the uses permitted in the PUD. The PUD does strive for optimum preservation of the natural features of the terrain:
   i. The PUD Plan provides 37% total, usable open space whereas the Town requires a minimum of 30%. Within the 37% open space or common areas surrounding residential development, there are numerous public improvements inclusive oftrails, parks, and formal yard areas surrounding proposed rental housing units..

e. The PUD provides for variety in housing types and densities, other facilities and common open space:
   i. The PUD is planned and designed specifically to provide a variety of housing types, densities and, complimentary facilities and amenities such as individual storage units, management office with fitness facilities, and open spaces for use of residents of the PUD.

f. The PUD provides adequate privacy between dwelling units:
   i. The layout, scale, and spacing between and around residential structures is adequate and generally reflects typical setbacks required within the Commercial Zone District.

g. The PUD provides pedestrian ways adequate in terms of safety, separation, convenience, access to points of destination, and attractiveness:
   i. The PUD is designed to provide adequate, safe, convenient internal pedestrian ways between parking areas and buildings, as well as between common areas and buildings.

Section 3. **Site Specific Development Plan.** "The Bluffs of Fairplay Planned Unit Development Concept Plan Submittal 4" by Archer Architects (dated December 2022, and attached hereto under Exhibit 'A'); The Bluffs of Fairplay Conceptual Site Plan by Archer Architects (dated December 15, 2022, and attached hereto under Exhibit 'B'); and "The Bluffs at Fairplay – PUD" civil engineering drawings by Asher Architects (dated December 15, 2022, and attached hereto under Exhibit 'C'), together with application forms and associated reports submitted and reviewed in support of the Application shall constitute The Bluffs of Fairplay PUD site specific development plan.

Section 4. **Effective Date.** This Resolution shall become effective upon adoption.

RESOLVED, APPROVED AND ADOPTED this 20th day of March, 2023.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

FAIRPLAY TOWN SEAL COLORADO

ATTEST:

Janell Sciacca, Town Clerk

The Bluffs of Fairplay Planned Unit Development

Concept Plan Submittal 4
December 2022

RESOLUTION 11, SERIES OF 2023
"EXHIBIT A"

PROJECT INTRODUCTION

FP Land, LLC (Owner) is a Colorado based company with a focus on residential and commercial land development with operations in the Summit and Park County area. Steve Crozier is the Managing Partner for FP Land, LLC, and has over 30 years of experience in most facets of real estate development. Most recently, he founded the Berkshire-Hathaway Real Estate office in Summit County. He and his wife now reside in Fairplay. Steve's partners in FP Land LLC also have extensive backgrounds in real estate and are highly regarded within the industry.

Steve and his partners are passionate in their desire to provide affordable housing options for both fellow residents and to attract additional residents to assist the understaffed workforce demand that currently exists within Park County. The proposed Planned Unit Development (PUD) project will provide long-term rental housing and speculative commercial space for the growing demand in the region.

PROJECT TEAM

Owner
FP Land, LLC
1056 Katy Lane
Longmont, CO 80504
Contact: Steve Crozier
PH: 970-974-6454
Email: scrozier1@gmail.com

Architect / Applicant
Asher Architects
512 5th Street
Berthoud, CO 80513
Contact: David Stranathan, AIA, NCARB
License #: 405237
PH: 970-532-9970
Email: sam@asherarch.com , david@asherarch.com
Website: www.asherarch.com

Engineers
Asher Architects
512 5th Street
Berthoud, CO 80513
Contact: TJ Heupel, PE
License #: 58284
PH: 970-330-0380
Email: tj@asherarch.com
Website: www.asherarch.com

Surveyor
PLS Corporation
1205 Des Moines Avenue
Loveland, Colorado 80537
Contact: Bryan Short
License No. 11944
PH: 970-669-2100
Email: bshort@plscorporation.com

PROJECT OVERVIEW AND LOCATION

PROJECT OVERVIEW

The Bluffs of Fairplay PUD is a single family and multi-family residential and commercial mixed-use development planned for a 10.72-acre, commercial zoned property on the southern bank of the Middle Fork of the South Platte River, just southwest of the intersection of Colorado State Highway 285 and Highway 9. FP Land LLC plans to develop and operate a user-friendly rental community where residents are excited to live and have easy access to beautiful open green spaces, trails connecting to the existing businesses and public amenities in Fairplay, and all the outdoor activities that make the Colorado Rockies famous. The PUD will provide an alternative housing option not currently found in and around Fairplay, and shovel-ready commercial properties fronting onto Highway 285.

GENERAL LOCATION AND DESCRIPTION

The subject property is located less than ½ mile southeast of Downtown Fairplay, west of Highway 285, and south of the Middle Fork of the South Platte River. Fairplay River Park sits to the west, and Platte Drive is to the south. Directly south of the property is the Fairplay Commercial Condominiums and some commercial development within the Spruce Hill Filing 1 development. In general, the current land use to the south of Platte Drive and west of the subject property is single-family residential with some commercial along the highway.

Approximately ½ mile south of Platte Drive is the Mountain View Waste Systems Fairplay Transfer Station and a North-West Fire Protection District Fire Station. To the east of Highway 285 is commercial development along the highway frontage, and east of those lots is a mobile home park and large gravel quarry. The Fairplay River Park is currently a natural open space park extending approximately 0.25 miles west of the site, north of Platte Drive, to the Fairplay Beach, a public recreational area on the river. At the beach there is a trail network, accessible from Beach Road via a pedestrian bridge, connecting to Front Street and Main Street in Downtown Fairplay, but the trail network does not extend east through the park. The subject property sits in a developing area of Fairplay with access to existing utility infrastructure adequate to support future growth.

VICINITY MAP

SITE LOCATION

Address TBD
Fairplay, CO 80440
Park County, Colorado

N

LAND USE SUMMARY

TAX DESCRIPTION:	T09 R77 S33 SE4 PART OF SE4 SECT 33 AND PART OF SW4 SECT 34 IN 9-77 AS DESC IN PLAT R684096 KNOWN AS PARCEL E LARSON MINOR SUBDIVISION
PARCEL NUMBER:	318
LOT SIZE:	10.72 ACRES
ZONING:	COMMERCIAL (C)

PROPOSED MASTER PLAN

NOT TO SCALE
SEE MASTER PLAN PDF ATTACHED WITH THIS SUBMITTAL

PROPOSED PUD DEVELOPMENT

The Bluffs of Fairplay is envisioned as an affordable long-term mixed residential rental community with commercial space for potential ancillary businesses. The location is very attractive for people moving to the area due to the proximity to Downtown Fairplay, Fairplay River Park, and the Fairplay Beach. The development will remain under single ownership and a full-time professional management company will be contracted to operate the development and maintain the grounds. The ownership intends to integrate **The Bluffs with Fairplay River Park and Fairplay Beach by connecting the** internal sidewalks to a trail leading through the park and down to the beach. As a part of the PUD development, they will provide the trail along with a **pavilion, dog park, and public restrooms attached to The Bluffs Clubhouse. As a first-class community The Bluffs of Fairplay offers high quality, maintenance free living for residents to enjoy all that Fairplay has to offer.**

A major subdivision will combine the two existing parcels into one buildable lot. The lot encompasses the 10-acre residential portion of the PUD, and 0.72-acre commercial pads at the southeast corner of the property. Easements will also be dedicated for the needed potable water and sanitary sewer system extensions, stormwater drainage infrastructure, and emergency access. Along the southern property line is an existing 60' and 80' Utility and Access Easement that will be utilized to construct an access road along the south side of the proposed development.

LAND USE MAP

LEGEND	TOTAL AREA	MAX. LOT COVERAGE	DENSITY
Single Family	0.63 acres	11,000 s.f.	17.5 dwelling units/acre
Multi-family: Duplex	1.65 acres	43,200 s.f.	29.1 dwelling units/acre
Multi-family: 4-plex	1.28 acres	33,600 s.f.	21.8 dwelling units/acre
Multi-family: Apartments	1.45 acres	36,000 s.f. + 2,400 s.f. leasing office	43.8 dwelling units/acre
Light Industrial	0.27 acres	10,600 s.f.	0.25:1 FAR
Commercial	0.68 acres	-	3:1 FAR
Open Space	4.05 acres	-	-
	Total	= 136,800 s.f.	

PROPOSED USES

Uses proposed within this PUD plan are as follows:

- SF zoning for the single family residential homes .

- MF zoning for the townhomes and multifamily residential including duplex structures along with apartment buildings. One duplex is proposed to also serve as the leasing center for the complex.

- C zoning for the commercial pad sites to be developed for retail uses dependent on demand in the future.

- LI zoning for the light industrial for a single story structure to provide small rentable storage units.

LAND USE TABLES

PROPOSED USES

The residential development will include single family homes, duplexes, townhouses, and apartments, with a common park located in the center, a clubhouse with attached management office and public restroom for Fairplay River Park, and rentable storage units for Bluffs residents to the east of the office. On-site parking is provided per Town of Fairplay Unified Development Code (UDC) Article X, section 16-10-20, meeting the dimensional requirements per UDC section 16-10-140 and International Fire Code (IFC) Appendix D requirements. Parking stalls will be oriented perpendicular to the 26-foot-wide drive lanes and located as close as practical to the intended units. As the final site design is completed, the parking will be arranged based on the final building locations, bedroom count in each unit, and intended circulation patterns. The parking lot and drive lane layout and drainage design will include areas for snowplows to pile snow in the winter without blocking internal circulation.

OPEN SPACE

30% required
140,176 sf required = 3.21 acres

180,668.5 sf total grass/open area provided within property, of which:
- 120,000 sf true commons space
- 16,051 sf common yard space (within "lots")
- 4,125 sf single family fenced private space (not counted towards open space)

176,543.5 sf of open space provided within property = 4.05 acres = 37%

Open space provided within Town of Fairplay property:
- 20,715.3 sf of trails = 0.47 acres
- 11,000 sf dog park, pavilion and public restrooms = 0.25 acres
Total = 0.72 acres

The Bluffs of Fairplay PUD consists of single-family lots, multi-family lots, light industrial lots for resident's storage, and commercial lots. The following table is a summary of the proposed land uses within the PUD:

PROPOSED LAND USE					
Land use type	Single Family Res.	Multi-family Res.	Commercial	Light Industrial	Open Space
Total land area	0.63 acres	4.38 acres	0.68 acres	0.27 acres	4.05 acres
Number of units	11 dwl. units	138 dwl. units	-	32 units	-
Average lot density/FAR	17.5 units/ac	31.5 units/ac	3:1 FAR	0.25:1 FAR	-
Gross density	14.1 units/ac	14.1 units/ac	-	-	-
Min. land area	2,500 sf	3,000 sf	30,000 sf	11,825 sf	-
Max. land area	2,500 sf	30,000 sf	30,000 sf	11,825 sf	-
Building height	30'	35'	30'	20'	-
Max. lot coverage	40%	60%	80%	80%	-
Front setback	15'	15'	25'	15'	-
Rear setback	10'	10'	10'	10'	-
Side setback	5'	10'	10'	10'	-

LAND USE DESCRIPTION

SINGLE FAMILY RESIDENTIAL

11 units
2,500 s.f. of land to be provided per single family dwelling unit.

27,500 sf total	= 0.63 acres
DENSITY	= 17.5 dwelling units/acre
Minimum Lot Width	= 25'
Maximum Lot Coverage	= 40% = 1,000 s.f. per unit = 11,000 s.f. total
Minimum Lot Coverage	= 450 s.f.

This rental community has been designed as if it were an owned community. Each single family dwelling unit has been provided with at least 1,500 s.f. of open yard space immediately adjacent to the home. The majority of the yard around single family homes is to remain open without fences. Renters will be allowed to provide a maximum of 375 s.f. of fenced backyard area for children or pets if they choose. Fence types and maintenance details are discussed within the PUD documents. The intent of this PUD is for single family homes to share open space with the community. Rear setbacks are adequately provided for based on the rear setback. Theoretical side setbacks are provided by ensuring at least 10' between single family homes. Theoretical front setbacks are provided from the sidewalk or curb to ensure adequate front yards.

MULTI-FAMILY RESIDENTIAL

Duplex structure:

24 structures = 48 units total
3,000 s.f. of land provided per duplex structure
72,000 sf total = 1.65 acres
DENSITY = 29.1 dwelling units/acre

Minimum Lot Width	= 30'
Maximum Lot Coverage	= 60% = 1,800 s.f. = 43,200 s.f.
Minimum Lot Coverage	= 450 s.f.

The duplex structure is designed with (2) 2 bedroom units. Rear setbacks are provided based on the property lines and theoretical front setbacks are provided to the sidewalk or curb. Side setbacks are provided by maintaining adequate distance between structures.

4-plex structure:

7 structures = 28 units
8,000 s.f. of land provided per 4-plex structure
56,000 sf total = 1.28 acres
DENSITY = 21.8 dwelling units/acre

Minimum Lot Width	= 30'
Maximum Lot Coverage	= 60% = 3,180 s.f. = 33,600 s.f.
Minimum Lot Coverage	= 450 s.f.

4-plex structures are designed with (2) 2 bedroom units and (2) 3 bedroom units. Rear setbacks are provided based on the property lines and theoretical front setbacks are provided to the sidewalk or curb. Side setbacks are provided by maintaining adequate distance between structures.

30 unit apartment structure:

2 structures = 60 units
30,000 s.f. Provided per apartment structure
60,000 sf total = 1.37 acres
DENSITY = 43.8 dwelling units/acre

Minimum Lot Width	= 30'
Maximum Lot Coverage	= 60% = 18,000 s.f. = 36,000 s.f.
Minimum Lot Coverage	= 450 s.f.

Apartment structures are designed with (15) 1 bedroom units and (15) 2 bedroom units. Setbacks are provided based on theoretical property lines or actual property lines in compliance with Table 16-5-40 within the UDC.

On-site management office:

1 structure with 2 dwelling units and one office space
3,000 s.f. Required
3,826 sf provided = 0.08 acres

Minimum Lot Width	= 50'
Maximum Lot Coverage	= 80% = 2,400 s.f.
Minimum Lot Coverage	= N/A

The leasing office is designed as a duplex dwelling unit with the ability to provide an office space for lease signing and an on site manager. Each side of the duplex provides a 2 bedroom unit. Rear setbacks are provided based on the property lines and theoretical front setbacks are provided to the sidewalk or curb. Side setbacks are provided by maintaining adequate distance between structures.

Total Multi-family area = 4.38 acres
Total Units = 138
Average Density = 31.5 dwelling units/acre

COMMERCIAL

30,000 sf total = 0.68 acres
3:1 FAR

All structure setbacks, parking, and details for the commercial pad units are to be determined in the future during Site Development Plan review.

LIGHT INDUSTRIAL - STORAGE

32 storage units = 2,250 sf
11,825 sf lot area = 0.27 acres
0.25:1 FAR

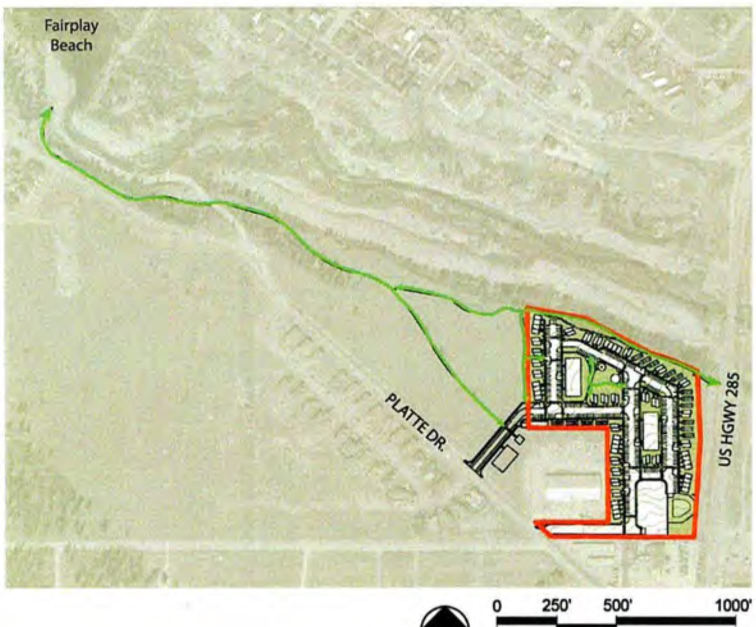
Minimum Lot Size	= 6,000
Minimum Lot Width	= 50'
Maximum Lot Coverage	= 80% = 10,600 s.f.
Minimum Lot Coverage	= N/A

Storage units are intended to only be utilized by residents of the Bluffs. Parking is available near the storage unit doors and items are to be carried to the unit doors. All storage units are small from 25 to 50 s.f. Units will have roll up doors. No large items are anticipated to be stored.

OPEN SPACE, TRAILS & AMENITIES

LEGEND

- Proposed trail
- Open Space



UTILITY PLAN

LEGEND

EXISTING	PHASE 1
Water line	Proposed water line
Sanitary sewer line	Proposed sanitary sewer line

* Utilities for the commercial pads will be designed and developed at a later time.

EXISTING UTILITIES

The Town of Fairplay has sanitary sewer collection and potable water distribution mains in Platte Drive, and a 60' wide easement on the southern boundary of the subject property. Per discussions with the Town of Fairplay Public Works Department, the existing utility infrastructure in the area and wastewater treatment plant has adequate capacity to supply the proposed development. Based on flow measurements collected by Public Works, the existing water system in Platte Drive has a typical system pressure of 130-150 psi within the 8" to 10" diameter mains. The existing 8" diameter sanitary sewer collection mains on the southern edge of the property flow east to a pump station on the east side of the Fairplay River Business Park development. From there flows are pumped across the river into the 10" trunk line feeding directly into the wastewater treatment plant.

PROPOSED UTILITIES

To serve the development, 8-inch potable water and sanitary sewer mains will be extended into the subject property, under the proposed internal roads, from the existing mains along the southern property line and in Platte Drive. The potable water distribution will be constructed to create a hydraulic loop from a point under the proposed eastern site access road, north through the property, and connecting back into the existing 10" distribution main at the intersection of Platte Drive and Stone Creek Drive. The proposed hydraulic loop on-site will provide a level of service resiliency in the event a pipe breaks or there is a scheduled maintenance shut down and reduces the overall impact of the additional demand and pipe length to average system pressures within the existing network. Gate valves will be placed so that each side of the loop and interior branches can be isolated without a total loss of service to the overall development. Fire hydrants will be distributed throughout the development so that no residential building is further than 200 feet, or commercial building 150 feet away from a hydrant per Town of Fairplay Public Works Manual (PWM), published 2022, § 3, part 3.01. Achieving the minimum fire flow for building fire services of 1,000-1,500 gpm per IFC Tables B105.1(1) & 105.1(2), and 1,750 gpm for a fire hydrant per IFC Table C102.1, or close to, is possible with a hydraulic loop given the higher than typical system pressures, <100 psi, in this area of Fairplay.

The sanitary sewer collection system extension will parallel the proposed water lines to the north and west sides of Lot 1 with one connection to the existing 8" collection main near the middle of the southern property line. The PUD development can be served with 8" pipes set at the minimum slope of 0.40% per Fairplay Sanitation District Design Criteria, Technical Specifications and Construction Details (FSDDC), adopted September 21, 2015, § 3.0, Table 2, based on the sanitary sewer demands calculated using Table 1 residential design flow values as presented below.

RESIDENTIAL SEWER DESIGN DEMAND

- Residential Demand = 100 gallons per capita day (gpcd), § 3.2-Table 1
- Occupancy per Dwelling Unit = 3 persons, § 3.2-Table 1
- Total Residential Dwelling Units = 149 d.u. (single-family+multi-family)
- Total Residential Population (P) = 447 persons
- Peaking Factor (pF) = 1.56, § 3.2(B.1)
- Average Daily Demand = 44,700 gpd
- Total System Length = 2,120 lf, (2,014 lf of 8" pipe + (9) 5' Manholes)
- Infiltration/Inflow = 320 gpd, § 3.3(C)
- Minimum Slope (S_o) = 0.40%, § 3.5-Table 2
- Max d/D = 0.50, § 3.4(B)
- Allowable Capacity of 8" PVC Pipe = 170 gpm (pipe material & age dependent)
- Average Base Flow = 31.3 gallons per minute (gpm); d/D = 0.20
- Average Velocity = 1.36 ft/s
- Est. Peak Flow = 48.8 gpm; d/D = 0.26
- Peak Velocity = 1.55 ft/s

The existing sewer main line slope was located with surveyed measurements and the 8-inch main being connected to for this development has a downstream slope of 0.68% before the main increases in size to a 10-inch pipe with a slope of 0.44% approximately 25 feet downstream of the connection. The invert depth of the main at the selected connection point is approximately 10 feet.

Demands for commercial development are based on Equivalent Residential Units (EQR) calculated using a floor plan for each specific commercial building, reference FSDDC Appendix A, Policy C. With the wide ranges of potential demand from the variety of possible commercial users it would be difficult to estimate commercial demands at this point in the PUD, however based on the analysis using FSDDC criteria there is adequate capacity in the collection main for both residential and commercial uses. Also, the area served by the collection main is not highly developed and, per the comprehensive plan, will likely develop as low density residential upstream of the subject property leaving capacity in the pipe for more dense development in the downstream portion of the sewer basin.

STORMWATER

LEGEND

- Snow storage locations
- Detention pond location
- Stormwater flow

STORMWATER NARRATIVE

SITE DRAINAGE

Stormwater detention will be incorporated with the open space landscaped area at the southeast corner of the property. The natural topography will be utilized to ensure storm runoff is efficiently routed away from the proposed structures, off sidewalks, parking stalls and into the internal drive lanes where it will be routed into the detention pond via the network of curb & gutter, valley pans, and cross pans. To prevent causing surface erosion of the southern riverbank, no runoff will be directed to the north side of Lot 1, and the site grading design will direct landscape irrigation water south in this area. Pedestrian routes, including the open space trail, will comply with the American with Disabilities Act (ADA), published September 15, 2010, Chapter 4 – Accessible Routes standards which set the maximum permissible cross slope (2%) and running slope (5%) for sidewalks, standard ramp slopes and dimensions, and per Chapter 2 a maximum slope in any direction for ADA parking area (2%). The sidewalks and pavement will all drain away from the proposed structures into valley pans and gutters along the backside of the parking stalls with a goal of maintaining a 2% minimum and 5% maximum slope throughout to reduce possible ice build-up during winter months and extend the life of the sidewalks and pavement as much as possible without becoming too steep.

The planned detention pond is sized to mitigate development generated stormwater runoff exceeding the historic 10-year and 100-year calculated site runoff events using the Rational Method per PWM, § 2.03. A preliminary detention pond size was calculated using Intensity- Duration-Frequency data from the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 online National Weather Service Hydrometeorological Design Studies Center and using an overall site Imperviousness (I) of 61 percent calculated from the preliminary site plan using values from the Mile High Flood District provided Urban Storm Drainage Criteria Manual Volume I, Chapter 6, Table 6.3. A total storage volume of 40,240 ft^3 (0.924 acre-ft) is provided for in the development plans. To preserve the historic drainage pattern, the discharge point for site stormwater drainage will be the west roadside ditch along Highway 285.

SURVEYING AND DRAINAGE INFORMATION

A topographic and boundary survey of the subject property was performed by PLS Land Surveying. The property is currently made up of two separate parcels that will be combined into one large property. The data collected shows that the property has a relatively uniform slope from the west-southwest to the east at a typical slope of 1-5%. There are no major topographical obstacle or drainage infrastructure on the property impacting development. Per the USDA WebSoils Survey, downloaded April 13, 2022, the soils found on the subject property is Hodden Sandy Loam which has no limitations for development, but is very gravelly and can be difficult to excavate in.

The property is currently vacant with native grass and brush vegetation cover most of the area with a few evergreen trees towards the northern half. Beyond the northern property line is the southern bank of the Middle Fork of the South Platte River which is covered with a mix of evergreen and deciduous trees. The riverbank and eastern property embankment along Highway 285 are too steep to support vegetative cover, other than trees and bushes, and are mainly bare earth.

The subject property is in Flood Zone X, area of minimal risk, per FEMA Firm Map Panels 08093C485C and 08093C505C, effective 12/18/2009. Per the maps published, the river channel is large enough to convey up the 500-year flood flows.

PHASING PLAN

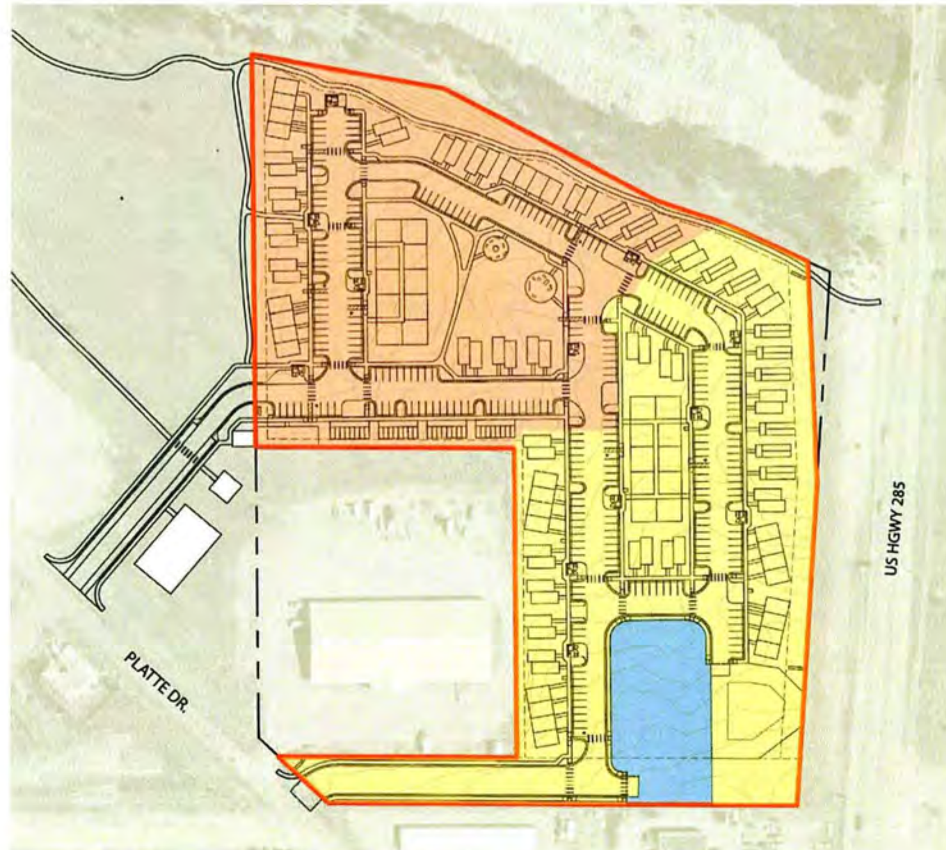
LEGEND

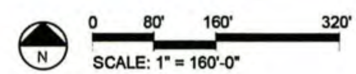
- Phase 1
- Phase 2
- Commercial Phase

PROJECT PHASING

The development of the lot will happen in two phases. Phase I will include constructing all the necessary roads, intersections with Platte Drive, utilities, and overall grading & drainage improvements for the whole development along with constructing the clubhouse, (32) thirty-two resident storage units, (3) three single-family units, (36) thirty-six townhomes and (30) thirty apartment units in the northwest portion of the property. Phase II will finish the residential development with another (8) eight single-family units, (42) forty-two townhomes and (30) thirty apartment units. The commercial lots will be available for development after the necessary infrastructure is constructed during Phase I. Site specific plans for commercial development will be submitted once a user is determined. A preliminary development schedule is provided below:

PRELIMINARY RESIDENTIAL PHASING SCHEDULE			
Phase	Timeline	Land Use	
		Single Family	Multi-family
Phase I	Spring '23 – Spring '24	3 dwl. units	66 dwl. units
Phase II	Spring '24 – Spring '25	8 dwl. units	72 dwl. units
	Total dwelling units	11 dwl. units	138 dwl. units





ROADWAYS AND CIRCULATION

EXISTING ROADWAY CONDITIONS

On the south side of the river, Platte Drive is the only collector roadway serving the properties west of Highway 285. Platte Drive connects to Highway 285 within 1,000 ft of the south property line, and to Highway 9 approximately 3 miles north of Highway 285. Platte Drive is an old two-lane collector county road. Portions of the Platte Drive west of Highway 285 are within the current Fairplay municipal boundary and maintenance coverage, and some of the road is still in unincorporated area under Park County maintenance coverage. There is a mix of paved and gravel accesses on Platte drive due to the variations in jurisdiction and development code over the last +40 years that the surrounding area has developed. The intersection of Platte Drive and Highway 285 is currently controlled with two-way stop signs, and Highway 285 is a two-lane highway with a center turn lane. CDOT has provided plans for improving Highway 285 through Fairplay that include improving the Platte Drive intersection to include turning lanes and signalized controls. There is ROW for a frontage road on the west side of the highway that extends north and south of Platte Drive a short distance before dead ending in the parking lots of the existing business. The northern stretch of the frontage road is a gravel road that ends at the southern line of the subject property.

PROPOSED IMPROVEMENTS

Access roads to the subject property will be constructed to connect to Platte Drive in two locations. The first road will be built between the existing western frontage road along Highway 285 and Platte Drive at the intersection with Thompson Park Road, and the second access road will be built between the southwest corner of the proposed Lot 1 and Platte Drive at the intersection of Stone Creek Drive. This configuration will provide the development with two separate access locations, as required by the IFC, and both proposed access locations will line up with the opposing roads to avoid creating conflicting traffic patterns making the safest possible intersections with Platte Drive to serve the properties north of the road. Existing accesses to the adjacent commercial property and the parking lot for the park can also be relocated to the proposed roads to further improve traffic flow on Platte Drive. An easement will be requested from the Town of Fairplay for the proposed access road connection between the southwest corner of the proposed Lot 1 and Platte Drive at the intersection with Stone Creek Drive. Trails and sidewalks will be constructed on-site and connecting to the existing sidewalk network at Fairplay Beach. This will allow residents to easily access the businesses located on Front Street by foot or bike.

Note: During the land acquisition, FP Land LLC worked with the prior owner and agreed to allow a small portion of the State Hwy 285 frontage to be deeded to CDOT to assist with the pending highway expansion. In addition, FP Land LLC has received bids from three (3) traffic engineers to perform a Traffic Impact Study (TIS). FP Land is proceeding with one of these engineers who is now engaged in conversation with CDOT to begin the process of a TIS.

PARKING CALCULATIONS

REQUIRED PARKING

Parking is provided based on Section 16-10-20 of the UDC:
- Single family: 2 spaces per dwl. unit
- Multi-family:
  - 1.5 spaces per 1 bedroom unit
  - 1.75 spaces per 2 bedroom unit
  - 2 spaces per 3 bedroom unit
- Storage/Warehouses: 1 space per 1,000 s.f.

SINGLE FAMILY RESIDENTIAL

11 units total
Parking requirement = 2 spaces per dwelling unit
Parking provided = 22 parking spaces provided adjacent to the single family homes.

MULTI-FAMILY RESIDENTIAL

Duplex structure:

24 structures = 48 units total
Parking requirement = 3.5 spaces per duplex = 84 parking spaces required
Parking provided = 84 parking spaces provided

4-plex structure:

7 structures = 28 units
Parking requirement = 7.5 spaces per 4-plex = 52.5 parking spaces required
Parking provided = 53 parking spaces provided

30 unit apartment structure:

2 structures = 60 units
Parking requirement = 48.75 spaces per 30 unit apartment = 97.5 spaces required
Parking provided = 98 parking spaces provided

On-site management office:

1 structure with 2 dwelling units and one office space
3,000 s.f. required
Parking requirement = 2 spaces per dwelling unit and 2 for the office use
Parking provided = 6 parking spaces provided adjacent to the office.

LIGHT INDUSTRIAL - STORAGE

32 storage units = 2,250 sf
Parking Requirement = 1 space per 1,000 s.f. = 2.25
Parking provided = 3 parking spaces provided

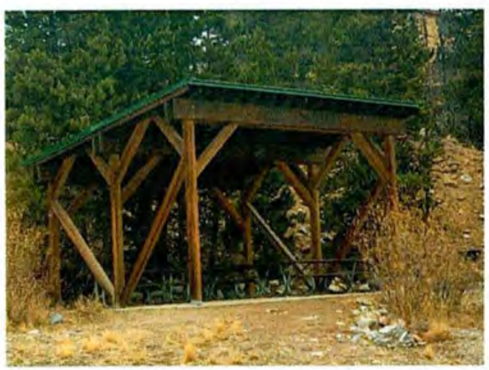
TOTAL PARKING PROVIDED

Total parking required = 266
Total parking provided = 267
Of which 7 are ADA accessible.

Total ADA parking provided = 5 standard + 2 van accessible

CONCEPTUAL SITE REFERENCES

PAVILION EXAMPLES



DOG PARK EXAMPLES

FENCING EXAMPLES

Yard fencing: cedar split rail fence w/ pig wire, 42" h.
For single family units only, 375 sf max. of fenced yard for each unit

Community fencing: powder coated black steel fence, 5'-6' h.
Along North edge of property for pedestrian safety along the trail

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800620 4/3/2023 4:03 PM Milena Kassel
23 of 51 R$263.00 D$0.00 Park County

130

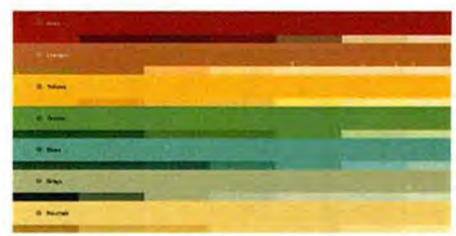
CONCEPTUAL ARCHITECTURAL REFERENCES

Horizontal siding

Vertical board & batt

Natural stone veneer

Cedar

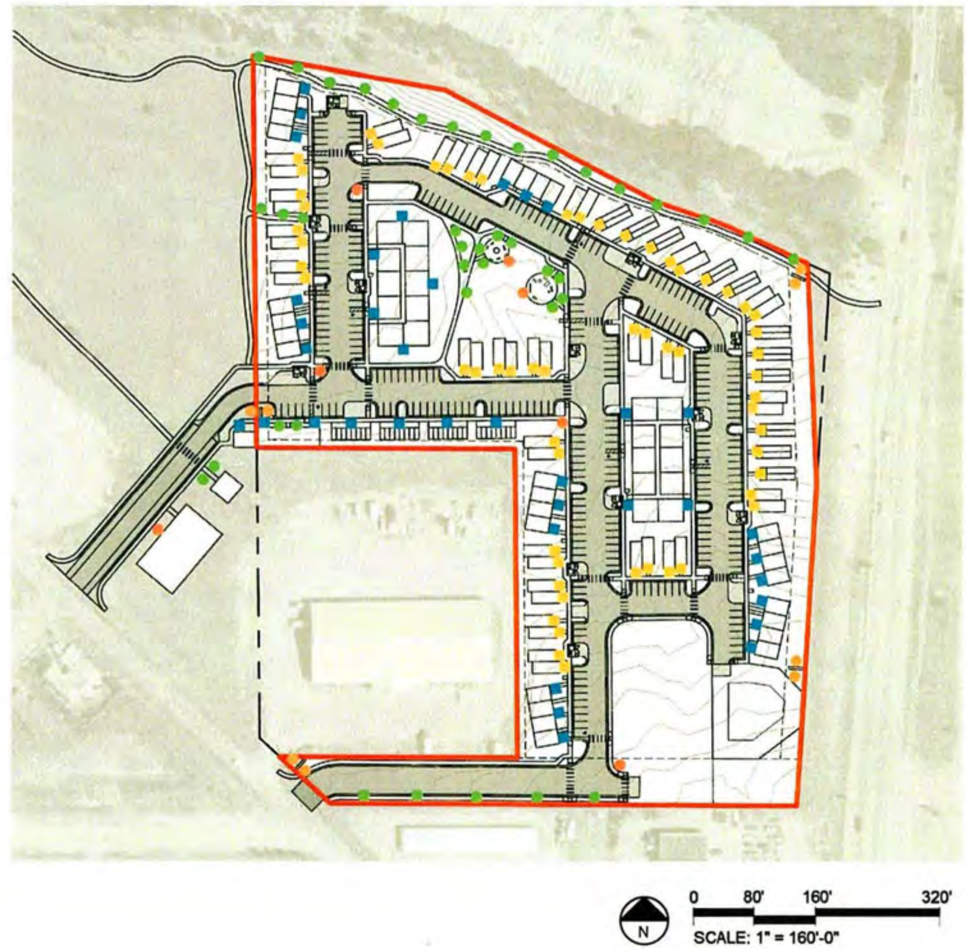


Siding colors to be determined during construction from Benjamin Moore historical collection paints.

LIGHTING

LEGEND

- A - Light poles
- B - Building mounted
- C - Gooseneck lighting
- D - Bollard lights
- E - Monument sign light



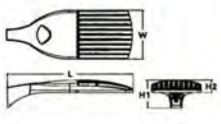
LIGHTING SPECIFICATIONS

D-Series Size 1

Legacy LED Area Luminaire

A - Light poles

Specifications



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 750W metal halide in pedestrian and area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX1 LED P7 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD G1

D-Series Size 1

LED Wall Luminaire

Buy American

B - Building mounted

Specifications

Luminaire

Depth: 10"

Height: 6-3/8"

Back Box (BBW, E20WC)

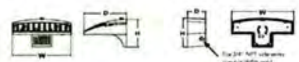
Width: 13-3/4"

BBW Weight: 5 lbs

Depth: 4"

E20WC Weight: 10 lbs

Height: 6-3/8"



Introduction

The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Ordering Information

EXAMPLE: DSXW1 LED 20C 1000 40K T3M MVOLT DDBTXD

Accessories

TECHNICAL DATA SHEET

HTM LIGHTING SOLUTIONS

Project Name
Catalog #
Comments
Date

Fovero RLM - Warehouse/Barn Shade With Gooseneck

C - Gooseneck lighting

LED Compatible

Features

- Fovero RLM's are manufactured using premium cold rolled steel and die cast zinc, which is then electrostatically sprayed, prior to being oven baked with reliable UV stabilized paint suitable for indoor and outdoor use.
- Each shade comes with a wire length of 96 in.
- Gooseneck Arms I.D. 3/4" with 1-14 Thread
- Takes up to 200W A21 Incandescent Bulb, or any E26 Medium Base LED Bulb.
- Fovero RLM's are UL Listed for Wet Locations [E502113] when using Gooseneck Arms

Specifications

SKU	Description	Dimensions
SBL14-BK	14" Satin Black RLM Barn Shade	Ø14" x 8" H
SBL14-BZ	14" Architectural Bronze RLM Barn Shade	
SBL14-GA	14" Galvanized Painted RLM Barn Shade	
SBL14-WH	14" White RLM Barn Shade	

SKU	Description	Dimensions
SBL17-BK	17" Satin Black RLM Barn Shade	Ø17" x 9" H
SBL17-BZ	17" Architectural Bronze RLM Barn Shade	
SBL17-GA	17" Galvanized Painted RLM Barn Shade	
SBL17-WH	17" White RLM Barn Shade	

SKU	Description
SGN10-XX	10" Gooseneck Arm With Height of 6" w/ Mounting Plate
SGN13-XX	13" Straight Arm With Height of 2" w/ Mounting Plate
SGN15-XX	14-1/2" Gooseneck Arm With Height of 8" w/ Mounting Plate
SGN22-XX	22" Gooseneck Arm With Height of 7-1/2" w/ Mounting Plate
SGN24-XX	24" Gooseneck Arm With Height of 17" w/ Mounting Plate

HTM Lighting Solutions
6420 Benjamin Road,
Tampa, FL 33634
sales@htm-lighting.com
https://www.htm-lighting.com
Rev V0619
Tel: +1 (813) 649-8899
Fax: +1 (813) 425-9007

LIGHTING SPECIFICATIONS

D-Series
LED Bollard

Buy American

d"series

Type: D - Bollard lights

Introduction

The D-Series LED Bollard is a stylish, energy-saving, long-life solution designed to perform the way a bollard should—with zero uplight. An optical leap forward, this full cut-off luminaire will meet the most stringent of lighting codes. The D-Series LED Bollard's rugged construction, durable finish and long-lasting LEDs will provide years of maintenance-free service.

Specifications

Diameter: 8" Round

Height: 42"

Weight (max): 27 lbs

Ordering Information EXAMPLE: DSXB LED 16C 700 40K SYM MVOLT DDBXD

Accessories

NOTES

LITHONIA LIGHTING

CS CONTRACTOR SELECT

LITHONIA LIGHTING

Type: E - Monument sign light

Contractor Select™

QTE LED
Floodlights

FEATURES:

CONTRACTOR SELECT

MONUMENT SIGN

LEGEND

- Monument sign: large
- Monument sign: medium
- Monument sign: small

MONUMENT SIGN NOTES

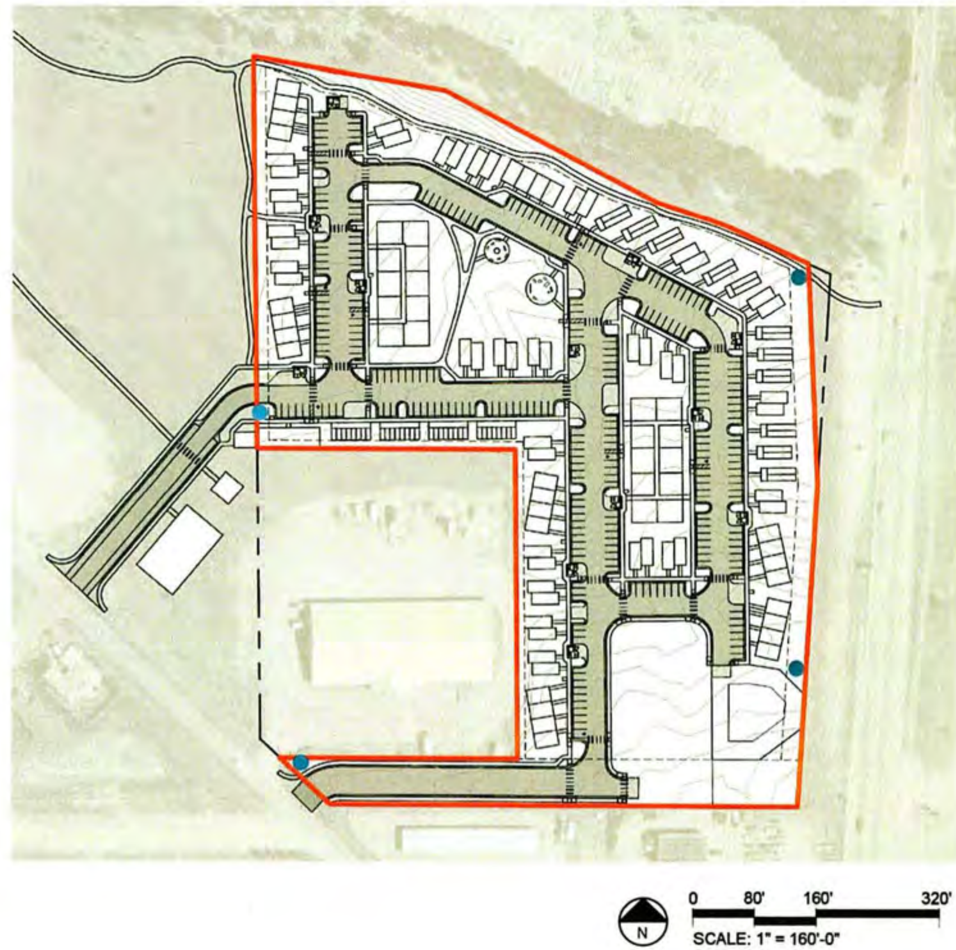
- Actual signage and logo to be determined. Sign shown as general proposal.

- Double sided stone and board & batt monument with metal roof and fascia. All materials and colors to match buildings.

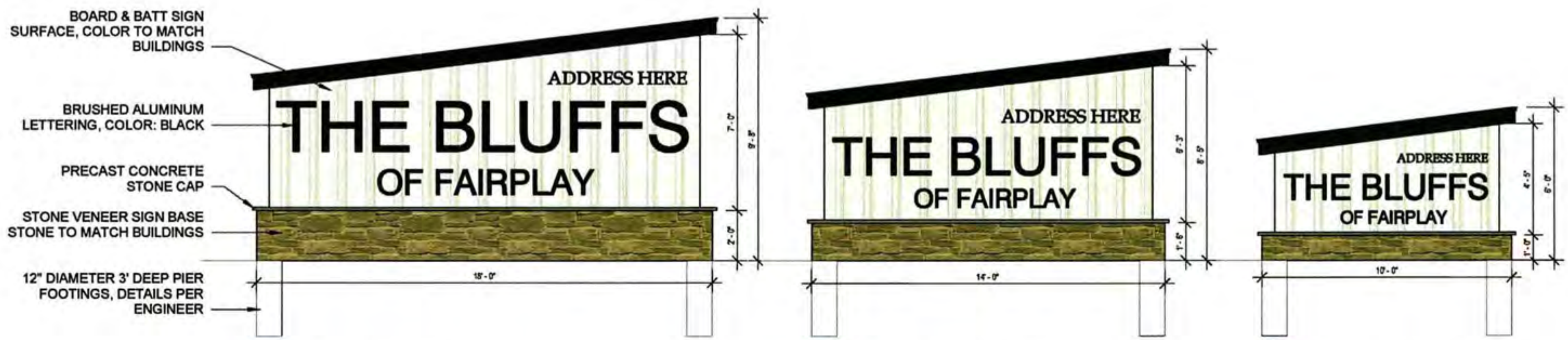
- Monument sign dimensions:
  - Large: 18' wide x 9'-8" tall
  - Medium: 14' wide x 8'-5" tall
  - Small: 10' wide x 6' tall

- Metal stand-off lettering:
  - Large: 10'-5"x2', 8'-5"x1', . Sign area 100 s.f.
  - Medium: 12'-5"x1'-6", 6'-5"x9". Sign area 70 s.f.
  - Small: 8'-3"x1', 4'-3"x6". Sign area 35 s.f.

- Signage to be reviewed under separate sign permit. Drawings to be provided at that time.



MONUMENT SIGN SPECIFICATIONS



Monument sign: large

Scale: 1/4" = 1'-0"

Monument sign: medium

Scale: 1/4" = 1'-0"

Monument sign: small

Scale: 1/4" = 1'-0"

COMPREHENSIVE PLAN GOALS

Goal CCDI-2, Policy A. Support development of existing lots and areas within existing municipal limits with techniques such as in-fill guidelines, accessory dwelling units and development on existing or new small lots.

Goal CCDI-2, Policy C. Endorse incremental, logical and cost-effective street and/or utility extensions to serve orderly growth.

Goal POST-1, Policy A. Ensure that new development dedicates parks, trails and/or open space areas proportionate to expanding population at a ratio of 10 acres of land (or cash in-lieu of) per 1,000 new residents (1.0 acres per 100 residents).

Goal POST-2, Policy C. Provide spaces for social interaction and public use that encourage people to intermingle and regularly use the spaces.

Goal POST-3, Policy A. Strive to include a variety of play structures, recreational fields, picnic areas, restroom facilities, shelters and other park improvements based upon requirements and available funding.

Goal T-1, Policy D. Ensure that new development delivers well-designed trails and sidewalk networks that serves the development and includes linkages to surrounding areas.

Goal T-2, Policy B. New development should include roadway and trail linkages to adjacent properties that integrate with the overall community access network.

Goal E-1, Policy E. New or expanding existing development shall avoid areas of known sensitive wildlife habitat and mitigate such areas to avoid adverse impacts.

Goal H-1, Policy B. Pursue strategies that include collaboration with housing agencies and private developers to create and maintain affordable rental housing.

Goal H-1, Policy C. Development with 5 or more residential units should include a variety of housing types, densities and sizes to ensure a diversity of unit type and pricing which serves the community.

Goal EC-2, Policy A. Promote Fairplay as business friendly.

Goal EC-4, Policy B. Maintain a good balance of zone districts (residential, commercial, industrial, etc.) to avoid any single district from dominating.

Goal CSI-1, Policy A. The vision, goals and policies of the comprehensive plan and smart growth practices should be implemented through the land-use code to avoid urban sprawl, inappropriate infrastructure expansion and excessive service costs.

Goal CSI-3, Policy B. Adhere to land-use policies that direct growth from the existing town core in logical steps outward to avoid expensive and inefficient utility extensions.

Goal CSI-3, Policy C. New development shall be responsible for all costs of utility extensions.

LAND USE SUMMARY

TAX DESCRIPTION:	109 R77 833 S64 PART OF SE4 SECT 33 AND PART OF SW4 SECT 34 IN 9-77 AS DESC IN PLAT RE84090 KNOWN AS PARCEL E LARSON MINOR SUBDIVISION
PARCEL NUMBER:	318
LOT SIZE:	10.72 ACRES
ZONING:	COMMERCIAL (C)

SITE PLAN NOTES

SINGLE FAMILY RESIDENTIAL
11 UNITS TOTAL

DUPLEX RESIDENTIAL
24 BLDGS
48 UNITS TOTAL

4-PLEX RESIDENTIAL
7 BLDGS
14 (2) BEDS UNITS
14 (3) BEDS UNITS
28 UNITS TOTAL

3-STORY 30 UNITS APARTMENTS
2 BLDGS
60 UNITS TOTAL

COMMERCIAL
PAD: 30,000 SF

SITE PLAN LEGEND

- SITE PROPERTY LINE
- NEIGHBOR LOTS PROPERTY LINE

PHASE 1:

- DETACHED SINGLE FAMILY DWELLINGS
- DUPLEX TOWNHOUSES
- 4-PLEX TOWNHOUSES
- 3-STORY BLDG. APARTMENTS
- RESIDENTIAL WALKUP STORAGE UNITS
- MANAGEMENT OFFICE & FITNESS CENTER (+/- 3,000 SF)
- BIKE PARKING
- 1 PUBLIC RESTROOMS (+/- 800 SF)
- 2 PAVILION (+/- 900 SF)
- 3 DOG PARK (+/- 6,000 SF)
- 4 COMMUNITY PARK
- 5 MONUMENT SIGN

PHASE 2:

- DETACHED SINGLE FAMILY DWELLINGS
- DUPLEX TOWNHOUSES
- 4-PLEX TOWNHOUSES
- 3-STORY BLDG. APARTMENTS

SITE PLAN
SCALE: 1" = 30'-0"

Address TBD
Fairplay, CO 80440
Park County, Colorado

VICINITY PLAN
NOT TO SCALE

ENTITLEMENTS
REVIEW ONLY

ASHER ARCHITECTS + ENGINEERS
512 5th St.
BERTHOUD CO. 80513
p: 970-532-9970
w. AsherArch.com
e: David@AsherArch.com

THE BLUFFS OF FAIRPLAY
TBD
Fairplay, CO 80440

CONCEPT SITE PLAN

SITE PLAN
A1.0

THE BLUFFS AT FAIRPLAY- PUD

LOCATED IN PART OF THE SOUTHEAST ¼ OF SECTION 33, AND THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 77 WEST OF THE 6TH P.M., TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO

RESOLUTION 11, SERIES OF 2023 "EXHIBIT C"

VICINITY MAP
SCALE: 1" = 500'

SHEET INDEX

C-0	COVER SHEET
C-1 to C-2	GENERAL NOTES
C-3	EXISTING CONDITIONS
C-4	OVERALL SITE PLAN
C-5 to C-8	SITE PLAN A-D
C-9 to C-12	SITE DETAILS
C-13	OVERALL UTILITY PLAN
C-14 to C-17	UTILITY PLAN A-D
C-18 to C-19	UTILITY DETAILS
C-20	EXISTING BASIN MAP

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SURVEYOR
PLS CORPORATION
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ABBREVIATIONS

LABEL	MEANING
ac	ACRE
APPROX	APPROXIMATE
BM	BENCHMARK
C.O.	CLEAN OUT
CONC	CONCRETE
CP	CONTROL POINT
DEMO	DEMOLISH
D.E.	DRAINAGE EASEMENT
ELEC	ELECTRICAL
ELEV	ELEVATION
EMER	EMERGENCY
EX	EXISTING
FD	FOUND
FF	FINISHED FLOOR
FL	FLOW LINE
FND	FOUNDATION
FO	FIBER OPTIC
GND	GROUND
HP	HIGH POINT
HYD	HYDRANT
H2O	WATER
INV	INVERT
LP	LOW POINT
LZ	LOADING/UNLOADING ZONE
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
PED	PEDESTAL
PLS	PROFESSIONAL LAND SURVEYOR
RET	RETAINING
ROW	RIGHT-OF-WAY
SNOW	SNOW COLLECTION AREA
SRVC	SERVICE
SS	SANITARY SEWER
STRM	STORM
SUB	SUBDIVISION
TBC	TOP BACK OF CURB
TBW	TOP BACK OF WALK
TELE	TELEPHONE
TO	TOP OF
TOC	TOP OF CONCRETE
TOF	TOP OF FOUNDATION
TRANS	TRANSFORMER
TW	TOP OF WALL
TYP	TYPICAL
U&AE	UTILITY & ACCESS EASEMENT
U&DE	UTILITY & DRAINAGE EASEMENT
UE	UTILITY EASEMENT
W.C.	WITNESS CORNER
W & S	WATER & SEWER
W.W.	WINDOW WELL
YPC	YELLOW PLASTIC CAP

ENTITLEMENTS REVIEW ONLY NOT FOR CONSTRUCTION

ASHER ARCHITECTS + ENGINEERS
512 5th STREET
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p: 970-532-9970
w: AsherArch.com
e: tj@AsherArch.com

FP LAND, LLC
Platte Drive
Fairplay, CO 80440
SE ¼, S33 & SW ¼ S34, T 9 S, R 77 W

PROJECT NUMBER 22-C83
DOCUMENT DATE:
12/15/2022 5:00:00 PM
DOCUMENT PHASE:
FOR REVIEW - INTERNAL

DRAWN BY: DATE: CHECKED BY: DATE:
REV. DATE DESCRIPTION

COVER SHEET
C-0
SHEET 1 OF X

THE BLUFFS AT FAIRPLAY- PUD

LOCATED IN PART OF THE SOUTHEAST ¼ OF SECTION 33, AND THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 77 WEST OF THE 6TH P.M., TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO

GENERAL NOTES FOR CONSTRUCTION PLANS

1. EXISTING UNDERGROUND UTILITIES, EXCEPT SERVICE LINES, KNOWN TO THE ENGINEER HAVE BEEN SHOWN ON THE DRAWINGS. LOCATIONS ARE APPROXIMATE ONLY AND MAY PROVE TO BE INACCURATE. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF THE EXISTENCE, LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE CONSTRUCTION AREA. PWM§9-1.02(A)
2. BEFORE COMMENCING WITH WORK, THE CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE COMPANIES WHO MAY HAVE UTILITIES WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL COORDINATE WITH THESE ENTITIES ALL EXCAVATION PERFORMED. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY UTILITY OWNERS. PWM§9-1.02(A)
3. IN THE EVENT OF DAMAGE TO ANY EXISTING UTILITY, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE REPAIR AND PAYMENT FOR REPAIR OF ALL SUCH DAMAGE. PWM§9-1.02(A)
4. THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR AND PAY ALL COSTS FOR RELOCATION OF UTILITIES REQUIRING RELOCATION AS INDICATED ON THE DRAWINGS. SHOULD UTILITY OBSTRUCTIONS NOT SHOWN ON THE DRAWINGS, BE ENCOUNTERED AND REQUIRE RELOCATION, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER AND SHALL MAKE ARRANGEMENTS NECESSARY FOR SUCH RELOCATION. THE OWNER SHALL PAY THE COSTS FOR SUCH RELOCATION. PWM§9-1.02(A)
5. THE CONTRACTOR SHALL RESTORE OR PROTECT FROM DAMAGE ALL EXISTING IMPROVEMENTS ENCOUNTERED IN PERFORMANCE OF THE WORK. IMPROVEMENTS DAMAGED, AS A RESULT OF THIS WORK SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER, AS DETERMINED BY THE ENGINEER. PWM§9-1.02(B)
6. ADJACENT PROPERTY SHALL BE PROTECTED BY THE CONTRACTOR FROM ANY DAMAGE. THE CONTRACTOR SHALL BE HELD SOLELY LIABLE FOR ANY DAMAGE TO ADJACENT PROPERTY AND SHALL BE RESPONSIBLE FOR ALL COSTS RESULTING FROM REPAIR OF SUCH DAMAGE. PWM§9-1.02(B)
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO EXAMINE SOIL CONDITIONS AND CHARACTERISTICS, INCLUDING THE PRESENCE OF GROUNDWATER THAT WILL BE ENCOUNTERED WITHIN THE LIMITS OF CONSTRUCTION. PWM§9-1.02(C)
8. ALL EXCAVATION SHALL BE PROTECTED BY BARRICADES, LIGHTS, SIGNS, ETC., AS REQUIRED BY GOVERNING FEDERAL, STATE AND LOCAL SAFETY CODES AND REGULATIONS. PWM§9-1.03(A)
9. SHEETING, SHORING AND BRACING, WHERE TRENCH WALLS ARE NOT EXCAVATED AT A STABLE SLOPE, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN SUPPORT SUFFICIENT TO PREVENT CAVING, SLIDING OR FAILURE AND PROPERTY OR BODILY DAMAGE. ANY DAMAGE DUE TO INADEQUATE SUPPORT SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR. PWM§9-1.03(B)
10. UNDER NORMAL CONSTRUCTION CONDITIONS, SUPPORT SHALL BE REMOVED AS WORK PROGRESSES. SUPPORT SHALL REMAIN INSTALLED IF DIRECTED BY THE ENGINEER OR IF PIPE DOES NOT HAVE SUFFICIENT STRENGTH TO SUPPORT BACKFILL BASED ON TRENCH WIDTH AS DEFINED BY THE SHEETING; SHEETING SHALL NOT BE REMOVED AFTER THE START OF BACKFILLING.PWM§9-1.03(B)
11. USE OF A MOVABLE TRENCH SHIELD OR COFFIN BOX WILL NOT BE ALLOWED WHERE PIPE STRENGTH IS INSUFFICIENT TO SUPPORT BACKFILL AS DEFINED BY THE TRENCH WIDTH AFTER THE TRENCH SHIELD IS REMOVED. PWM§9-1.03(B)
12. THE CONTRACTOR SHALL BE HELD SOLELY RESPONSIBLE FOR ANY VIOLATION OF APPLICABLE SAFETY STANDARDS. PARTICULAR ATTENTION IS CALLED TO MINIMUM REQUIREMENTS OF OSHA AND COLORADO OCCUPATIONAL SAFETY AND HEALTH (COSH). PWM§9-1.03(B)
13. EXCAVATION TO BE PROTECTED FROM SURFACE WATER AT ALL TIMES. AT NO TIME SHALL EXCAVATED AREA BE ALLOWED TO FILL WITH STORM WATER RUNOFF. CONTRACTOR SHALL PROVIDE PROPER TEMPORARY DRAINAGE STRUCTURES AT THEIR COST TO DETOUR RUNOFF FROM EXCAVATED AREAS. PWM§9-1.03(C)
14. REMOVE ALL VEGETATION, STUMPS, ROOTS, ORGANIC MATTER, DEBRIS AND OTHER MISCELLANEOUS STRUCTURES AND MATERIALS FROM PROJECT SITE. DISPOSE OF OFF-SITE. PWM§9-3.01(A)
15. STRIP EXISTING TOPSOIL FROM ALL AREAS TO BE DISTURBED BY CONSTRUCTION. TOPSOIL TO BE STOCKPILED SEPARATELY FROM EXCAVATED MATERIALS. PWM§9-3.01(B)
16. LIMITS OF EXCAVATION. TRENCHES TO BE EXCAVATED ALONG LINES AND GRADES SHOWN ON THE DRAWINGS, OR AS MODIFIED IN THE FIELD BY THE ENGINEER. TRENCH WIDTHS FOR PIPE LOADING TO BE MEASURED 12 INCHES ABOVE TOP OF PIPE. PWM§9-3.02(A)
17. TRENCH EXCAVATION NOT TO BE COMPLETED MORE THAN 100 FEET IN ADVANCE OF PIPE INSTALLATION. BACKFILL TO BE COMPLETED WITHIN100 FEET OF PIPE INSTALLATION. PWM§9-3.02(A)
18. FACILITIES SHALL BE MAINTAINED UNTIL ALL CONCRETE IS CURED AND BACKFILLING IS IN PLACE AT LEAST 24 INCHES ABOVE ANTICIPATED WATER LEVELS BEFORE WATER REMOVAL IS DISCONTINUED. ALL WATER REMOVAL SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.PWM§9-3.02(C)
19. EXCAVATED MATERIAL TO BE STOCKPILED SO AS NOT TO ENDANGER THE WORK OR PUBLIC SAFETY. MAINTAIN EXISTING VEHICULAR AND PEDESTRIAN TRAFFIC WITH MINIMUM DISRUPTION. MAINTAIN EMERGENCY ACCESS AND ACCESS TO EXISTING FIRE HYDRANTS AND WATER VALVES. MAINTAIN NATURAL DRAINAGE COURSES AND STREET GUTTERS. PWM§9-3.02(D)
20. BACKFILL MATERIAL TO BE SEGREGATED FROM STOCKPILED TOPSOIL AND UNUSABLE BACKFILL MATERIALS. PWM§9-3.02(D)
21. EXCAVATION TO BE DONE IN ACCORDANCE WITH THESE SPECIFICATIONS AND AS SHOWN ON THE APPROVED DRAWINGS. ADEQUATE WORKING CLEARANCES TO BE MAINTAINED AROUND APPURTENANCES. PROVISIONS FOR BASE AND BOTTOM PREPARATIONS SHALL APPLY TO ALL APPURTENANCES. PWM§9-3.02(E)
22. PRECAUTIONS TO BE TAKEN TO MAINTAIN TRENCH WIDTHS IN THE VICINITY OF ADJACENT PIPELINES AND CONDUITS.
23. WHERE SOILS ARE SUITABLE AND HAVE ADEQUATE STRENGTH, BOTTOM TO BE GRADED THAT PIPE BARREL RESTS UNIFORMLY ON UNDISTURBED SOIL. ALL ROCKS OR STONES THAT MAY RESULT IN A POINT BEARING ON THE PIPE SHALL BE REMOVED. PWM§9-3.03(A)
24. UNDISTURBED GRADES SHALL BE WITHIN 0.1 FEET TOLERANCE. SOILS FOR FINAL PIPE GRADE PLACED WITHIN THESE LIMITS SHALL BE 1-INCH SCREENED ROCK.PWM§9-3.03(A)
25. MATERIAL TO BE REMOVED TO ALLOW INSTALLATION OF ALL FITTING AND JOINT PROJECTIONS WITHOUT AFFECTING PLACEMENT OF PIPE. PWM§9-3.03(B)
26. WHENEVER TRENCH IS OVER-EXCAVATED TO ELIMINATE POINT BEARING BY ROCKS OR STONES OR WHEN UNDISTURBED GRADE TOLERANCES OF 0.1 FOOT ARE EXCEEDED, THE CONTRACTOR IS TO RE-ESTABLISH GRADE USING CLASS 6 AGGREGATE BEDDING MATERIAL. COMPACTION SHALL BE 95% MAXIMUM DENSITY. ALL WORK TO RE-ESTABLISH GRADE SHALL BE AT THE CONTRACTOR'S EXPENSE. PWM§9-3.03(C)
27. ROCK EXCAVATION SHALL BE DEFINED AS REMOVAL OF BOULDERS IN EXCESS OF 3 CUBIC YARDS OF SOLID OR FRACTURED ROCK, WHICH MAKES HAND SHAPING OF THE BOTTOM IMPOSSIBLE AND WHICH REQUIRES TECHNIQUES, SUCH AS BLASTING OR JACKING FOR REMOVAL, OTHER THAN THOSE WHICH ARE BEING EMPLOYED BY THE CONTRACTOR OR ARE NORMALLY USED IN TRENCH EXCAVATION, SUCH AS USE OF BACKHOES, TRENCHERS, DRAGLINES, ETC. SHOULD UNANTICIPATED ROCK CONDITIONS BE ENCOUNTERED, IMMEDIATELY NOTIFY THE ENGINEER. IF IN THE OPINION OF THE ENGINEER, ROCK EXCAVATION IS REQUIRED AND THE CONTRACTOR HAS IN FACT MADE A DILIGENT AND DETERMINED EFFORT TO REMOVE THE MATERIAL USING NORMAL EXCAVATION PROCEDURES AS STATED ABOVE, AND THE CONTRACTOR COULD NOT HAVE REASONABLY BEEN EXPECTED TO DETERMINE THE EXISTENCE OF SUCH MATERIAL DURING THEIR SITE INVESTIGATION, THEN A CONTRACT PRICE FOR ROCK EXCAVATION SHALL BE NEGOTIATED BETWEEN THE CONTRACTOR AND THE OWNER. NO PAYMENT SHALL BE MADE FOR EXCAVATION PERFORMED PRIOR TO DETERMINATION OF A NEGOTIATED PRICE. PWM§9-3.03(E)
28. ROCK SHALL BE REMOVED TO A 4 INCH DEPTH BELOW GRADE. ADDITIONALLY, ALL ROCK LOOSENED DURING JACKING, BLASTING, ETC., SHALL BE REMOVED FROM THE TRENCH. FOR PAYMENT PURPOSES, MAXIMUM TRENCH WIDTH TO BE PAID FOR SHALL BE AS DEFINED IN SUBSECTION 3.02. PWM§9-3.03(E)
29. EXCEPT IMMEDIATELY NEXT TO THE PIPE, MECHANICAL OR AIR OPERATED TAMPING EQUIPMENT TO BE USED. HAND EQUIPMENT, SUCH AS T-BAR TO BE USED TO PIPE IF NECESSARY. CARE TO BE TAKEN WHEN COMPACTING UNDER, ALONGSIDE AND IMMEDIATELY ABOVE PIPE TO PREVENT CRUSHING, FRACTURING, SHIFTING OF THE PIPE. THE CONTRACTOR IS TO NOTE DENSITIES REQUIRED FOR MATERIALS ARE OR BEING BACKFILLED AND SHALL USE APPROPRIATE APPROVED EQUIPMENT TO OBTAIN THOSE DENSITIES. PWM§9-3.04(A)
30. WHEEL ROLLING IS NOT CONSIDERED TO BE AN ADEQUATE COMPACTION TECHNIQUE TO MEET THESE SPECIFICATIONS AND WILL NOT BE ALLOWED. WHERE 85% COMPACTION IS REQUIRED, WHEEL ROLLING MAY BE CONSIDERED. BEFORE ACCEPTANCE, THE CONTRACTOR SHALL BACKFILL A PORTION OF THE TRENCH AND PAY FOR DENSITY TESTING TO VERIFY ADEQUACY OF THE PROPOSED BACKFILL TECHNIQUES. PWM§9-3.04(A)
31. A HYDRO HAMMER MAY BE ALLOWED TO OBTAIN THE SPECIFIED DENSITY UP TO 4 FEET IN DEPTH. THE CONTRACTOR WILL BE REQUIRED TO RE-EXCAVATE THOSE AREAS THAT HAVE BEEN TAMPED SO THAT DENSITY TESTS CAN BE TAKEN TO INSURE THAT THE SPECIFIED DENSITY IS BEING OBTAINED FULL DEPTH. PWM§9-3.04(A)
32. GENERALLY MAINTAIN MOISTURE OF BACKFILL MATERIAL WITH 2% OF OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D698. MAINTAIN CLOSER TOLERANCES AS NEEDED TO OBTAIN DENSITIES REQUIRED. PWM§9-3.04(B)
33. MAXIMUM DENSITY (100%) BASED ON ASTM D698 OR AASHTO T99. PWM§9-3.04(C)
    33.1. BEDDING MATERIAL, INCLUDING MATERIAL USED FOR OVER-EXCAVATION OF ANY KIND: 95%.
    33.2. SELECT MATERIAL: 95%
    33.3. BACKFILL BENEATH EXISTING OR PROPOSED PAVEMENT, ROADWAYS, SIDEWALKS, CURBS, UTILITY LINES AND OTHER IMPROVEMENTS OR WITHIN 5 FEET HORIZONTALLY OF SUCH IMPROVEMENTS: 95%
    33.4. BACKFILL WITHIN PUBLIC OR DESIGNATED RIGHT-OF-WAY: 90% OR AS SHOWN ON THE APPROVED DRAWINGS.
    33.5. BACKFILL WITHIN UNDEVELOPED, GREEN OR UNDESIGNATED AREA: 85%.
    33.6. BACKFILL FOR ANY FILL OVER OVERCUT GRADING IN AREAS OF LOT/HOME CONSTRUCTION: 95%.
34. THE MAXIMUM LOOSE LIFTS OF BACKFILL MATERIAL TO BE AS FOLLOWS. USE SMALLER LIFTS WHERE NECESSARY TO OBTAIN REQUIRED DENSITIES. PWM§9-3.04(D)
    34.1. BEDDING AND SELECT MATERIAL: 6 INCHES (OR SEE SECTION 3.03A).
    34.2. BACKFILL MATERIAL: 12 INCHES WHERE 95% COMPACTION REQUIRED. 24 INCH WHERE LESS THAN 95% COMPACTION REQUIRED.
35. BACKFILLING TO BE DONE GENERALLY AT THE SAME TIME AS ADJACENT PIPELINES. BACKFILLING PROCEDURE TO CONFORM TO THIS SECTION. USE SPECIAL TECHNIQUES OR MATERIALS AS SHOWN ON DRAWINGS. PWM§9-3.04(E)
36. CONTRACTOR TO DISPOSE OF EXCESS EXCAVATION OFF SITE. THE OWNER SHALL HAVE THE RIGHT TO ELECT TO HAVE THE EXCESS EXCAVATION DISPOSED OF AT A DESIGNATED SITE WITHIN THE PROJECT LIMITS. EXCAVATION MAY BE WASTED ON-SITE ONLY IF APPROVED BY THE ENGINEER. DISPOSAL IN ANY CASE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. PWM§9-3.04(F)
37. JETTING AND WATER INUNDATION ARE GENERALLY NOT PERMITTED METHODS OF COMPACTION. THE ENGINEER MAY ALLOW JETTING UNDER CERTAIN FIELD CONDITIONS. TECHNIQUES INCLUDING DEPTH OF LIFTS, AMOUNT OF WATER TO BE USED, PENETRATION OF HOSE JET, ETC., SHALL BE AT THE DIRECTION OF THE ENGINEER. NO JETTING WILL BE ALLOWED ON MATERIALS WITH A 200 MINUS GRADATION OF GREATER THAN 15%. CONTRACTOR SHALL PAY COST OF ALL WATER USED, SOIL CLASSIFICATION TESTING AND RETESTING OR RECOMPACTION REQUIRED. NO JETTING SHALL BE DONE PRIOR TO WRITTEN APPROVAL AND DIRECTION OF THE ENGINEER. PWM§9-3.04(G)
38. CONTRACTOR TO MAINTAIN ALL BACKFILL IN A SATISFACTORY CONDITION DURING THE EXTENT OF THE CONTRACT AND WARRANTY PERIOD. ALL SURFACE DETERIORATION DETERMINED TO BE THE RESPONSIBILITY OF THE CONTRACTOR AND THE CONTRACTOR UPON NOTICE BY THE OWNER SHALL REPAIR ALL SETTLEMENT AT ONCE. ALL COSTS FOR REPAIR AND ALL LIABILITY, AS A RESULT OF SURFACE DETERIORATION OR SETTLEMENT, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. PWM§9-3.04(H)
39. BECAUSE OF THE PRESENCE OF GROUND WATER, A CLAY BARRIER MAY BE REQUIRED TO BE INSTALLED FULL DEPTH IN TRENCH IN PLACE OF ALL BEDDING MATERIAL AND BACKFILL. THIS BARRIER SHALL BE FULL DEPTH AND TWO FEET THICK AND INSTALLED EVERY 100 LINEAR FEET OF TRENCH. CLAY BARRIER INSTALLATION SHALL BE CONSIDERED INCIDENTAL TO THE PIPE INSTALLATION AND NOT PAID FOR SEPARATELY. PWM§9-3.04(I)
40. ALL EXISTING SURFACE IMPROVEMENTS AND SITE CONDITIONS DISTURBED OR DAMAGED DURING CONSTRUCTION TO BE RESTORED TO A CONDITION EQUAL TO PRE-CONSTRUCTION CONDITION. ALL RESTORATION COSTS ARE CONSIDERED INCIDENTAL TO EXCAVATION AND BACKFILL. PWM§9-3.05
41. REPLACE, REPAIR OR RECONSTRUCT ALL IMPROVEMENTS AS REQUIRED. WORK WILL NOT BE ACCEPTED UNTIL RESTORATION IS ACCEPTED BY ENGINEER AND ALL AFFECTED PROPERTY OWNERS. IMPROVEMENTS INCLUDE, BY EXAMPLE, OTHER UTILITIES, CULVERTS, STRUCTURES, CURB AND GUTTER, MAILBOXES, SIGNS, SPRINKLER SYSTEMS, ETC. PWM§9-3.05(A)
42. THE CONTRACTOR IS TO RE-ESTABLISH EXISTING FINAL GRADE OR FINISH FINAL GRADES AS MODIFIED AND SHOWN ON THE APPROVED DRAWINGS. THE CONTRACTOR IS TO BACKFILL TO PROPER SUBGRADE ELEVATION WITH BACKFILL MATERIAL TO ALLOW PLACEMENT OF SURFACE IMPROVEMENTS OR MATERIALS. PWM§9-3.05(B)
43. ALL ROADWAYS TO BE RESTORED TO ORIGINAL CONDITION WITH MATERIAL TYPES REMOVED. MATERIALS AND METHODS TO CONFORM TO APPLICABLE PORTIONS OF CURRENT COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) SPECIFICATIONS. ADDITIONAL REQUIREMENTS ARE: PWM§9-3.05(C)
    43.1. MINIMUM BASE COURSE MATERIAL ON GRAVEL ROADWAYS OR MINIMUM DEPTH GRAVEL ON HARD SURFACE ROADWAYS TO BE 6 INCH, UNLESS SHOWN OTHERWISE ON APPROVED DRAWINGS.
    43.2. MINIMUM BITUMINOUS SURFACING TO BE 3 INCH UNLESS SHOWN OTHERWISE ON APPROVED DRAWINGS.
    43.3. MINIMUM CONCRETE PAVEMENT SURFACING TO BE 6 INCH, UNLESS SHOWN OTHERWISE ON APPROVED DRAWINGS.
44. IT SHOULD BE FULLY UNDERSTOOD THAT IT WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO ACHIEVE THE SPECIFIED DENSITIES FOR ALL EMBEDMENT AND BACKFILL MATERIAL PLACED. CONTRACTOR WILL BE RESPONSIBLE FOR ENSURING THAT CORRECT METHODS ARE BEING USED FOR THE PLACEMENT AND COMPACTION OF SAID MATERIALS. CORRECT BACKFILL METHODS INCLUDE, BUT ARE NOT LIMITED TO: PWM§9-4.01
    44.1. USE OF PROPER EQUIPMENT FOR EXISTING SOIL CONDITION ENCOUNTERED.
    44.2. MOISTURE CONTENT OF EXISTING SOILS. DETERMINATION IF WATER SHOULD BE ADDED OR IF SOIL SHOULD BE AIR DRIED TO REDUCE MOISTURE CONTENT.
    44.3. CONTRACTOR MAY, AT THEIR OWN EXPENSE, HAVE AN APPROVED GEOTECHNICAL ENGINEER MONITOR THE METHODS OF BACKFILL AND COMPACTION USED TO ENSURE THAT THE DESIRED DENSITIES ARE BEING OBTAINED. INSPECTION AND TESTING WILL BE PERFORMED AS DIRECTED BY THE TOWN. TESTING WILL BE CONDUCTED AS A QUALITY CONTROL CHECK TO VERIFY THE CONTRACTOR'S COMPLIANCE WITH THE STANDARDS INDICATED THE SPECIFICATIONS.
45. INSPECTION AND TESTING TO BE PERFORMED AT THE DIRECTION OF THE ENGINEER. CONTRACTOR TO COOPERATE FULLY WITH ALL PERSONS ENGAGED IN TESTING. CONTRACTOR TO EXCAVATE AS REQUIRED TO ALLOW TESTING. CONTRACTOR TO BACKFILL ALL TEST EXCAVATIONS IN ACCORDANCE WITH THESE SPECIFICATIONS. ANY AREAS, WHICH REQUIRE A SPECIFIED DENSITY, INCLUDING FILL, BACKFILL, TRENCHES, EMBANKMENTS, ROAD BASE, HOT BITUMINOUS PAVEMENT, BACKFILL FOR STRUCTURES, SHALL BE TESTED. PWM§9-4.02
46. DENSITY/MOISTURE RELATIONSHIPS TO BE DEVELOPED FOR ALL SOIL TYPES ENCOUNTERED ACCORDING TO ASTM D698 OR AASHTO T99. PWM§9-4.03(A)
47. TESTING FOR DENSITY DURING COMPACTION OPERATIONS TO BE DONE IN ACCORDANCE WITH ASTM D2922 USING NUCLEAR DENSITY METHODS. PWM§9-4.03(B)
48. MINIMUM OF 1 TEST EVERY 250' TRENCH PER LIFT OR AS DIRECTED BY ENGINEER. CONTRACTOR TO EXCAVATE TO DEPTHS REQUIRED BY TOWN FOR TESTING AND BACKFILL TEST HOLES TO DENSITY SPECIFIED. PWM§9-4.03(C)
49. IN THE EVENT OF FAILURE TO MEET COMPACTION CRITERIA, CONTRACTOR SHALL RE-EXCAVATE AND RE-BACKFILL AT DIRECTION OF TOWN. ALL RETESTING TO BE PAID FOR BY CONTRACTOR AND TO BE PERFORMED BY SOILS TESTING FIRM APPROVED BY THE TOWN. PWM§9-4.03(D)

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE UTILITY NOTIFICATION CENTER OF COLORADO (CALL BEFORE YOU DIG) 811. CALL TWO BUSINESS DAYS PRIOR (NOT INCLUDING THE DAY OF THE CALL) TO DIGGING, GRADING OR EXCAVATING FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.
2. 48 HOURS PRIOR TO ANY EARTH DISTURBANCE, THE CONTRACTOR SHALL NOTIFY THE TOWN ENGINEER (970-674-2400).
3. 48 HOURS PRIOR TO ANY EARTH DISTURBANCE, THE CONTRACTOR SHALL NOTIFY THE STORMWATER PROGRAM COORDINATOR (970-674-2400) TO SET UP THE REQUIRED INITIAL GRADING, EROSION AND SEDIMENT CONTROL INSPECTION.
4. THE CONTRACTOR SHALL INSTALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO CONSTRUCTION AND SHALL MAINTAIN THE CONTROL MEASURES DURING CONSTRUCTION, AS IDENTIFIED ON THE GRADING, EROSION AND SEDIMENT CONTROL PLAN (GESCP). THE STORMWATER PROGRAM COORDINATOR SHALL APPROVE ANY MODIFICATION OF A CONTROL MEASURE IDENTIFIED ON THE GESCP PRIOR TO INSTALLATION. MAINTENANCE OF ONSITE DRAINAGE AND EROSION CONTROL FACILITIES DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
5. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL CONTACT ALL UTILITIES TO COORDINATE SCHEDULES.
6. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION THAT WILL AFFECT TRAFFIC SIGNS OF ANY TYPE, THE CONTRACTOR SHALL CONTACT THE TOWN ENGINEER. PHONE (970) 674-2400.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL DURING CONSTRUCTION: A. ALL SIGNS, STRIPING AND TRAFFIC CONTROL DEVICE SHALL CONFORM TO, AND PLACEMENT SHALL BE PERFORMED IN ACCORDANCE WITH, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION AND CDOT M&S STANDARDS, LATEST EDITION. B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND CLEANING OF TRAFFIC CONTROL DEVICES. C. THE CONTRACTOR SHALL MAINTAIN EXISTING PAVEMENT MARKINGS DURING CONSTRUCTION OPERATIONS, IN CONFORMANCE WITH CONSTRUCTION DOCUMENTS. D. REMOVAL OF EXISTING PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY A METHOD THAT DOES NOT MATERIALLY DAMAGE THE SURFACE OR TEXTURE OF THE PAVEMENT OR EXISTING SURFACING. THE PAVEMENT MARKINGS SHALL BE REMOVED TO THE EXTENT THAT THEY ARE NOT VISIBLE UNDER DAY OR NIGHT CONDITIONS.
8. THE CONTRACTOR SHALL CONTACT THE TOWN OF WINDSOR CONSTRUCTION INSPECTOR PRIOR TO ANY STREET CUT. THE EXISTING STREET CONDITION SHALL BE DOCUMENTED BY THE TOWN OF WINDSOR CONSTRUCTION INSPECTOR BEFORE ANY CUTS ARE MADE. ANY STREET PATCHING SHOWN ON THE DRAWINGS IS APPROXIMATE. ACTUAL LIMITS OF STREET PATCH SHALL BE DETERMINED BY THE TOWN OF WINDSOR CONSTRUCTION INSPECTOR. PATCHING SHALL BE DONE IN CONFORMANCE WITH TOWN OF WINDSOR DIVISION I STREETS DESIGN CRITERIA AND CONSTRUCTION SPECIFICATIONS (SECTION 02595). ALL LARGE PATCHES SHALL BE PAVED WITH AN ASPHALT LAY-DOWN MACHINE. IN STREETS WHERE MORE THAN ONE CUT IS MADE, AN OVERLAY OF THE ENTIRE STREET WIDTH, INCLUDING THE PATCHED AREA, MAY BE REQUIRED, IN ACCORDANCE WITH THE REFERENCED SPECIFICATIONS. THE TOWN ENGINEER SHALL MAKE THE DETERMINATION OF THE NEED FOR A COMPLETE OVERLAY.
9. THE CONTRACTOR SHALL RESTORE ANY DISTURBED AREAS TO EQUAL OR BETTER CONDITION THAN EXISTED BEFORE CONSTRUCTION. DRAINAGE DITCHES OR WATERCOURSES THAT ARE DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THE GRADES AND CROSS-SECTIONS THAT EXISTED BEFORE CONSTRUCTION, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DOCUMENTS.
10. PRIOR TO CLOSEOUT OF ANY TOWN ISSUED GRADING EROSION AND SEDIMENT CONTROL PLAN, ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WILL HAVE A UNIFORM VEGETATIVE COVER ESTABLISHED WITH AN INDIVIDUAL PLANT DENSITY OF AT LEAST 70 PERCENT OF PRE-DISTURBANCE LEVELS, OR EQUIVALENT PERMANENT, PHYSICAL EROSION REDUCTION METHODS.
11. THE CONTRACTOR SHALL CAREFULLY PRESERVE BENCHMARKS, PROPERTY CORNERS, REFERENCE POINTS, STAKES AND OTHER SURVEY REFERENCE MONUMENTS OR MARKERS. IN CASE OF WILLFUL OR CARELESS DESTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATIONS. RESETTING OF MARKERS SHALL BE PERFORMED UNDER THE DIRECTION OF A COLORADO LICENSED PROFESSIONAL LAND SURVEYOR.
12. THE CONTRACTOR SHALL IMMEDIATELY REMOVE ANY CONSTRUCTION DEBRIS AND MUD TRACKED ONTO EXISTING ROADWAYS. THE CONTRACTOR SHALL REPAIR ANY EXCAVATION OR PAVEMENT FAILURES CAUSED BY THE CONSTRUCTION.
13. ALL DAMAGED EXISTING CURB, GUTTER, AND SIDEWALK SHALL BE REPAIRED PRIOR TO ACCEPTANCE OF COMPLETED IMPROVEMENTS.
14. THE TYPE, SIZE, LOCATION AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THESE CONSTRUCTION DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK PRIOR TO COMMENCING ANY NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE OF ANY UNKNOWN UNDERGROUND UTILITIES.
15. THE CONTRACTOR SHALL NOTIFY THE TOWN OF WINDSOR PUBLIC WORKS DEPARTMENT AT (970) 674-5400 AT LEAST 48 HOURS PRIOR TO INSTALLING A NEW SEWER SERVICE.
16. THE CONTRACTOR SHALL NOTIFY THE TOWN OF WINDSOR PUBLIC WORKS DEPARTMENT AT (970) 674-5400AT LEAST 48 HOURS PRIOR TO INSTALLING A NEW WATER SERVICE OR ABANDONING AN EXISTING WATER SERVICE.
17. THE TOWN OF WINDSOR SHALL NOT BE RESPONSIBLE FOR OPERATION, MAINTENANCE OR REPAIR OF STORM DRAINAGE FACILITIES LOCATED ON PRIVATE PROPERTY.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE SERVICES OF A QUALIFIED TESTING LABORATORY TO PERFORM ALL COMPACTION TESTING, ASPHALT TESTING, CONCRETE TESTING AND ANY OTHER TESTING AS MAY BE REQUIRED TO COMPLETE THE WORK. QUALITY CONTROL TEST RESULTS MUST BE SUBMITTED FOR ALL PHASES OF THIS PROJECT PER THE TOWN'S REQUIREMENTS.
19. THE CONTRACTOR SHALL MAINTAIN ONE (1) SET OF "REDLINED" PRINTS OF THE CONSTRUCTION PLANS. THE "REDLINED" PRINTS SHALL BE KEPT CURRENT TO ACCURATELY REPRESENT THE DIMENSIONS AND LOCATIONS OF ALL WORK PERFORMED BY THE CONTRACTOR. PRIOR TO FINAL PAYMENT, THE CONTRACTOR MUST PRESENT THE "REDLINED" PRINTS TO THE OWNER'S ENGINEER FOR PREPARATION OF A SET OF REPRODUCIBLE "RECORD DRAWINGS" WHICH SHALL BE SUBMITTED TO THE TOWN WITHIN 30 DAYS OF CONSTRUCTION ACCEPTANCE OF THE PROJECT BY THE TOWN.
20. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED LOT STAKING AND CONSTRUCTION STAKING. THE CONTRACTOR SHALL COORDINATE THROUGH THE OWNER'S DESIGNATED REPRESENTATIVE TO ASSURE THAT THE SURVEYOR IS GIVEN ADEQUATE NOTICE AND INSTRUCTION IN ORDER TO COMPLETE THE SURVEY REQUIREMENTS FOR THE VARIOUS PHASES OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF RE-SURVEYING REQUIRED DUE TO THE CONTRACTOR'S, OR SUBCONTRACTOR'S, ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COSTS ASSOCIATED WITH RESCHEDULING THE SURVEYOR TO ACCOMMODATE THE CONTRACTOR'S REQUESTS FOR UNSCHEDULED STAKING.
21. THE CONTRACTOR SHALL PROVIDE AND IMPLEMENT A "TRAFFIC CONTROL PLAN" RELATED TO ALL CONSTRUCTION ACTIVITIES FOR THIS PROJECT.
22. THE CONTRACTOR SHALL PERFORM ALL WORK ACCORDING TO ALL TOWN, COUNTY, STATE AND FEDERAL SAFETY AND HEALTH REGULATIONS. IN PARTICULAR, THE TRENCHING AND OPEN EXCAVATION OPERATIONS SHALL COMPLY WITH ALL CURRENT O.S.H.A. REGULATORY REQUIREMENTS.
23. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE STATE OF COLORADO PERMITTING PROCESS FOR "STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY." FOR INFORMATION CONTACT THE COLORADO DEPARTMENT OF HEALTH, WATER QUALITY CONTROL DIVISION, WQCD-P-B2, 4300 CHERRY CREEK DRIVE SOUTH, DENVER, COLORADO, 80246-1530. ATTENTION: PERMITS AND ENFORCEMENT SECTION. PHONE (303) 692-3500. A COPY OF THE CONTRACTOR'S PERMIT CERTIFICATION MUST BE SUBMITTED TO THE STORMWATER PROGRAM COORDINATOR.
24. WHEN DISCHARGING GROUNDWATER, ALL DEWATERING METHODS SHALL BE IN CONFORMANCE WITH ALL LAWS AND REGULATIONS OF THE STATE - INCLUDING OBTAINING A COLORADO DISCHARGE PERMIT SYSTEM PERMIT FOR CONSTRUCTION DEWATERING WASTEWATER DISCHARGE, IF APPLICABLE. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORMWATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK.
25. THE ENGINEER WHO HAS PREPARED THESE PLANS, BY EXECUTION AND/OR SEAL HEREON, DOES HEREBY AFFIRM RESPONSIBILITY TO THE TOWN OF WINDSOR, AS A BENEFICIARY OF SAID ENGINEER'S WORK, FOR ANY ERRORS AND OMISSIONS CONTAINED IN THESE PLANS, AND APPROVAL OF THESE PLANS SHALL NOT RELIEVE THE ENGINEER WHO HAS PREPARED THESE PLANS OF ANY SUCH RESPONSIBILITY.
26. THE CONTRACTOR SHALL HAVE A REGISTERED LAND SURVEYOR TIE OUT AND RESET ANY PROPERTY CORNERS OR SECTION CORNERS PLANNED TO BE DISTURBED BY CONSTRUCTION OF THIS PROJECT AND SHALL HAVE A REGISTERED LAND SURVEYOR REESTABLISH ANY PROPERTY CORNERS OR SECTION CORNERS INADVERTENTLY DISTURBED DURING CONSTRUCTION OF THIS PROJECT.

GRADING, EROSION AND SEDIMENT CONTROL NOTES

1. ANY LAND DISTURBANCE WITHIN THE LIMITS OF DISTURBANCE NOTED ON THIS PLAN BY ANY OWNER, DEVELOPER, BUILDER, CONTRACTOR, OR OTHER PERSON SHALL COMPLY WITH THE BEST MANAGEMENT PRACTICES REQUIREMENTS AND PROHIBITIONS NOTED IN THE USDCM: VOL. III STORMWATER QUALITY, CHAPTER 7.
2. NO CLEARING, GRADING, EXCAVATION, FILLING, OR OTHER LAND DISTURBING ACTIVITIES SHALL BE PERMITTED UNTIL SIGNOFF AND ACCEPTANCE OF THE GRADING, EROSION AND SEDIMENT CONTROL PLAN IS RECEIVED FROM TOWN ENGINEERING, AND AN INITIAL INSPECTION HAS BEEN COMPLETED.
3. THE INSTALLATION OF THE FIRST LEVEL OF TEMPORARY SEDIMENT AND EROSION CONTROL FACILITIES AND BMPS SHALL BE INSTALLED AND INSPECTED PRIOR TO ANY EARTH DISTURBANCE OPERATIONS TAKING PLACE.
4. SEDIMENT (MUD AND DIRT) TRANSPORTED ONTO A PUBLIC ROAD, REGARDLESS OF THE SIZE OF THE SITE, SHALL BE REMOVED AND PROPERLY DISPOSED OF IMMEDIATELY. POWER WASHING OF PAVEMENT IS NOT ALLOWED.
5. CONCRETE WASH WATER SHALL NOT BE ALLOWED TO RUNOFF TO STATE WATERS, INCLUDING GROUNDWATER AND ANY SURFACE OR SUBSURFACE STORM DRAINAGE SYSTEM OR FACILITIES. CONCRETE WASH WATER, AND WASTE WATER USED IN RINSING TOOLS USED FOR GROUT, MORTAR, SAW CUTTING, AND SIMILAR MATERIALS SHALL BE COLLECTED IN AN APPROVED WASH OUT AREA, REMOVED REGULARLY, AND DISPOSED OF APPROPRIATELY.
6. SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN FOURTEEN (14) CALENDAR DAYS AFTER FINAL GRADING OR FINAL EARTH DISTURBANCE HAS BEEN COMPLETED. DISTURBED AREAS AND STOCKPILES WHICH ARE NOT AT FINAL GRADE BUT WILL REMAIN DORMANT FOR LONGER THAN THIRTY (30) DAYS SHALL ALSO BE MULCHED WITHIN FOURTEEN (14) DAYS AFTER INTERIM GRADING. AN AREA THAT IS GOING TO REMAIN IN AN INTERIM DORMANT STATE FOR MORE THAN SIXTY (60) DAYS SHALL BE SEEDED AND MULCHED (CONDITIONS PERMITTING), OR AN APPROPRIATE SOIL BINDER SHALL BE APPLIED IF CONDITIONS DO NOT PERMIT SEED GERMINATION, WITHIN FOURTEEN (14) DAYS AFTER GRADING OPERATIONS CEASE. ALL TEMPORARY SOIL EROSION CONTROL MEASURES AND BMPS SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES ARE IMPLEMENTED.
7. THIS PLAN CONTAINS EROSION AND SEDIMENT CONTROL METHODS AND BEST MANAGEMENT PRACTICES (BMPS) TO BE USED DURING CONSTRUCTION. ADDITIONAL MEASURES AND BMPS MAY BE REQUIRED AS CONDITIONS CHANGE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE COMPLIANCE WITH FEDERAL, STATE AND TOWN OF WINDSOR REQUIREMENTS, AND THE STORMWATER PROGRAM COORDINATOR MUST BE NOTIFIED OF ANY MAJOR CHANGES.
8. ALL BMPS ARE TO BE MAINTAINED PER THE SPECIFICATIONS NOTED IN THIS PLAN. IF ANY SUBSTANTIAL DEVIATION FROM INSTALLATION/IMPLEMENTATION SPECIFICATIONS MAY BETTER SUIT A PARTICULAR APPLICATION, CONTACT THE STORMWATER PROGRAM COORDINATOR FOR APPROVAL BEFORE INSTALLATION, OR MAKING A CHANGE TO THE BMP OR ITS LOCATION.
9. SOILS EXPOSED BY LAND DISTURBING ACTIVITIES ON SLOPES SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING/DISKING ALONG CONTOURS TO PREVENT EROSION. TECHNIQUES SUCH AS SURFACE ROUGHENING AND/OR DUST SUPPRESSION WITH WATER TRUCKS SHALL BE USED TO MINIMIZE WIND EROSION.
10. ALL TEMPORARY BMPS MUST BE REMOVED FROM THE CONSTRUCTIONS SITE AND PROPERLY DISPOSED OF ONCE FINAL STABILIZATION IS ACHIEVED, EXCEPT BMPS WITH SPECIFICATIONS THAT ALLOW THE BMP TO REMAIN IN PLACE (I.E. BIO-DEGRADABLE BMPS).
11. UPON THE REQUEST TO CLOSE OUT THE GRADING, EROSION AND SEDIMENT CONTROL PERMIT, CONTRACTOR SHALL ENSURE THAT ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, BOTH ON AND OFF SITE, WILL HAVE A UNIFORM VEGETATIVE COVER ESTABLISHED, WITH ACCEPTABLE PLANTS, AND WITH AN INDIVIDUAL PLANT DENSITY OF AT LEAST 70 PERCENT OF PRE-DISTURBANCE LEVELS, OR EQUIVALENT PERMANENT PHYSICAL EROSION REDUCTION METHODS.

ENTITLEMENTS REVIEW ONLY NOT FOR CONSTRUCTION

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PROJECT NUMBER 22-C02
DOCUMENT PHASE: FOR REVIEW - INTERNAL

GENERAL NOTES
C-1
SHEET 2 OF X

THE BLUFFS AT FAIRPLAY- PUD

LOCATED IN PART OF THE SOUTHEAST ¼ OF SECTION 33, AND THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 77 WEST OF THE 6TH P.M., TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO

SANITARY SEWER CONSTRUCTION NOTES:

1. ALL CONSTRUCTION WORK TO BE ACCEPTED BY THE DISTRICT SHALL CONFORM TO THE FAIRPLAY SANITATION DISTRICT RULES AND REGULATIONS. FSD-APPX D(1)
2. CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. DIAL 811 FOR UNCC UTILITY LOCATES 48 HOURS PRIOR TO ANY EXCAVATION WORK. FSD-APPX D(2)
3. MAINTAIN A MINIMUM OF TEN (10) FEET HORIZONTAL CLEAR DISTANCE SEPARATION BETWEEN POTABLE WATER MAINS/SERVICES AND SANITARY SEWER MAINS/SERVICES. POTABLE WATER MAINS/SERVICES ARE TO BE LOCATED 18 INCHES MINIMUM ABOVE THE SANITARY SEWER MAINS/SERVICES. IF FIELD CONDITIONS VARY FROM THOSE SHOWN ON THESE PLANS AND THE SANITARY SEWER MAINS/SERVICES CANNOT BE LOCATED BELOW THE WATER MAIN/SERVICE, A CLEAR VERTICAL DISTANCE OF EIGHTEEN (18) INCHES BELOW CANNOT BE MAINTAINED, OR A MINIMUM TEN (10) FOOT HORIZONTAL SEPARATION CANNOT BE ACHIEVED, THE DISTRICT SHALL BE CONTACTED IMMEDIATELY TO REVIEW THE SITUATION. FSD-APPX D(3)
4. ALL SEWER SERVICE WYES AND TAPS SHALL BE STAKED BY A SURVEY CREW AND FURNISHED AND INSTALLED BY THE CONTRACTOR. THE CONTRACTOR SHALL FURNISH TO THE DISTRICT "AS-CONSTRUCTED" LOCATION OF TAPS. FSD-APPX D(4)
5. AT LEAST ONE (1) WEEK PRIOR TO THE START OF CONSTRUCTION, A PRE-CONSTRUCTION MEETING WILL BE HELD AT THE DISTRICT OFFICE AND ATTENDED BY THE CONTRACTOR AND REPRESENTATIVES OF THE DISTRICT AND OTHER APPROVING AGENCIES. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SCHEDULE THIS MEETING. FSD-APPX D(5)
6. SHOULD ANY VARIATIONS BEFORE OR DURING CONSTRUCTION TO THE SANITARY SEWER COLLECTION SYSTEM DESIGNS BE CONSIDERED, NOTICE MUST FIRST BE GIVEN TO THE DISTRICT TO DETERMINE IF IT NEEDS ACCEPTANCE BY THE DISTRICT. IF SO, A NEW PLAN SHALL BE DRAWN AND SUBMITTED TO THE DISTRICT FOR ACCEPTANCE BY THE DISTRICT 72 HOURS PRIOR TO CONSTRUCTION. FSD-APPX D(6)
7. THE CONTRACTOR SHALL HAVE IN HIS POSSESSION AT ALL TIMES ONE (1) SIGNED COPY OF THE PLANS WHICH HAVE BEEN APPROVED BY THE FAIRPLAY SANITATION DISTRICT. FSD-APPX D(7)
8. THE CONTRACTOR SHALL VERIFY EXISTING PIPE OR MANHOLE INVERTS AT TIE-IN POINTS PRIOR TO MAKING CONNECTIONS. FSD-APPX D(8)
9. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE FAIRPLAY SANITATION DISTRICT. THE FAIRPLAY SANITATION DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS RULES AND REGULATIONS. FSD-APPX D(9)

SANITARY SEWER INSTALLATION NOTES:

SEWER MAIN:

1. SANITARY SEWER COLLECTION MAINS SHALL BE SDR 35 PVC. FSD§4.4-PART 2(A.1)
2. THE ONLY ACCEPTABLE METHOD FOR LAYING SANITARY SEWER LINES SHALL BE WITH A LASER. FSD§4.3-PART 3(C.1)
3. BEGIN PIPE LAYING AT THE LOWEST POINT, UNLESS DIRECTED OTHERWISE BY THE DISTRICT, AND INSTALL THE PIPE WITH THE SPIGOT ENDS POINTING IN THE DIRECTION OF THE FLOW AND BELLS POINTING UPHILL. FSD§4.3-PART 3(C.2)
4. LAY THE PIPE TRUE TO LINE AND GRADE. FSD§4.3-PART 3(C.3)
5. AS EACH LENGTH OF PIPE IS PLACED IN THE TRENCH, THE JOINT SHALL BE COMPLETED IN ACCORDANCE WITH THE PIPE MANUFACTURER'S RECOMMENDATIONS. FSD §4.3-PART 3(C.4)
6. THE OFFSET BETWEEN THE INVERT SHALL BE LESS THAN 1% OF THE INSIDE PIPE DIAMETER. FSD§4.3-PART 3(C.5)
7. SECURE THE PIPE IN PLACE WITH THE SPECIFIED BEDDING MATERIAL TAMPED UNDER AND AROUND THE PIPE. DO NOT WALK ON SMALL DIAMETER PIPE OR OTHERWISE DISTURB ANY PIPING AFTER JOINTING HAS BEEN COMPLETED. FSD §4.3-PART 3(C.6)
8. ALL FOREIGN MATTER OR SOIL SHALL BE REMOVED FROM THE INSIDE OF THE PIPE BEFORE IT IS LOWERED INTO ITS POSITION IN THE TRENCH AND SHALL BE KEPT CLEAN AT ALL TIMES DURING AND AFTER LAYING. ALL OPENINGS ALONG THE LINE OF THE SEWER SHALL BE SECURELY CLOSED AND DURING SUSPENSION OF WORK AT ANY TIME SUITABLE PIPE PLUGS OR CLOSURES SHALL BE PLACED TO PREVENT WATER, SOIL OR OTHER MATERIALS FROM ENTERING THE PIPELINE. FSD§4.3-PART 3(C.7)
9. WHERE THE DEPTH OF PUBLIC SEWER MAIN IS LESS THAN EIGHT (8) FEET DEEP MEASURED FROM THE TOP OF THE PIPE TO THE FINISHED GROUND SURFACE, FOUR INCHES (4") OF BLUEBOARD INSULATION PROTECTION SHALL BE PROVIDED. FSD§4.3-PART 3(C.7)

SEWER SERVICE:

1. SANITARY SEWER COLLECTION SERVICES SHALL BE SDR 35 PVC. FSD§4.4-PART 2(A.1)
2. SANITARY SEWER SERVICE CONNECTIONS TO THE COLLECTION SYSTEM SHALL BE MADE WITH A WYE OR TAPPING SADDLE AND SHALL BE SEPARATED BY AT LEAST FIVE (5) FEET ALONG THE SEWER MAIN LENGTH INCLUDING CONNECTIONS ON THE OPPOSITE SIDE OF THE COLLECTION MAIN. FSD§4.3-PART 3(D.1)
3. CONNECT ALL SERVICE LINES TO MAINS WITH A WYE OR SADDLE IN THE TOP ONE-HALF OF THE SEWER MAIN. CONNECTIONS MADE IN THE LOWER HALF OR AT MID-POINT OF THE MAIN SHALL HAVE PRIOR APPROVAL OF THE DISTRICT AND MAY REQUIRE THE INSTALLATION OF A BACKFLOW PREVENTION DEVICE. FSD§4.3-PART 3(D.2)
4. CONNECTION OF SERVICE LINES TO MAINS SHALL ONLY BE ACCOMPLISHED WITH THE USE OF AN ACCEPTABLE TAPPING MACHINE OR HOLE SAW. WYE SADDLES WILL BE PERMITTED WHEN HOLES ARE CUT USING THE APPROPRIATE HOLE TEMPLATE AND THE CUTS ARE NO LARGER THAN ½" LARGER THAN TEMPLATE OUTLINE. FSD§4.3-PART 3(D.3)
5. PLUG ALL SERVICE LINES STUB OUTS WITH AN AIR CAP OR PLUG UNLESS THE SERVICE LINE WILL BE IMMEDIATELY CONNECTED TO A BUILDING SEWER. FSD§4.3-PART 3(D.4)
6. ALL BASEMENT DRAINS ARE REQUIRED TO HAVE A CHECK OR BACKFLOW VALVE. FSD§4.3-PART 3(D.5)
7. BUILDING SEWER SERVICES LESS THAN EIGHT (8) FEET DEEP IN SNOW REMOVAL AREAS SHALL BE INSTALLED WITH FOUR INCHES (4") OF BLUEBOARD INSULATION PROTECTION. FSD§4.3-PART 3(D.6)
8. FITTINGS, COUPLINGS, WYES, AND SADDLES FSD§4.3-PART 3(D.7)
   - 8.1. A. FITTINGS, COUPLINGS, WYES AND SADDLES SHALL BE THE SAME MATERIAL AS THE PIPELINE OR AS SPECIFICALLY MANUFACTURED FOR THE PARTICULAR INSTALLATION.
   - 8.2. JOINTING OF DISSIMILAR MATERIALS SHALL BE PERMITTED ONLY WITH APPROVAL OF THE DISTRICT REPRESENTATIVE. JOINTING OF SUCH DISSIMILAR MATERIALS SHALL BE THROUGH THE USE OF FITTINGS, COUPLINGS, WYES, SADDLES, ADAPTERS OR ADHESIVES SPECIFICALLY MANUFACTURED FOR SUCH TRANSITIONS.

MANHOLE INSTALLATION:

1. PROVIDE SEGMENTAL PRECAST CONCRETE BARREL SECTIONS A MAXIMUM OF FOUR FEET (4') IN LENGTH WITH PREFORMED FLEXIBLE GASKET MATERIAL BETWEEN EACH BARREL SECTION AS JOINTING MATERIAL. FSD§4.7-PART 3(A.1)
2. PROVIDE ONE, ONE FOOT (1') HIGH BARREL SECTION BENEATH A REDUCING RING OR CONE CAP TO BRING THE MANHOLE RING AND COVER TO WITHIN EIGHT INCHES (8") OF DESIRED GRADE. FSD§4.7-PART 3(A.2)
3. PROVIDE PRECAST CONCRETE TWO INCH (2") HIGH GRADE ADJUSTMENT RINGS TO THE RING AND COVER TO THE DESIRED GRADE. FSD§4.7-PART 3(A.3)
4. WHERE THE PIPELINE PASSES THROUGH A MANHOLE IN STRAIGHT ALIGNMENT WITHOUT CHANGING DIRECTIONS, THE SANITARY SEWER PIPE MAY BE LAID THROUGH THE MANHOLE BASE AND THE TOP OF THE PIPE CUT OUT AFTER A CAST-IN-PLACE CONCRETE BASE HAS BEEN INSTALLED. THE BOTTOM OF THE MANHOLE SHALL BE SMOOTHLY SHAPED TO CONFORM TO THE PIPE AS SHOWN ON THE CONSTRUCTION DETAILS. FSD§4.7-PART 3(A.4)
5. CONCRETE FLOORS IN THE MANHOLE SHALL HAVE A BROOM FINISH. FSD§4.7-PART 3(A.5)
6. WHERE INTERSECTING PIPELINES OR PIPELINES REQUIRING DEFLECTIONS AT MANHOLES REQUIRE THAT INVERTS ON THE MANHOLES BE SHAPED TO MATCH THE PIPE SECTIONS, SUCH CONSTRUCTION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE CONSTRUCTION DETAILS. FSD§4.7-PART 3(A.6)
7. FORM THE FLOWLINE CONFIGURATION OF INTERSECTION PIPES TO ALLOW FOR FREE UNINTERRUPTED FLOW OF SANITARY SEWERAGE THROUGH AND OUT OF THE MANHOLE. ALL CHANNEL INVERTS SHALL BE FINISHED SMOOTH BY STEEL TROWELING. ALL INVERTS SHALL BE PLACED AND FINISHED WITH A SINGLE POUR OF CAST-IN-PLACE CONCRETE. FSD§4.7-PART 3(A.7)
8. PLACEMENT OF GROUT AND/OR OTHER MATERIAL TO REPAIR AND/OR RESHAPE THE MANHOLE INVERT SHALL NOT BE PERMITTED UNLESS SPECIFICALLY APPROVED BY THE DISTRICT. FSD§4.7-PART 3(A.8)
9. CAST-IN-PLACE CONCRETE BASES FOR MANHOLES SHALL BE CONSTRUCTED IN A MANNER TO PROVIDE FOR A SMOOTH LEVEL SURFACE ON WHICH A VERTICAL BARREL SECTION SHALL BE PLACED. COMPLETELY WATERTIGHT JOINTS SHALL BE MADE UTILIZING PREFORMED FLEXIBLE GASKET MATERIAL OR A PRECAST CONCRETE BASE SECTION MAY BE UTILIZED. FSD§4.7-PART 3(A.9)
10. A MARKER POST SHALL BE PLACED A MINIMUM TWO (2) FEET, MAXIMUM THREE (3) FEET, BEHIND THE MANHOLE FACING THE STREET. FSD§4.7-PART 3(A.10)
11. INSTALL AN EXTERNAL DROP MANHOLE WHERE THE INVERT ELEVATION DIFFERENCE BETWEEN THE INVERT IN AND THE INVERT OUT IS TWENTY-FOUR INCHES (24") OR MORE. FSD§4.7-PART 3(A.11)

WATER INSTALLATION NOTES:

1. ALL WATERLINE MAINS SHALL BE DUCTILE IRON PIPE (DIP) WITH RESTRAINED JOINTS AND A MINIMUM 12 GAGE INSULATED TRACER WIRE. PWM§1-2.02(A)
2. ALL FIRE HYDRANT LINES SHALL BE 6" DIP, REFERENCE DETAIL W-4. PWM§3-3.04
3. MEGA LUGS WITH CORE BLUE BOLTS REQUIRED ON ALL FITTINGS. PWM§1-2.02(B)
4. ALL WATERLINES SHALL BE BURIED A MINIMUM OF 8 FEET BELOW FINISHED GRADE. PWM§1-3.02(A)
5. WHEN WATER MAINS ARE TO BE LOCATED UNDERNEATH STORM DRAINS, CULVERTS OR ANY OTHER SUBMERGED AIR SPACE, THE REQUIRED DEPTH OF BURY SHALL BE 8 FEET DEEPER THAN CROSSING ELEVATION. THIS IS NECESSARY TO ENSURE THAT THE WATER LINE IS BEYOND THE FROST DEPTH ASSOCIATED WITH THE STORM DRAIN CULVERT, ETC. IN SOME CASES, THE TOWN ENGINEER MAY ALLOW INSULATION IN PLACE OF INCREASED DEPTH WHERE WATER LINES CROSS UNDER ONE OF THE ABOVE. OF THE RATIO THAT 1 INCH OF INSULATION IS EQUAL TO 1 FOOT OF BURY. PWM§1-3.02(B)
6. ALL EXISTING UTILITIES ARE APPROXIMATELY SHOWN AND LOCATIONS NEED TO BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
7. NO TREE(S) SHALL BE LOCATED WITHIN 10 FEET OF FACILITIES.
8. CLEAN ALL PIPE, FITTINGS, VALVES AND RELATED MATERIALS THOROUGHLY OF ALL FOREIGN MATERIAL. INSPECT FOR CRACKS, FLAWS, OR OTHER DEFECTS PRIOR TO INSTALLATION. MARK ALL DEFECTIVE, DAMAGED OR UNSOUND MATERIALS WITH BRIGHT MARKING CRAYONS OR PAINT AND REMOVE FROM JOB SITE. OF PARTICULAR CONCERN SHOULD BE THE GASKET GROOVE IN THE PIPE BELL. ALL SPURS, EXCESS PAINT, AND ANY OTHER DEFECTS WITHIN THE GASKET GROOVE SHALL BE EITHER REMOVED OR REPAIRED, OR THE PIPE SHALL BE DEEMED UNACCEPTABLE. PWM§1-3.03
9. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT ANY CONSTRUCTION DEBRIS FROM ENTERING THE WATER LINES DURING CONSTRUCTION OF WATER LINES AND APPURTENANCES. IF DEBRIS SHALL ENTER THE DISTRIBUTION SYSTEM, THE CONTRACTOR SHALL FURNISH ALL LABOR AND MATERIALS NECESSARY TO CLEAN THE SYSTEM. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR FLUSH THE DEBRIS INTO AN EXISTING DISTRIBUTION SYSTEM. PWM§1-3.03
10. ALL MAIN LINE CONNECTIONS BETWEEN EXISTING AND PROPOSED PIPING SHALL BE MADE DURING NONBUSINESS HOURS OR AT A TIME WHICH IS ACCEPTABLE TO THE TOWN. ALL SHUT-OFFS SHALL BE PLANNED 72 HOURS IN ADVANCE AND ALL PERSONS AFFECTED BY THE SHUT-OFF SHALL BE GIVEN A 24-HOUR NOTICE. SPECIAL CIRCUMSTANCES MAY EXIST CALLING FOR EVENING OR WEEKEND SHUTOFFS. SHUTOFFS WILL NOT BE ALLOWED ON FRIDAYS OR WEEKENDS OR HOLIDAYS UNLESS PRE-APPROVED. TAKE ALL PRECAUTIONS TO PREVENT CONTAMINATION WHEN MAKING CONNECTIONS TO EXISTING POTABLE WATER LINES. NO TRENCH WATER, MUD, OR OTHER CONTAMINATING SUBSTANCES SHALL BE PERMITTED TO ENTER THE PIPELINE. PWM§1-3.08
11. WATER LINES SHALL BE LOCATED A MINIMUM OF 10 FEET HORIZONTALLY FROM EXISTING OR PROPOSED SEWER MAINS. WHEREVER THE SEWER LINE CROSSES ABOVE OR WITHIN 18 INCHES BENEATH THE WATER LINES, THE SEWER LINE SHALL BE MADE IMPERVIOUS BY THE FOLLOWING METHOD LISTED BELOW ALSO REFER TO DETAIL W11. PWM§1-3.08
12. CONCRETE THRUST BLOCKS SHALL BE PROVIDED AS SHOWN IN DETAIL W-7 FOR ALL TEES, ELBOWS, PLUGS, REDUCERS, VALVES, FIRE HYDRANTS, AND CROSSES IF ONE OR MORE SIDES OF THE CROSS ARE PLUGGED. THE BEARING AREA OF THE BLOCK SHALL BE AT LEAST EQUAL TO THAT STATED ON THE ATTACHMENT. THE BEARING SURFACE SHALL BE AGAINST UNDISTURBED EARTH, THE BLOCK SHALL BE PLACED NORMAL TO THE THRUST AS SHOW ON THE DRAWINGS. CONCRETE FOR THRUST BLOCKS SHALL HAVE A 28 DAY 4,000 PSI COMPRESSIVE STRENGTH. (NOTE: NO OTHER MATERIALS OTHER THAN CONCRETE MAY BE USED IN THRUST BLOCKS AND READY MIX OR BAGGED CONCRETE IS NOT ALLOWED). PWM§1-3.09
   - 12.1. IF THE CONCRETE HAS NOT HAD SUFFICIENT TIME TO CURE (E.G., RESTORING WATER SERVICE), THE CONTRACTOR SHALL BE REQUIRED TO USE TEMPORARY BRACING FOR ADDED STRENGTH. USE OF ADDITIONAL WOOD BRACING WILL HELP PREVENT FITTING AND VALVES FROM LEAKING OR "BLOWING OFF" WHEN WATER PRESSURE IS RESTORED TO THE MAIN LINE.
   - 12.2. WHENEVER A CONCRETE THRUST BLOCK IS PLACED, WOOD OR PLASTIC SHEETS SHALL BE USED TO PREVENT CONCRETE FROM ADHERING TO NUTS AND BOLTS. ANY CONCRETE SPLATTERING ONTO A NUT OR BOLT WILL BE REMOVED BEFORE THE LINE IS BACKFILLED.
13. ELECTRICAL TRACING WIRE SHALL BE REQUIRED ON ALL WATER MAINS. THE WIRE SHALL BE TAPED TO THE TOP OF THE PIPE AT 10 FOOT INTERVALS TO PREVENT DISLOCATION OF THE WIRE DURING BACKFILLING. THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE AT ALL VALVES AND FIRE HYDRANTS. THE WIRE SHALL BE EXTENDED TOWARDS THE GROUND ON THE OUTSIDE OF THE VALVE BOX UNTIL THE WIRE IS WITHIN 4 INCHES OF THE TOP OF THE LID, AT WHICH POINT IT SHALL BE BROUGHT BACK INSIDE THE BOX AND SECURELY FASTENED. SUFFICIENT SLACK IN THE OUTSIDE OF THE WIRE SHALL BE PROVIDED TO COMPENSATE FOR ANY FUTURE ADJUSTMENT TO THE VALVE BOX. THE TRACER WIRE SHALL BE CONTINUITY TESTED PRIOR TO ACCEPTANCE OF THE PIPELINE. PWM§1-3.10
14. UNDERGROUND MARKING TAPE SHALL BE A 3 INCH WIDTH DETECTABLE MARKING TAPE, WITH A MINIMUM 5.0 MIL OVERALL THICKNESS. TAPE SHALL BE MANUFACTURED USING A 0.8 MIL CLEAR VIRGIN POLYPROPYLENE FILM, REVERSE PRINTED AND LAMINATED TO A 0.35 MIL SOLID ALUMINUM FOIL CORE, AND THEN LAMINATED TO A 3.75 MIL CLEAR VIRGIN POLYETHYLENE FILM. TAPE SHALL BE PRINTED USING A DIAGONALLY STRIPED DESIGN FOR MAXIMUM VISIBILITY, AND MEET THE APWA COLOR-CODE STANDARD FOR IDENTIFICATION OF BURIED UTILITIES. PWM§1-3.10
15. WATER SERVICE PIPES SHALL BE TYPE K SOFT OR HDPE OF EQUAL INSIDE DIAMETER (ID) TO TYPE K COPPER. IF HDPE IS USED, TRACER WIRE MUST BE USED WITH SERVICE LINE. PWM§2-2.01
   - 15.1. ¾" SERVICES LINES REQUIRED FOR ALL SINGLE-FAMILY AND DUPLEX BUILDINGS AS WELL AS THE CLUBHOUSE.
   - 15.2. 1" SERVICE LINES REQUIRED FOR ALL 4-UNIT TOWNHOME BUILDINGS.
   - 15.3. 1½" SERVICE LINES REQUIRED FOR ALL APARTMENT BUILDINGS.

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PROJECT NUMBER 22-C92
DOCUMENT DATE: 12/15/2022 5:00:00 PM
DOCUMENT PHASE: FOR REVIEW - INTERNAL

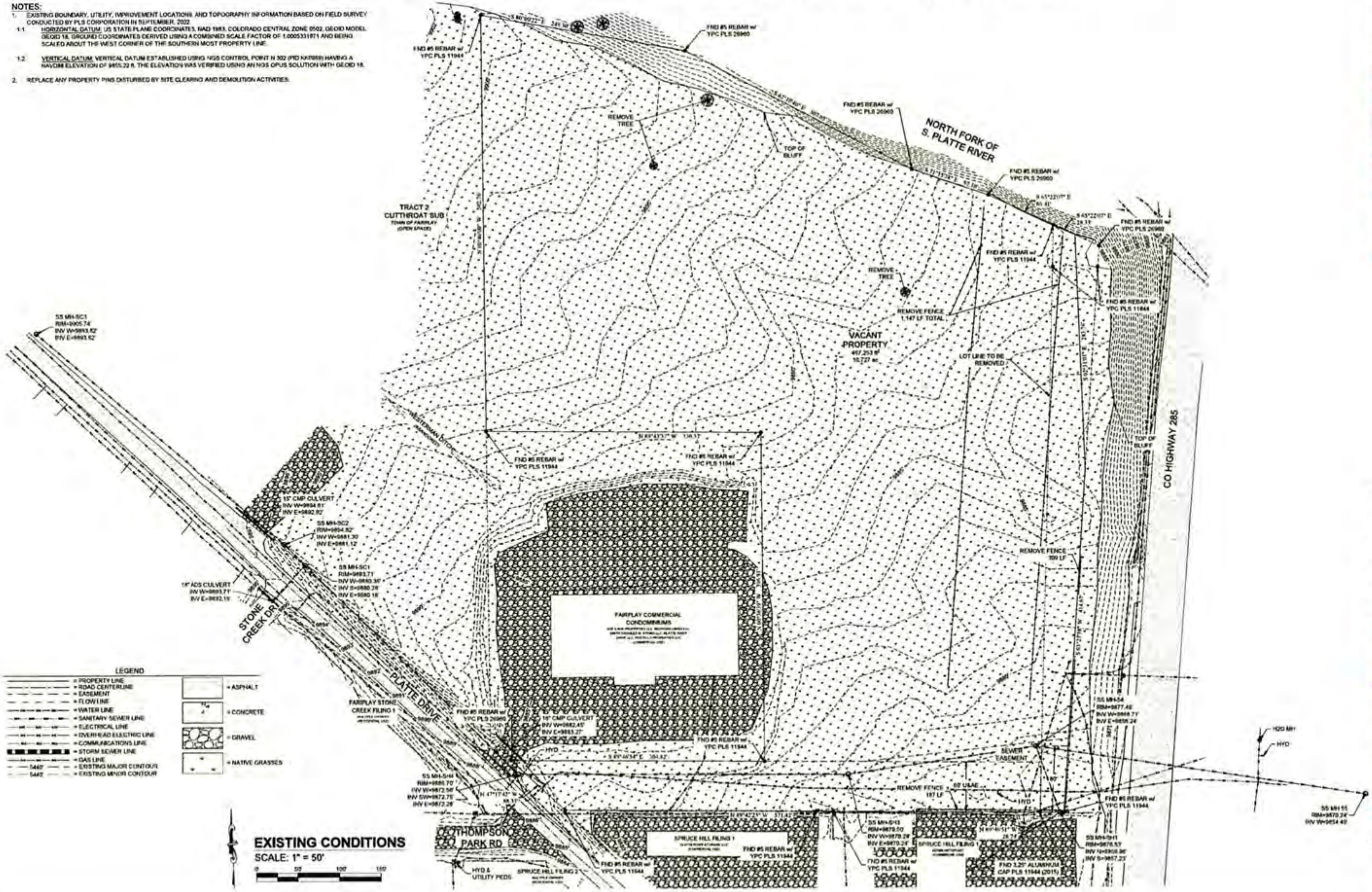
GENERAL NOTES
C-2
SHEET 3 OF X

THE BLUFFS AT FAIRPLAY- PUD

LOCATED IN PART OF THE SOUTHEAST ¼ OF SECTION 33, AND THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 77 WEST OF THE 6TH P.M., TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO

NOTES:

1. EXISTING BOUNDARY, UTILITY, IMPROVEMENT LOCATIONS AND TOPOGRAPHY INFORMATION BASED ON FIELD SURVEY CONDUCTED BY PLS CORPORATION IN SEPTEMBER, 2022.
   1.1. HORIZONTAL DATUM: US STATE PLANE COORDINATES, NAD 1983, COLORADO CENTRAL ZONE 0502, GEOID MODEL GEOID 18, GROUND COORDINATES DERIVED USING A COMBINED SCALE FACTOR OF 1.0005331871 AND BEING SCALED ABOUT THE WEST CORNER OF THE SOUTHERN MOST PROPERTY LINE.
   1.2. VERTICAL DATUM: VERTICAL DATUM ESTABLISHED USING NGS CONTROL POINT N 302 (PID KK0959) HAVING A NAVD88 ELEVATION OF 9855.22 ft. THE ELEVATION WAS VERIFIED USING AN NGS OPUS SOLUTION WITH GEOID 18.
2. REPLACE ANY PROPERTY PINS DISTURBED BY SITE CLEARING AND DEMOLITION ACTIVITIES.



EXISTING CONDITIONS
SCALE: 1" = 50'

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PROJECT NUMBER 22-C92
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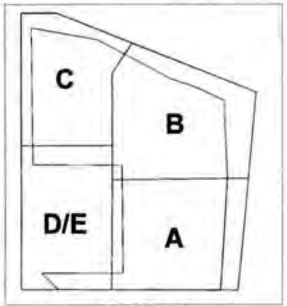
EXISTING CONDITIONS
C-3
SHEET 4 OF X

THE BLUFFS AT FAIRPLAY- PUD

LOCATED IN PART OF THE SOUTHEAST ¼ OF SECTION 33, AND THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 77 WEST OF THE 6TH P.M., TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO



PLAN KEY

SITE PARKING COUNT
- 9'x18' REGULAR SPACES = 260
- ADA SPACES = 7 (w/ 2 VAN ACCESSIBLE PER ADA § 208.2)
- TOTAL SPACES PROVIDED = 267

RESIDENTIAL AREA COVERAGE
- BUILDINGS
  - SINGLE-FAMILY = 11 @ 720 ft²/bldg
  - DUPLEX = 24 @ 1,050 ft²/bldg
  - TOWNHOMES = 7 @ 2,260 ft²/bldg
  - APARTMENTS = 2 @ 10,400 ft²/bldg
  - SELF-STORAGE = 4 @ 750 ft²/bldg
  - TRASH ENCLOSURE = 12 @ 208 ft²/bldg
  - CLUB HOUSE = 2,000 ft²

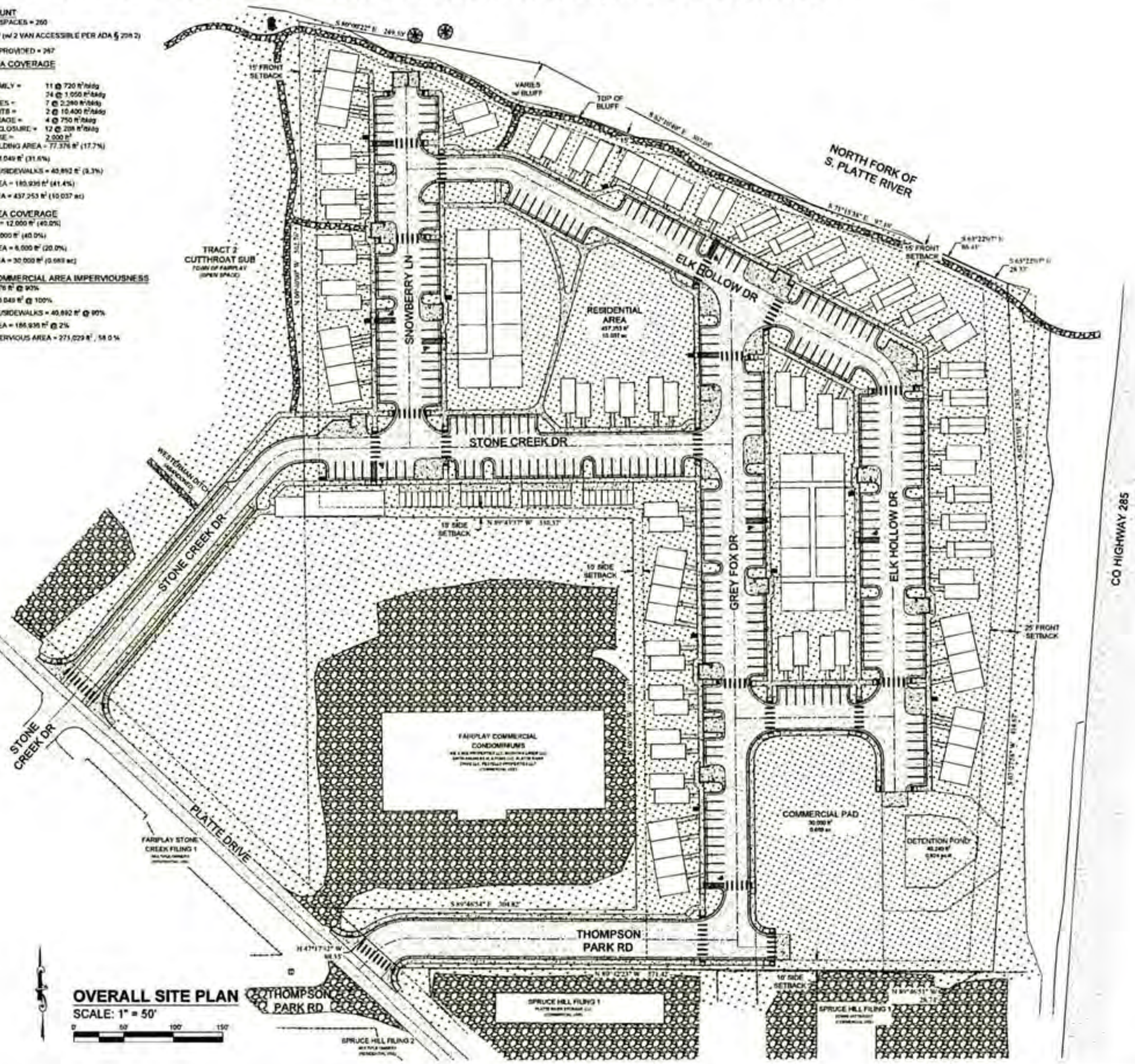
  TOTAL BUILDING AREA = 77,376 ft² (17.7%)
- PAVEMENT = 138,049 ft² (31.6%)
- SITE CONCRETE/SIDEWALKS = 40,892 ft² (9.3%)
- LANDSCAPE AREA = 180,936 ft² (41.4%)
  - TOTAL AREA = 437,253 ft² (10.037 ac)

COMMERCIAL AREA COVERAGE
- BUILDING AREA = 12,000 ft² (40.0%)
- PAVEMENT = 12,000 ft² (40.0%)
- LANDSCAPE AREA = 6,000 ft² (20.0%)
  - TOTAL AREA = 30,000 ft² (0.689 ac)

RESIDENTIAL + COMMERCIAL AREA IMPERVIOUSNESS
- BUILDING = 89,376 ft² @ 90%
- PAVEMENT = 150,049 ft² @ 100%
- SITE CONCRETE/SIDEWALKS = 40,892 ft² @ 90%
- LANDSCAPE AREA = 186,936 ft² @ 2%
  - TOTAL IMPERVIOUS AREA = 271,029 ft², 58.0%

SITE PLAN NOTES:

1. EXISTING BOUNDARY, UTILITY, IMPROVEMENT LOCATIONS, AND TOPOGRAPHY INFORMATION BASED ON FIELD SURVEY CONDUCTED BY FLB CORPORATION IN SEPTEMBER, 2022.
   - 1.1. HORIZONTAL DATUM: US STATE PLANE COORDINATES, NAD 1983, COLORADO CENTRAL ZONE 0502, GEOID MODEL GEOID 18. GROUND COORDINATES DERIVED USING A COMBINED SCALE FACTOR OF 1.000331971 AND BEING SCALED ABOUT THE WEST CORNER OF THE SOUTHERN MOST PROPERTY LINE.
   - 1.2. VERTICAL DATUM: VERTICAL DATUM ESTABLISHED USING NGS CONTROL POINT N 302 (PID KK0898) HAVING A NAVD88 ELEVATION OF 9993.22 ft. THE ELEVATION WAS VERIFIED USING AN NGS OPUS SOLUTION WITH GEOID 18.
   - 1.3. REPLACE ANY PROPERTY PINS DISTURBED BY SITE CLEARING AND DEMOLITION ACTIVITIES.
2. COORDINATE DRY UTILITY SERVICE CONSTRUCTION WITH UTILITY PROVIDER.
3. REFERENCE GENERAL NOTES ON SHEET C-1 & C-2 FOR ADDITIONAL TOWN OF FAIRPLAY REQUIREMENTS.
4. EARTHWORK RECOMMENDATIONS PER GEOTECHNICAL ENGINEERING REPORT FOR THE BLUFFS AT FAIRPLAY BY BEST ENGINEERING SOLUTIONS AND TECHNOLOGIES, PROJECT No. 22-1066, DATED MAY 24, 2002.
   - 4.1. IMPORT MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO IMPORTING TO THE SITE.
   - 4.2. REMOVE THE TOP 6" OF VEGETATED TOP SOIL FROM AREAS TO RECEIVE FILL, SITE CONCRETE, OR PAVEMENT. TOP SOIL SHOULD BE DISCARDED FROM THE SITE OR REUSED IN LANDSCAPE AREAS.
   - 4.3. SCARIFY ALL EXPOSED AREAS A MINIMUM OF 8", CONDITION TO NEAR OPTIMUM MOISTURE CONTENT, AND COMPACT.
   - 4.4. MOISTURE CONDITION AND COMPACT ALL FILL IN VERTICAL LIFTS NOT TO EXCEED 10 INCHES.
   - 4.5. PLACE 6" LAYER OF AGGREGATE BASE COURSE BELOW ALL SITE CONCRETE.
   - 4.6. COMPACTION REQUIREMENTS:
     - 4.6.1. MINIMUM DENSITY = 95% OF STANDARD PROCTOR, ASTM D698 (90% IN LANDSCAPED AREAS)
     - 4.6.2. MOISTURE CONTENT
       - 4.6.2.1. COHESIVE SOILS = ±2% OF OPTIMUM
       - 4.6.2.2. NON-COHESIVE SOILS = ±3% OF OPTIMUM
5. PERFORM SOILS COMPACTION TESTING;
   - 5.1. FOR FOUNDATION AND TRENCH BACKFILL EVERY 1 FOOT LIFT AND 25 LINEAR FEET. A MINIMUM OF TWO TESTS PER LIFT OR SIDE OF FOUNDATION SHALL BE PERFORMED.
   - 5.2. FOR SUBGRADE AND BASE COURSE UNDER PAVEMENT AND SITE CONCRETE TEST EACH AT A MINIMUM OF 50 LINEAR FEET.
   - 5.3. PROVIDE THIRD PARTY COMPACTION TESTING REPORTS TO THE CIVIL ENGINEER WITHIN 48 HOURS OF PLACING FILL OR BACKFILL. TJ HEUPEL, tj@asherarch.com.
6. GENERAL SITE CONCRETE REQUIREMENTS;
   - 6.1. READY MIXED CONCRETE SHALL BE TESTED FOR COMPLIANCE AT TIME OF PLACEMENT WITH THE PARAMETERS BELOW OR SUPPLIER SPECIFICATIONS.
   - 6.2. ONLY NON-CALCIUM ADMIXTURES ALLOWED FOR USE ON PROJECT.
   - 6.3. REFERENCE ACI 306 FOR COLD WEATHER CONCRETE REQUIREMENTS.
   - 6.4. MIN. 28 DAY COMPRESSIVE STRENGTH = 4,000 PSI
   - 6.5. ALLOWABLE SLUMP RANGE = 3" - 5"
   - 6.6. ENTRAINED AIR CONTENT = 5% - 7%, EXTERIOR CONCRETE
7. ALL EXCAVATIONS MUST FOLLOW OSHA SAFETY STANDARDS.
8. PROVIDE THIRD PARTY TESTING REPORTS TO THE TOWN OF FAIRPLAY FOR ALL EXCAVATIONS WITHIN PUBLIC RIGHT-OF-WAY.
9. PROVIDE MATERIAL SUBMITTALS AND TESTING REPORTS TO THE CIVIL ENGINEER. ALLOW FOR ONE WEEK OF REVIEW FOR SUBMITTALS.



OVERALL SITE PLAN
SCALE: 1" = 50'
0 50' 100' 150'

LEGEND

- PROPERTY LINE
- PARKING STRIPING
- ROAD CENTERLINE
- EASEMENT
- FENCE
- FLOWLINE
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- WATER LINE
- SANITARY SEWER LINE
- ELECTRICAL LINE
- OVERHEAD ELECTRIC LINE
- COMMUNICATIONS LINE
- STORM SEWER LINE
- GAS LINE
- ASPHALT
- CONCRETE
- GRAVEL
- LANDSCAPE AREA

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OVERALL SITE PLAN
C-4
SHEET 5 OF X

THE BLUFFS AT FAIRPLAY- PUD

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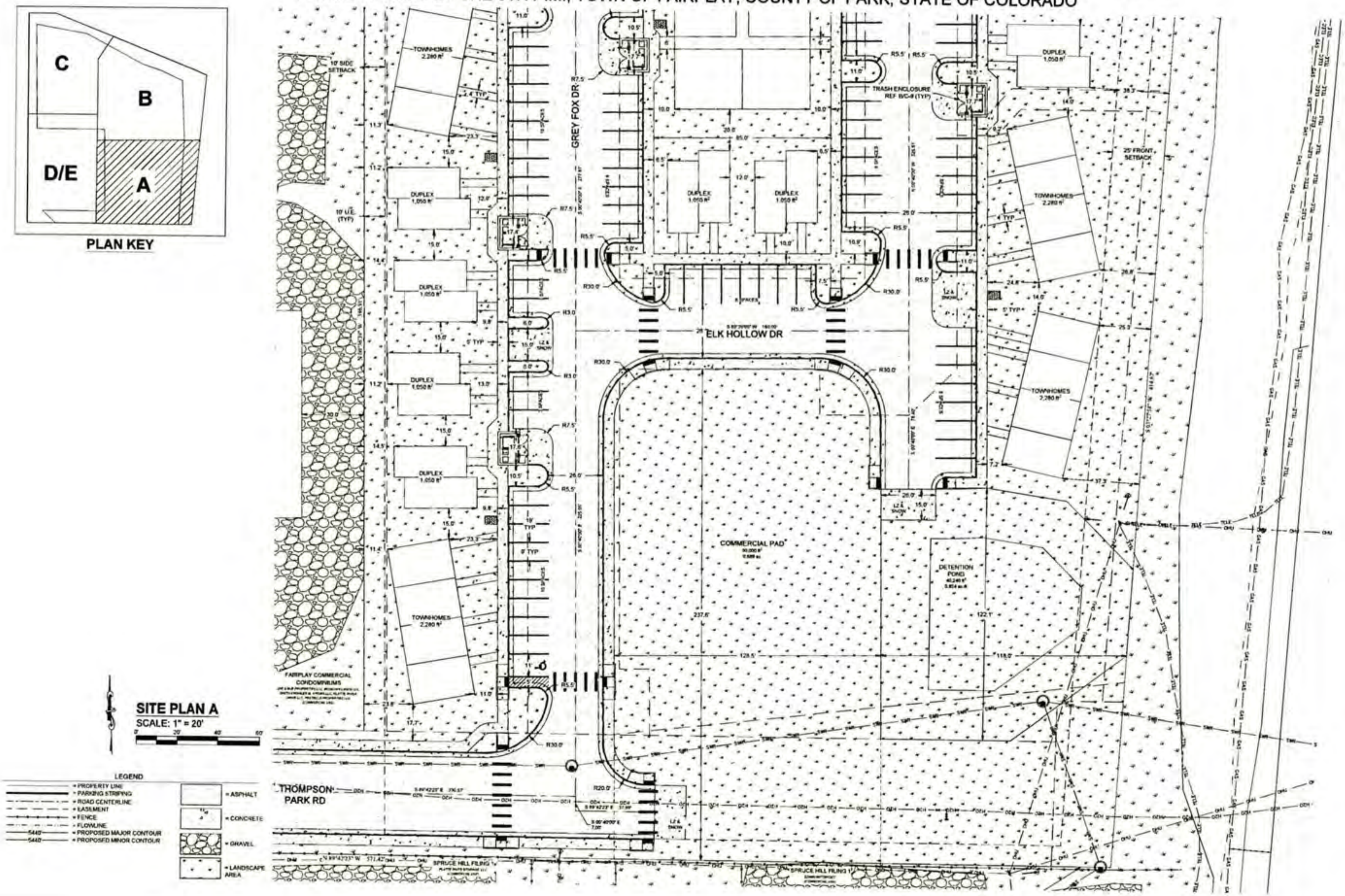

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SITE PLAN A

C-5

SHEET 6 OF X

THE BLUFFS AT FAIRPLAY- PUD

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SITE PLAN B

C-6

SHEET 7 OF X

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THE BLUFFS AT FAIRPLAY- PUD

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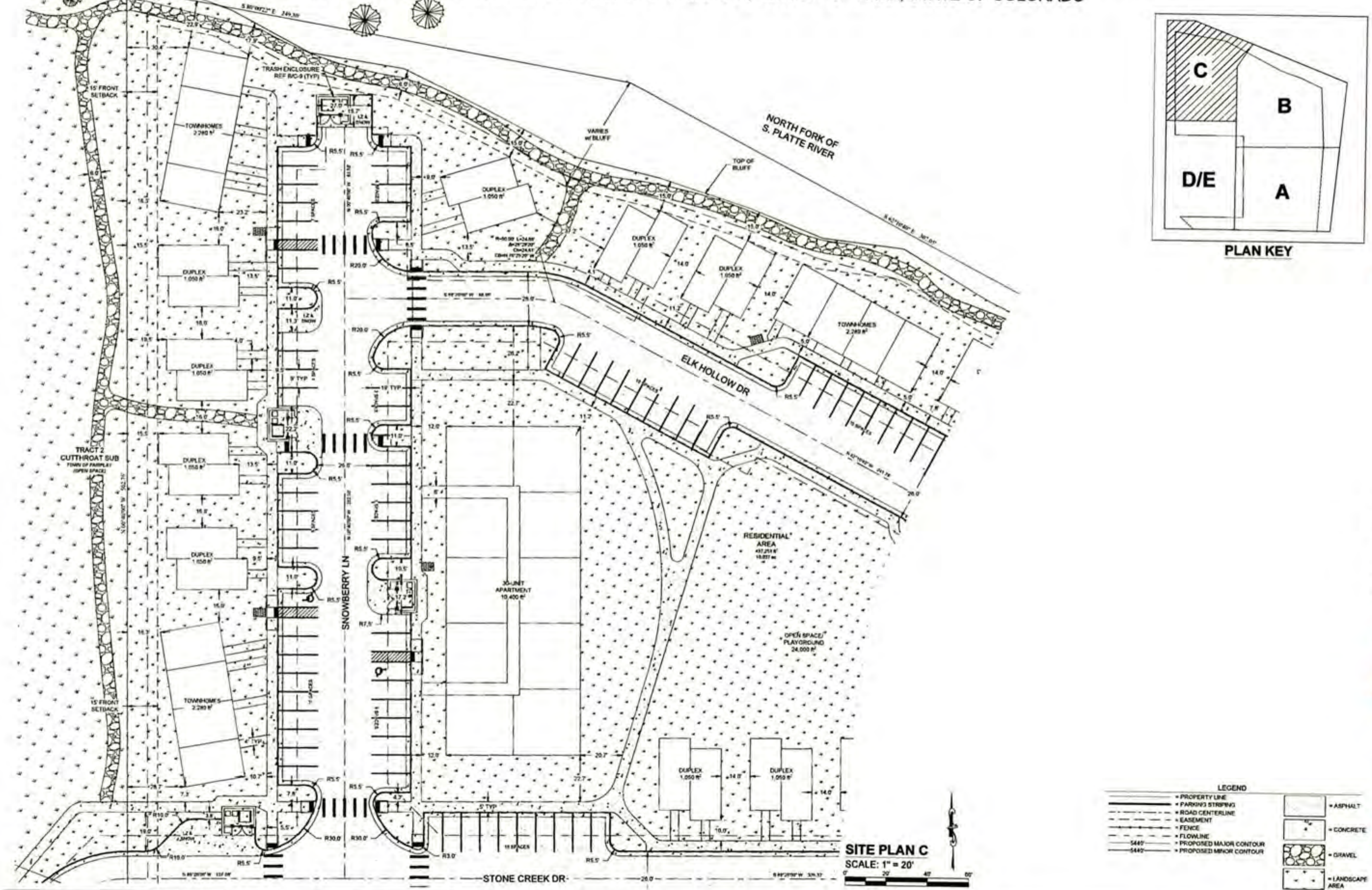

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SITE PLAN
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C-7
SHEET 8 OF X

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800620 39 of 51
4/3/2023 4:03 PM R$263.00 D$0.00
Milena Kassel Park County

THE BLUFFS AT FAIRPLAY- PUD

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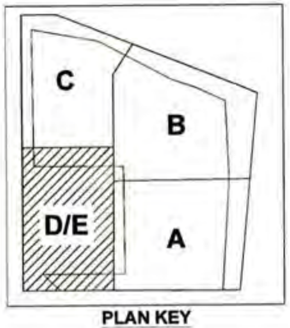

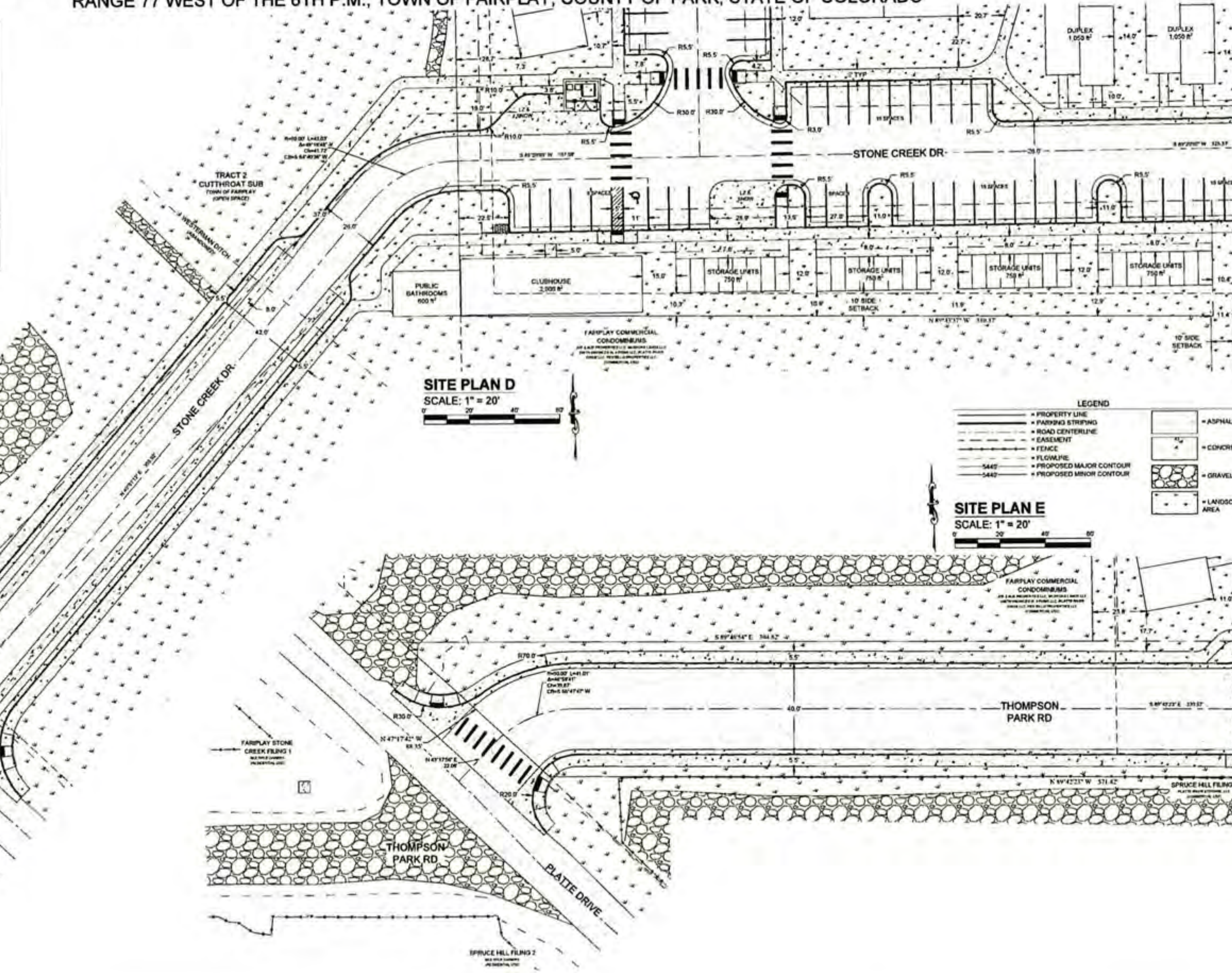

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SITE PLAN D/E
C-8
SHEET 9 OF X

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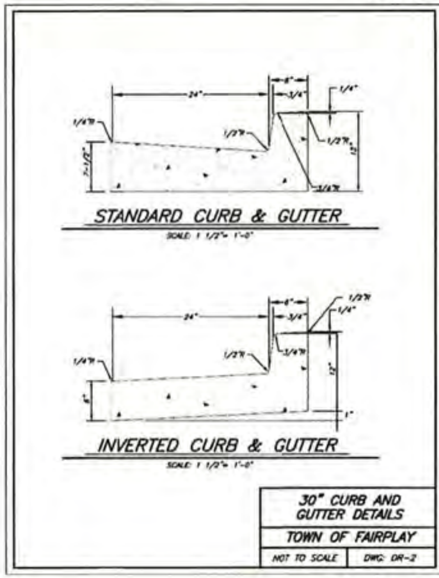
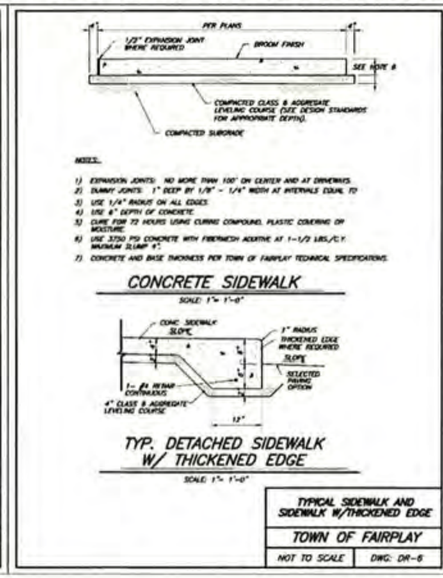
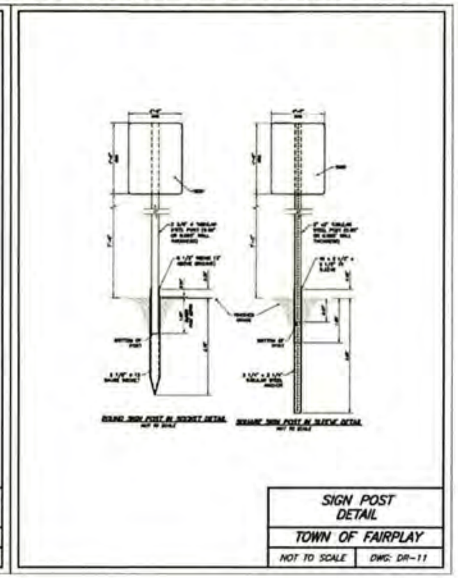
800620
40 of 51
4/3/2023 4:03 PM
R$263.00 D$0.00
Milena Kassel
Park County

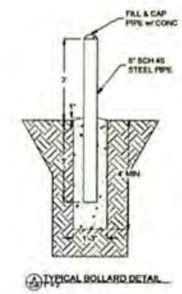
THE BLUFFS AT FAIRPLAY- PUD

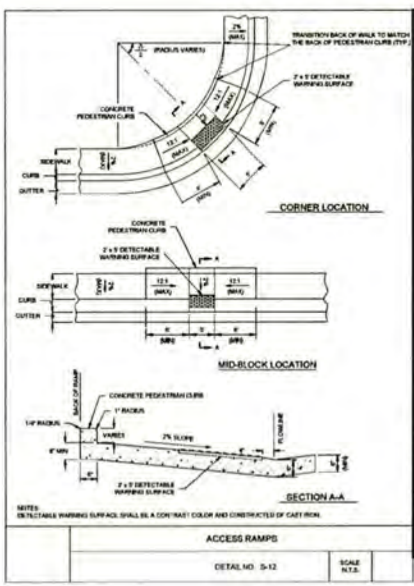
LOCATED IN PART OF THE SOUTHEAST ¼ OF SECTION 33, AND THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 77 WEST OF THE 6TH P.M., TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO

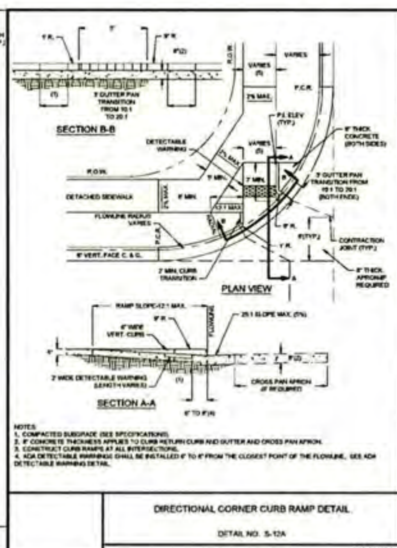


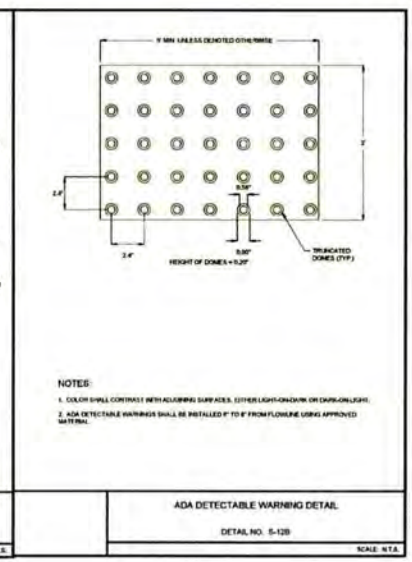


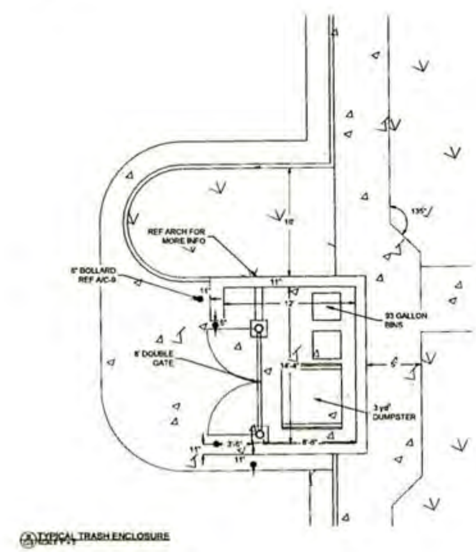












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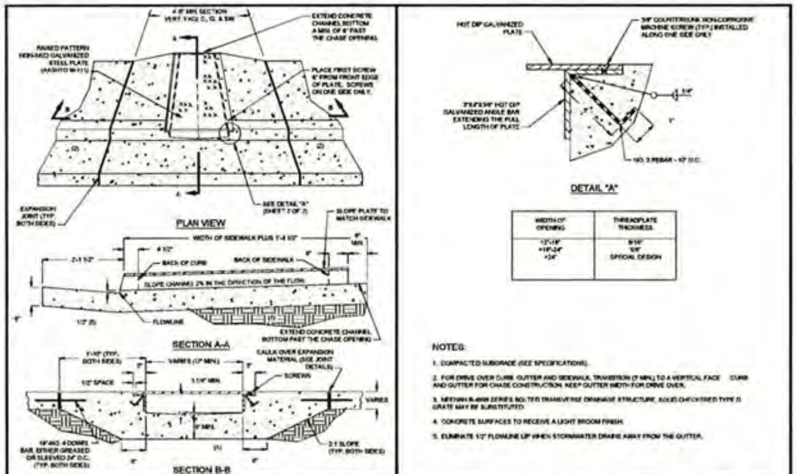
Platte Drive
Fairplay, CO 80440
SE ¼, S33 & SW ¼ S34, T 9 S, R 77 W

PROJECT NUMBER 23-C02
DOCUMENT PHASE:
FOR REVIEW - INTERNAL

SITE DETAILS
C-9
SHEET 10 OF X

THE BLUFFS AT FAIRPLAY- PUD

LOCATED IN PART OF THE SOUTHEAST ¼ OF SECTION 33, AND THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 77 WEST OF THE 6TH P.M., TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO



SIDEWALK CHASE FOR ATTACHED SIDEWALK SHEET 1 OF 2	SIDEWALK CHASE FOR ATTACHED SIDEWALK SHEET 2 OF 2
DETAIL NO. 8-23-A	DETAIL NO. 2-23-A
SCALE: N.T.S.	SCALE: N.T.S.

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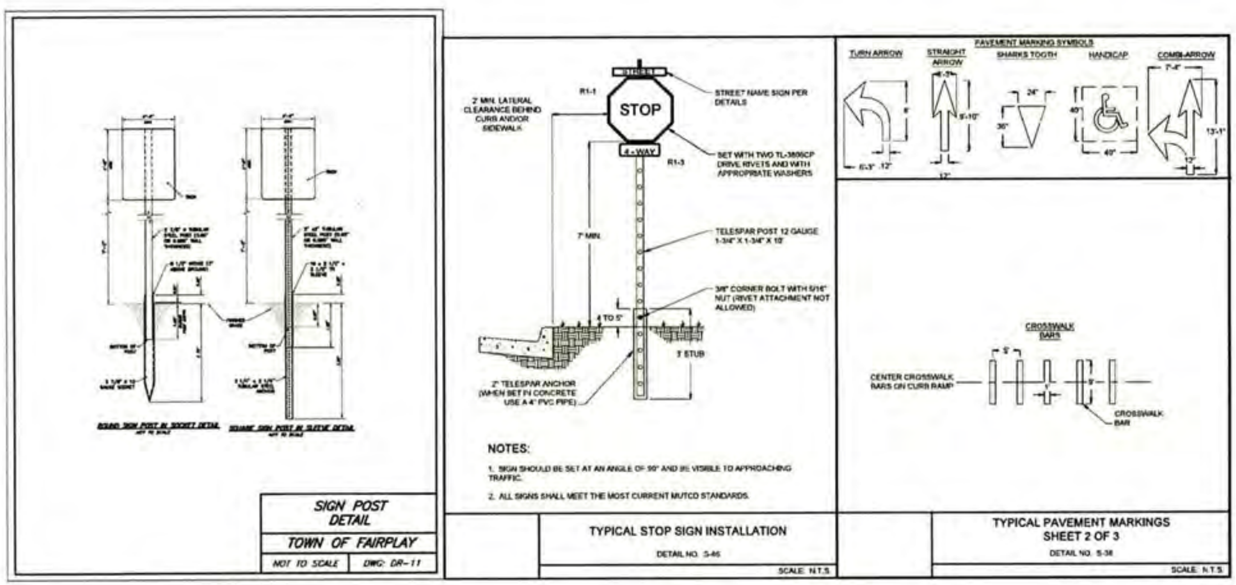
PROJECT NUMBER 22-C93
DOCUMENT DATE: 12/15/2022
DOCUMENT PHASE: FOR REVIEW - INTERNAL

SITE DETAILS
C-10
SHEET 11 OF X

THE BLUFFS AT FAIRPLAY- PUD

LOCATED IN PART OF THE SOUTHEAST ¼ OF SECTION 33, AND THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 77 WEST OF THE 6TH P.M., TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO



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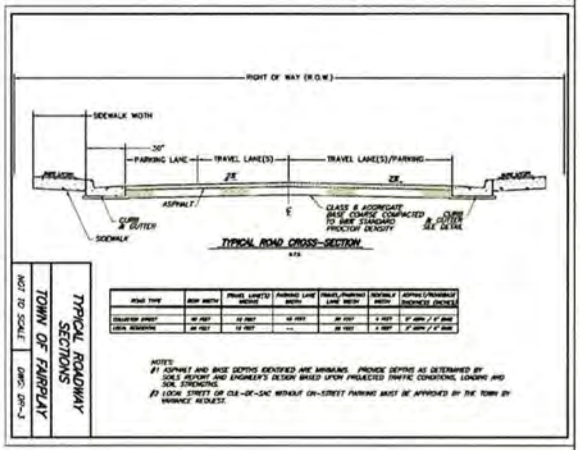
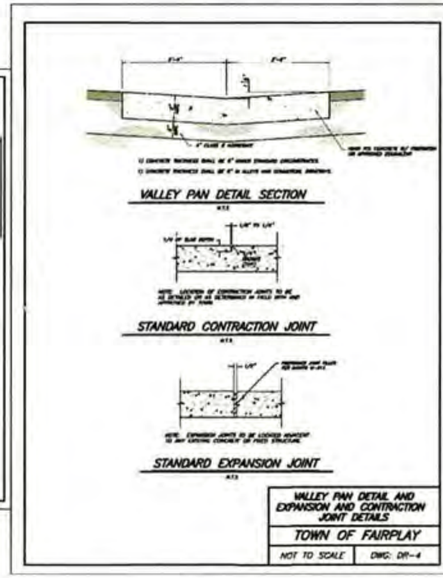
DOCUMENT PHASE: FOR REVIEW - INTERNAL

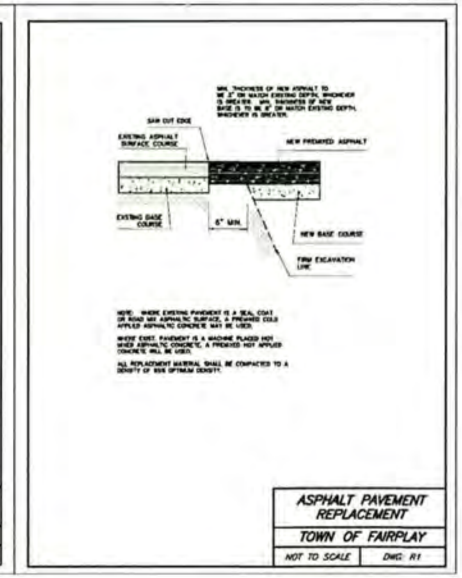
SITE DETAILS
C-11
SHEET 12 OF X

THE BLUFFS AT FAIRPLAY- PUD

LOCATED IN PART OF THE SOUTHEAST ¼ OF SECTION 33, AND THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 77 WEST OF THE 6TH P.M., TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO







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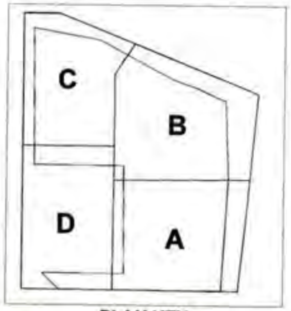
PROJECT NUMBER 22-C93
DOCUMENT DATE:
DOCUMENT PHASE:
FOR REVIEW - INTERNAL

SITE DETAILS
C-12
SHEET 13 OF X

THE BLUFFS AT FAIRPLAY- PUD

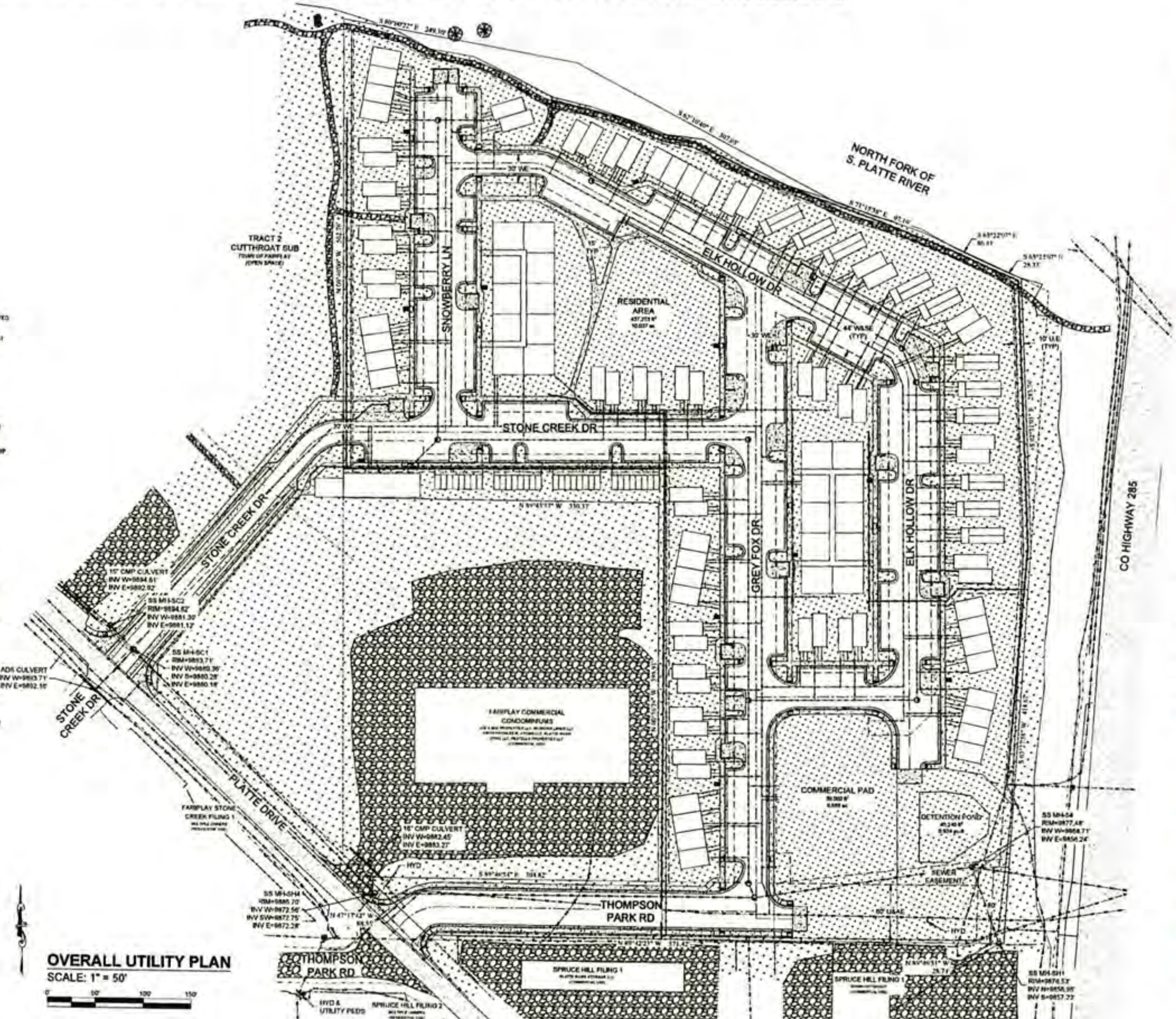
LOCATED IN PART OF THE SOUTHEAST ¼ OF SECTION 33, AND THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 77 WEST OF THE 6TH P.M., TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO



PLAN KEY

UTILITY PLAN NOTES:

1. EXISTING BOUNDARY, UTILITY, IMPROVEMENT LOCATIONS, AND TOPOGRAPHY INFORMATION BASED ON FIELD SURVEY CONDUCTED BY PLS CORPORATION IN SEPTEMBER, 2022.
   1.1. HORIZONTAL DATUM: US STATE PLANE COORDINATES, NAD 1983, COLORADO CENTRAL ZONE 0502, GEOID MODEL GEOID 18. GROUND COORDINATES DERIVED USING A COMBINED SCALE FACTOR OF 1.000523 AND BEING SCALED ABOUT THE WEST CORNER OF THE SOUTHERN MOST PROPERTY LINE.
   1.2. VERTICAL DATUM: VERTICAL DATUM ESTABLISHED USING NGS CONTROL POINT # 302 HAVING A NAVD88 ELEVATION OF 9855.21 ft. THE ELEVATION WAS VERIFIED USING AN NGS OPUS SOLUTION WITH GEOID 18.
   1.3. REPLACE ANY PROPERTY PINS DISTURBED BY SITE CLEARING AND DEMOLITION ACTIVITIES.
2. COORDINATE DRY UTILITY SERVICE CONSTRUCTION WITH UTILITY PROVIDER.
3. REFERENCE GENERAL NOTES ON SHEET C-1 & C-2 FOR ADDITIONAL TOWN OF FAIRPLAY REQUIREMENTS.
4. EARTHWORK RECOMMENDATIONS PER GEOTECHNICAL ENGINEERING REPORT FOR THE BLUFFS AT FAIRPLAY BY BEST ENGINEERING SOLUTIONS AND TECHNOLOGIES, PROJECT No. 22-1066, DATED MAY 24, 2002.
   4.1. IMPORT MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO IMPORTING TO THE SITE.
   4.2. REMOVE THE TOP 6" OF VEGETATED TOP SOIL FROM AREAS TO RECEIVE FILL, SITE CONCRETE, OR PAVEMENT. TOP SOIL SHOULD BE DISCARDED FROM THE SITE OR REUSED IN LANDSCAPE AREAS.
   4.3. SCARIFY ALL EXPOSED AREAS A MINIMUM OF 8", CONDITION TO NEAR OPTIMUM MOISTURE CONTENT, AND COMPACT.
   4.4. MOISTURE CONDITION AND COMPACT ALL FILL IN VERTICAL LIFTS NOT TO EXCEED 10 INCHES.
   4.5. PLACE 6" LAYER OF AGGREGATE BASE COURSE BELOW ALL SITE CONCRETE.
   4.6. COMPACTION REQUIREMENTS:
      4.6.1. MINIMUM DENSITY = 95% OF STANDARD PROCTOR, ASTM D698 (90% IN LANDSCAPED AREAS)
      4.6.2. MOISTURE CONTENT
         4.6.2.1. COHESIVE SOILS = ±2% OF OPTIMUM
         4.6.2.2. NON-COHESIVE SOILS = ±3% OF OPTIMUM
5. PERFORM SOILS COMPACTION TESTING;
   5.1. FOR FOUNDATION AND TRENCH BACKFILL EVERY 1 FOOT LIFT AND 25 LINEAR FEET. A MINIMUM OF TWO TESTS PER LIFT OR SIDE OF FOUNDATION SHALL BE PERFORMED.
   5.2. FOR SUBGRADE AND BASE COURSE UNDER PAVEMENT AND SITE CONCRETE TEST EACH AT A MINIMUM OF 50 LINEAR FEET.
   5.3. PROVIDE THIRD PARTY COMPACTION TESTING REPORTS TO THE CIVIL ENGINEER WITHIN 48 HOURS OF PLACING FILL OR BACKFILL. TJ HEUPEL, tj@asherarch.com
6. GENERAL SITE CONCRETE REQUIREMENTS;
   6.1. READY MIXED CONCRETE SHALL BE TESTED FOR COMPLIANCE AT TIME OF PLACEMENT WITH THE PARAMETERS BELOW OR SUPPLIER SPECIFICATIONS.
   6.2. ONLY NON-CALCIUM ADMIXTURES ALLOWED FOR USE ON PROJECT.
   6.3. REFERENCE ACI 306 FOR COLD WEATHER CONCRETE REQUIREMENTS.
   6.4. MIN. 28 DAY COMPRESSIVE STRENGTH = 4,000 PSI
   6.5. ALLOWABLE SLUMP RANGE = 3" - 5"
   6.6. ENTRAINED AIR CONTENT = 5% - 7%, EXTERIOR CONCRETE
7. ALL EXCAVATIONS MUST FOLLOW OSHA SAFETY STANDARDS.
8. PROVIDE THIRD PARTY TESTING REPORTS TO THE TOWN OF FAIRPLAY FOR ALL EXCAVATIONS WITHIN PUBLIC RIGHT-OF-WAY.
9. PROVIDE MATERIAL SUBMITTALS AND TESTING REPORTS TO THE CIVIL ENGINEER. ALLOW FOR ONE WEEK OF REVIEW FOR SUBMITTALS.



LEGEND
= PROPERTY LINE
= PARKING STRIPING
= ROAD CENTERLINE
= EASEMENT
= FENCE
= FLOWLINE
= WATER LINE
= SANITARY SEWER LINE
= ELECTRICAL LINE
= OVERHEAD ELECTRIC LINE
= COMMUNICATIONS LINE
= STORM SEWER LINE
= GAS LINE
= ASPHALT
= CONCRETE
= GRAVEL
= LANDSCAPE AREA

OVERALL UTILITY PLAN
SCALE: 1" = 50'

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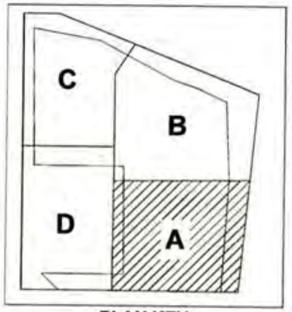
FOR REVIEW - INTERNAL

OVERALL UTILITY PLAN
C-13
SHEET 14 OF X

4/3/2023 4:03 PM
R$263.00 D$0.00
Milena Kassel
Park County

THE BLUFFS AT FAIRPLAY- PUD

LOCATED IN PART OF THE SOUTHEAST ¼ OF SECTION 33, AND THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 77 WEST OF THE 6TH P.M., TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO



PLAN KEY

UTILITY PLAN NOTES:

1. EXISTING BOUNDARY, UTILITY, IMPROVEMENT LOCATIONS, AND TOPOGRAPHY INFORMATION BASED ON FIELD SURVEY CONDUCTED BY PLS CORPORATION IN SEPTEMBER, 2022.
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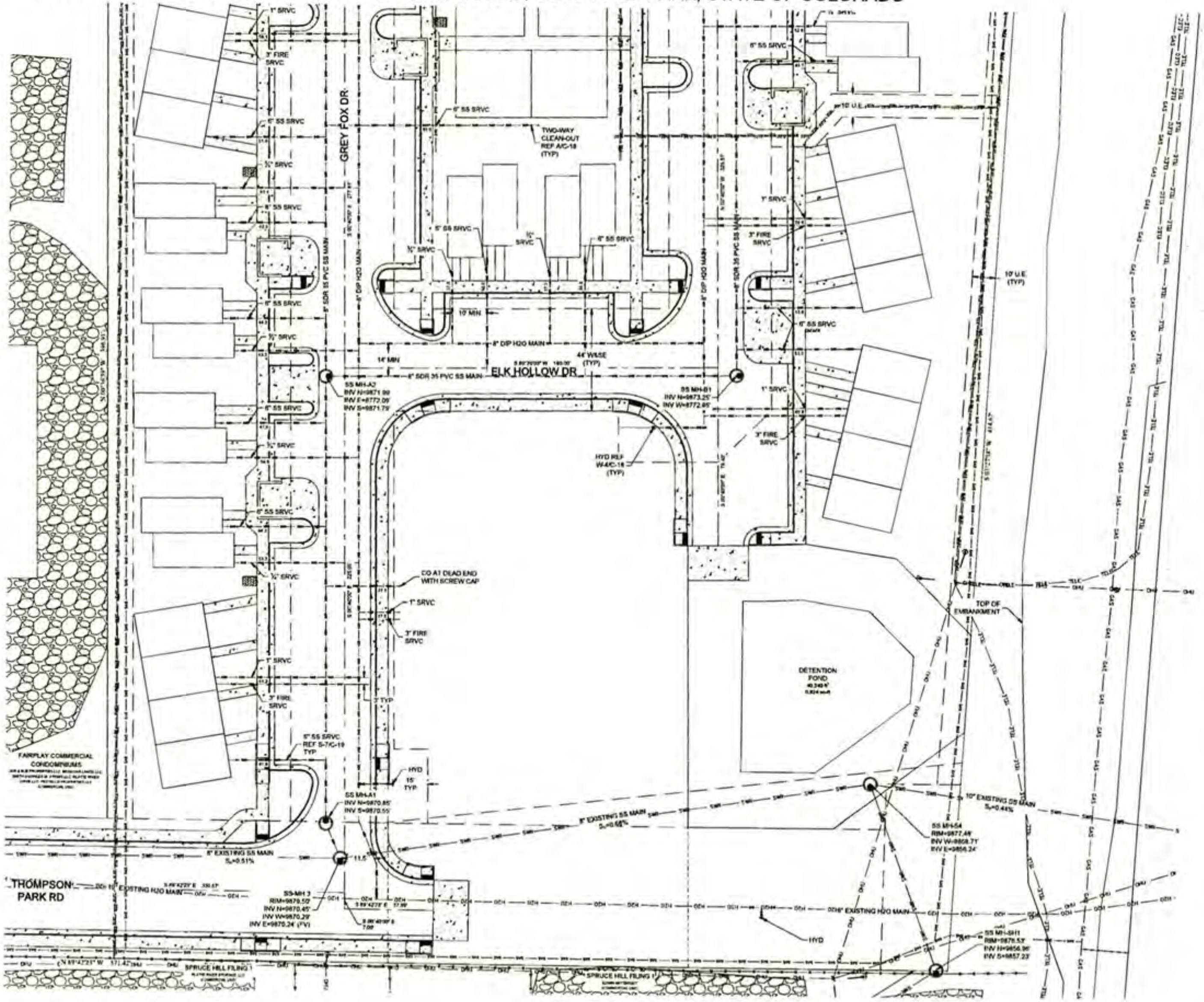
   - 1.2. VERTICAL DATUM: VERTICAL DATUM ESTABLISHED USING NGS CONTROL POINT # [illegible] HAVING A NAVD88 ELEVATION OF [illegible] ft. THE ELEVATION WAS VERIFIED USING AN NGS OPUS SOLUTION WITH GEOID 18.
   - 1.3. REPLACE ANY PROPERTY PINS DISTURBED BY SITE CLEARING AND DEMOLITION ACTIVITIES.
2. COORDINATE DRY UTILITY SERVICE CONSTRUCTION WITH UTILITY PROVIDER.
3. REFERENCE GENERAL NOTES ON SHEET C-1 & C-2 FOR ADDITIONAL TOWN OF FAIRPLAY REQUIREMENTS.
4. DOMESTIC WATER SERVICE METERS MUST BE PLACED INSIDE THE BUILDING BEING SERVED AND PROTECTED FROM FREEZING.



UTILITY PLAN A

SCALE: 1" = 20'

LEGEND

- PROPERTY LINE
- PARKING STRIPING
- ROAD CENTERLINE
- EASEMENT
- FENCE
- FLOWLINE
- WATER LINE
- SANITARY SEWER LINE
- ELECTRICAL LINE
- OVERHEAD ELECTRIC LINE
- COMMUNICATIONS LINE
- STORM SEWER LINE
- GAS LINE
- ASPHALT
- CONCRETE
- GRAVEL
- LANDSCAPE AREA

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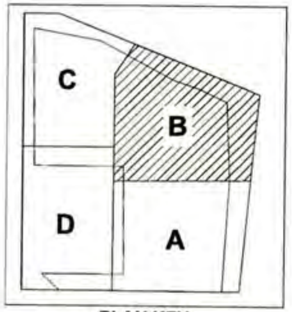
PROJECT NUMBER 22-C52
DOCUMENT DATE 12/15/2022
DOCUMENT PHASE: FOR REVIEW - INTERNAL

UTILITY PLAN A
C-14
SHEET 15 OF X

THE BLUFFS AT FAIRPLAY- PUD

LOCATED IN PART OF THE SOUTHEAST ¼ OF SECTION 33, AND THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 77 WEST OF THE 6TH P.M., TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO



PLAN KEY

UTILITY PLAN NOTES:

1. EXISTING BOUNDARY, UTILITY, IMPROVEMENT LOCATIONS, AND TOPOGRAPHY INFORMATION BASED ON FIELD SURVEY CONDUCTED BY PLS CORPORATION IN SEPTEMBER, 2022.
   - 1.1. HORIZONTAL DATUM: US STATE PLANE COORDINATES, NAD 1983, COLORADO CENTRAL ZONE 0502 GEOID MODEL GEOID 18. GROUND COORDINATES DERIVED USING A COMBINED SCALE FACTOR OF 1.000[illegible] AND BEING SCALED ABOUT THE WEST CORNER OF THE SOUTHERN MOST PROPERTY LINE.
   - 1.2. VERTICAL DATUM: VERTICAL DATUM ESTABLISHED USING NGS CONTROL POINT [illegible] HAVING A NAVD88 ELEVATION OF [illegible] ft. THE ELEVATION WAS VERIFIED USING AN NGS OPUS SOLUTION WITH GEOID 18.
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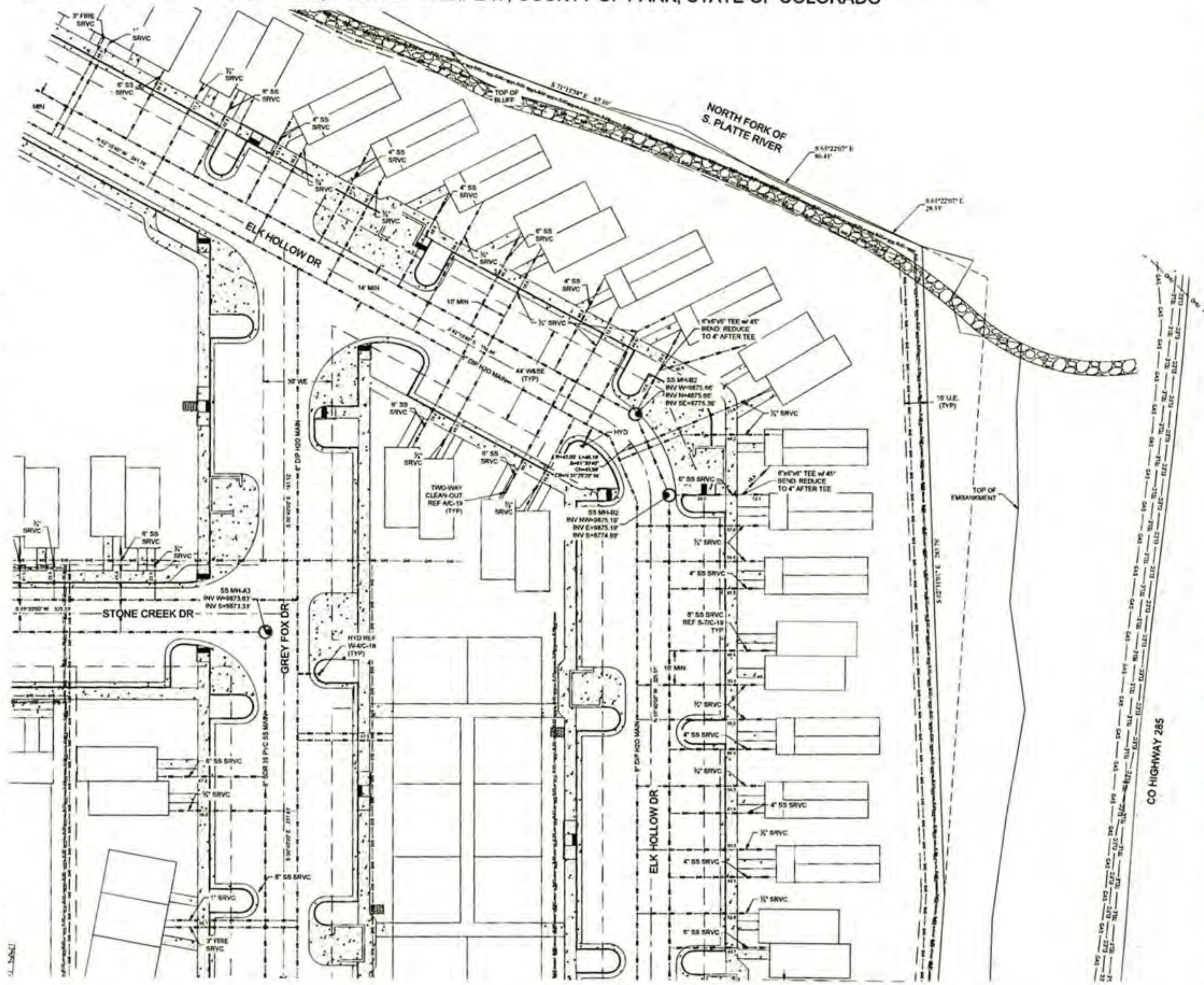
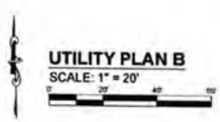
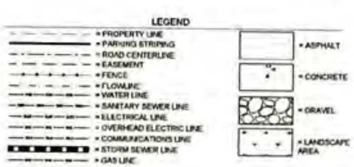
4. DOMESTIC WATER SERVICE METERS MUST BE PLACED INSIDE THE BUILDING BEING SERVED AND PROTECTED FROM FREEZING.





UTILITY PLAN B
SCALE: 1" = 20'



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PROJECT NUMBER 22-C82
DOCUMENT DATE:
DOCUMENT PHASE:
FOR REVIEW - INTERNAL

DRAWN BY: DATE: CHECKED BY: DATE:
REV DATE DESCRIPTION

UTILITY PLAN B
C-15
SHEET 16 OF X

THE BLUFFS AT FAIRPLAY- PUD

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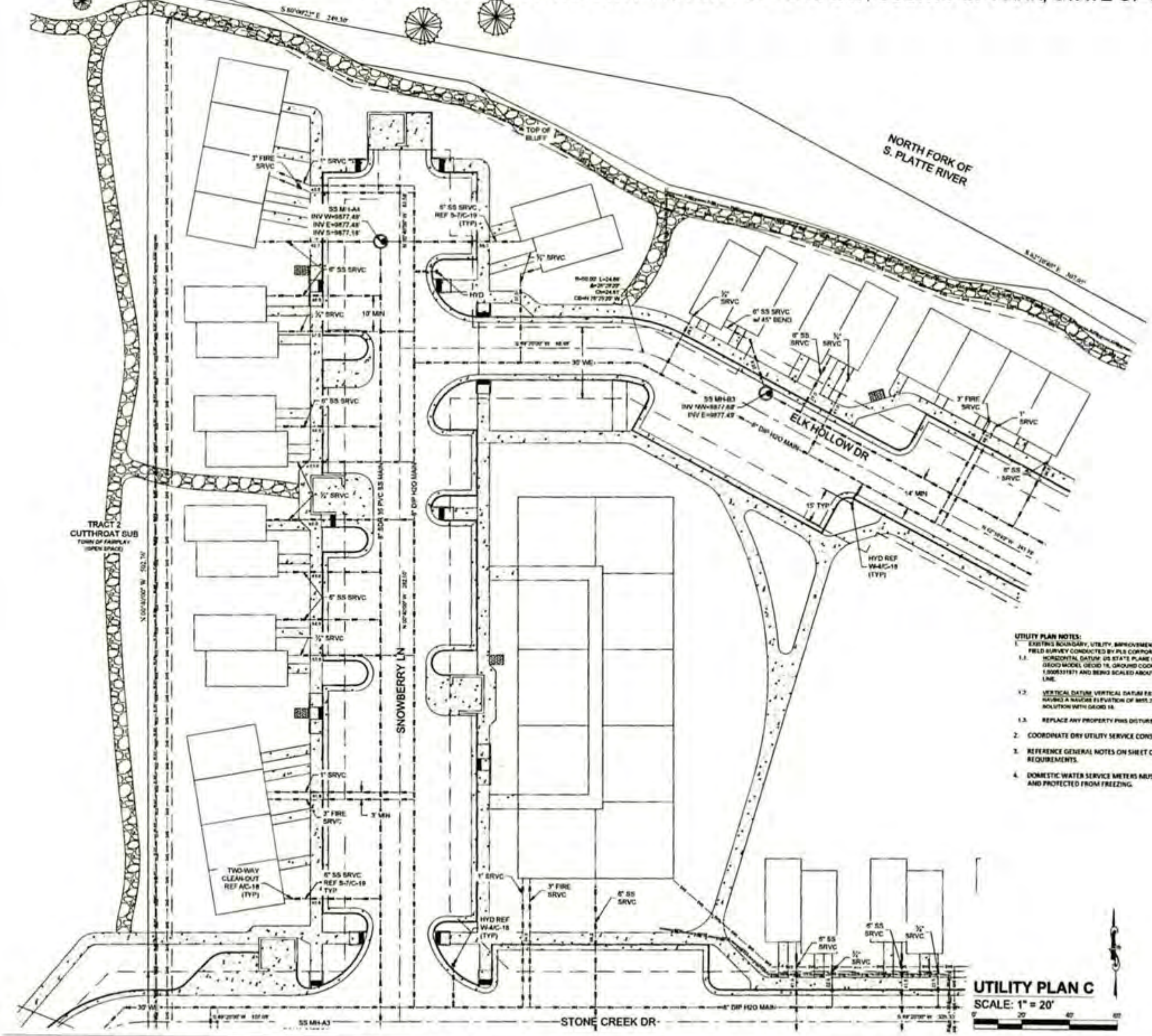
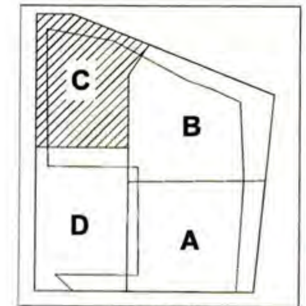


UTILITY PLAN C

SCALE: 1" = 20'



PLAN KEY

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   1.2. VERTICAL DATUM: VERTICAL DATUM ESTABLISHED USING NGS CONTROL POINT # 302 (PID KXXXXX) HAVING A NAVD88 ELEVATION OF 9955.22 ft. THE ELEVATION WAS VERIFIED USING AN NGS OPUS SOLUTION WITH GEOID 18.
   1.3. REPLACE ANY PROPERTY PINS DISTURBED BY SITE CLEARING AND DEMOLITION ACTIVITIES.
2. COORDINATE DRY UTILITY SERVICE CONSTRUCTION WITH UTILITY PROVIDER.
3. REFERENCE GENERAL NOTES ON SHEET C-1 & C-2 FOR ADDITIONAL TOWN OF FAIRPLAY REQUIREMENTS.
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LEGEND

- = PROPERTY LINE
- = PARKING STRIPING
- = ROAD CENTERLINE
- = EASEMENT
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- = WATER LINE
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- = GAS LINE
- = ASPHALT
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- = GRAVEL
- = LANDSCAPE AREA

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PROJECT NUMBER 22-C02
DOCUMENT DATE: 12/15/2022 5:00:00 PM
DOCUMENT PHASE: FOR REVIEW - INTERNAL

DRAWN BY: DATE: CHECKED BY: DATE:
REV DATE DESCRIPTION

UTILITY PLAN C
C-16
SHEET 17 OF X

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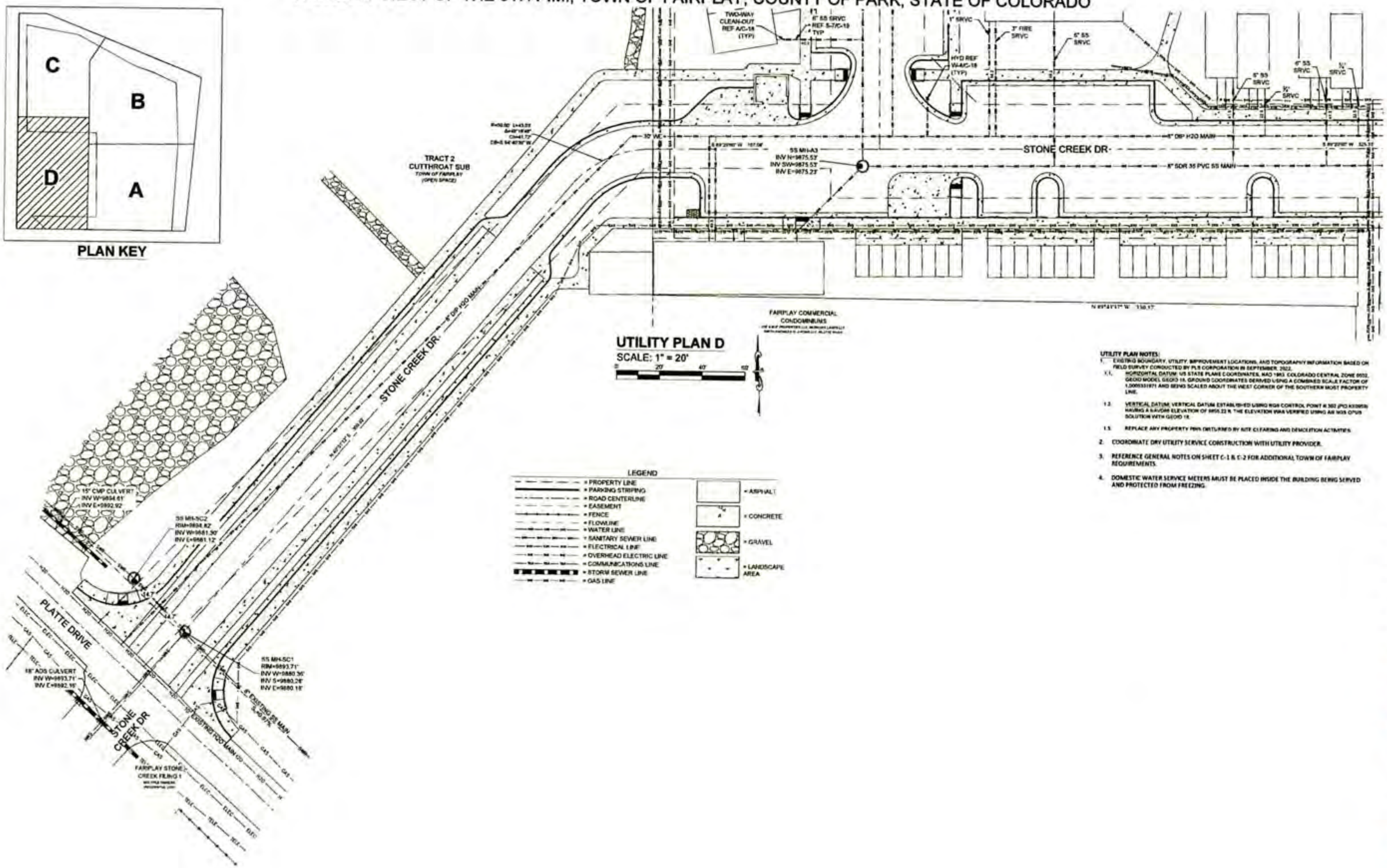

UTILITY PLAN D
SCALE: 1" = 20'

UTILITY PLAN NOTES:

1. EXISTING BOUNDARY, UTILITY, IMPROVEMENT LOCATIONS, AND TOPOGRAPHY INFORMATION BASED ON FIELD SURVEY CONDUCTED BY PLS CORPORATION IN SEPTEMBER, 2022.
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   1.2. VERTICAL DATUM: VERTICAL DATUM ESTABLISHED USING NGS CONTROL POINT # 302 (PID KX0959) HAVING A NAVD88 ELEVATION OF 9895.22 ft. THE ELEVATION WAS VERIFIED USING AN NGS OPUS SOLUTION WITH GEOID 18.
   1.3. REPLACE ANY PROPERTY PINS DISTURBED BY SITE CLEARING AND DEMOLITION ACTIVITIES.
2. COORDINATE DRY UTILITY SERVICE CONSTRUCTION WITH UTILITY PROVIDER.
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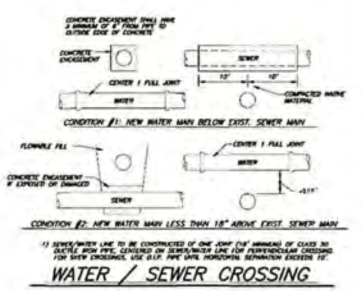
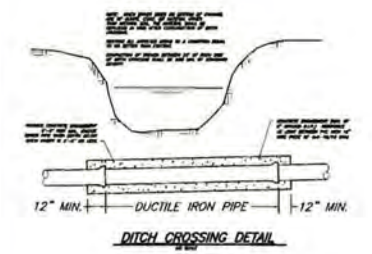
UTILITY PLAN D
C-17
SHEET 18 OF X

THE BLUFFS AT FAIRPLAY- PUD

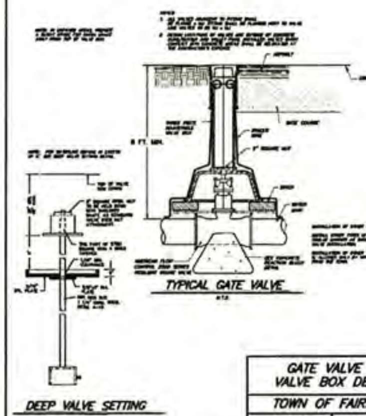
LOCATED IN PART OF THE SOUTHEAST ¼ OF SECTION 33, AND THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 77 WEST OF THE 6TH P.M., TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO



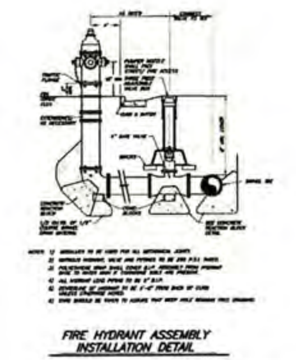
WATER/SEWER CROSSING DETAIL
TOWN OF FAIRPLAY
NOT TO SCALE | DWG: W-1



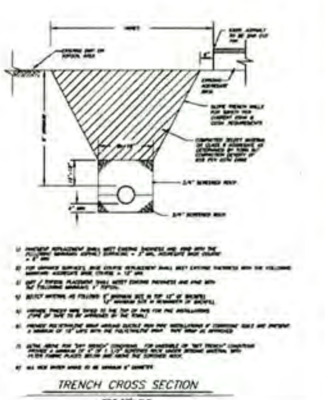
DITCH CROSSING DETAIL
TOWN OF FAIRPLAY
NOT TO SCALE | DWG: W-2



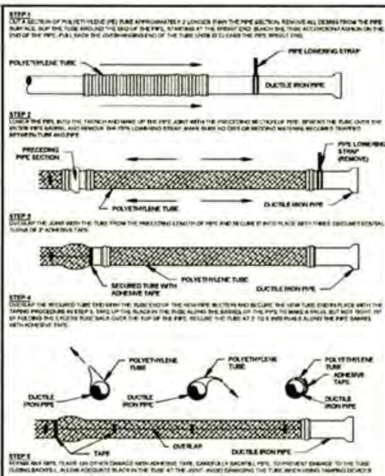
GATE VALVE & VALVE BOX DETAIL
TOWN OF FAIRPLAY
NOT TO SCALE | DWG: W-3



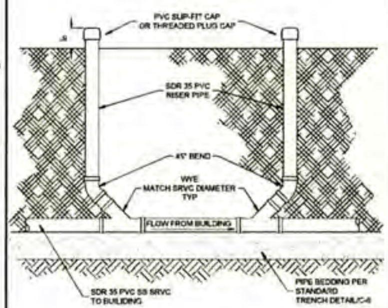
FIRE HYDRANT SETTING DETAIL
TOWN OF FAIRPLAY
NOT TO SCALE | DWG: W-4



STANDARD WATER MAIN TRENCH SECTION
TOWN OF FAIRPLAY
NOT TO SCALE | DWG: W-6

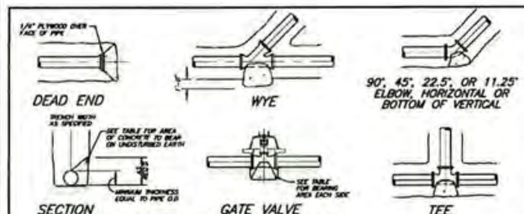


POLYETHYLENE WRAP
DETAIL NO. W-13
SCALE: N.T.S.



TWO-WAY CLEANOUT NOTES:
1. INSTALL DOUBLE CLEANOUT 5'-10' FROM FACE OF BUILDING.
2. EXTEND RISER PIPES 6" ABOVE FINISHED GRADE AND CAP WITH A SLIP-FIT PVC CAP OR THREADED PLUG PVC CAP.
3. CONTRACTOR MAY OPT TO USE TWO-WAY CLEAN OUT TEE AND SINGLE RISER PIPE.

TWO-WAY CLEANOUT
NOT TO SCALE



AREAS GIVEN IN TABLE ARE BASED UPON AN INTERNAL STATIC PRESSURE OF 100 P.S.I. AND A SOIL BEARING CAPACITY OF 1000 LBS. PER SQ. FT. BEARING AREAS FOR ANY PRESSURE AND SOIL BEARING CAPACITY MAY BE OBTAINED BY MULTIPLYING THE TABULATED VALUES BY A CORRECTION FACTOR "F".

F= ACTUAL SPECIFIED TEST PRESSURE IN HUNDREDS OF LBS. / ACTUAL SOIL BEARING CAPACITY IN THOUSANDS OF LBS. PER SQ. FT.

INSTALLATION OF THRUST BLOCKS ARE NOT ALLOWED FOR CONDITIONS OUTSIDE OF THOSE LISTED UNTIL SUBMITTAL OF CALCULATIONS FOR THE CORRECTION FACTOR ARE SUBMITTED TO AND REVIEWED BY THE TOWN AND WRITTEN APPROVAL BY THE TOWN IS GIVEN.

SIZE (INCHES)	ELBOWS 90° (SQ. FT.)	45° (SQ. FT.)	22.5° (SQ. FT.)	11.25° (SQ. FT.)	TEES & DEAD ENDS (SQ. FT.)	GATE VALVES (SQ. FT.)
4	1.8	1.0	0.5	0	1.3	0.5
6	4.0	2.2	1.1	0	2.8	0.7
8	7.1	3.8	2.0	1.0	5.0	2.4
10	11.1	6.0	3.0	1.5	7.8	4.5
12	16.0	8.6	4.4	2.2	11.3	7.3
14	21.7	11.8	6.0	3.0	15.4	11.0
16	28.4	15.3	8.0	4.0	20.0	16.8
18	36.0	19.4	10.0	5.0	25.4	24.9

NOTES:
1) MEGALUGS ARE REQUIRED ON ALL MECHANICAL JOINTS
2) REACTION BLOCKS ARE REQUIRED ON ALL MECHANICAL JOINTS

THRUST BLOCKING DETAILS
TOWN OF FAIRPLAY
NOT TO SCALE | DWG: W-7

ENTITLEMENTS REVIEW ONLY NOT FOR CONSTRUCTION

ASHER ARCHITECTS ENGINEERS
512 5th STREET
BERTHOUD, CO 80513
p: 970-532-9970
w: AsherArch.com
e: bj@AsherArch.com

FP LAND, LLC
Platte Drive
Fairplay, CO 80440
SE ¼, S33 & SW ¼ S34, T 9 S, R 77 W

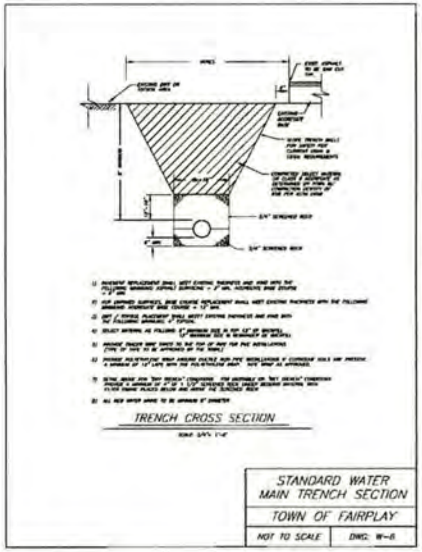
PROJECT NUMBER 23-C93
DOCUMENT DATE:
DOCUMENT PHASE: FOR REVIEW - INTERNAL

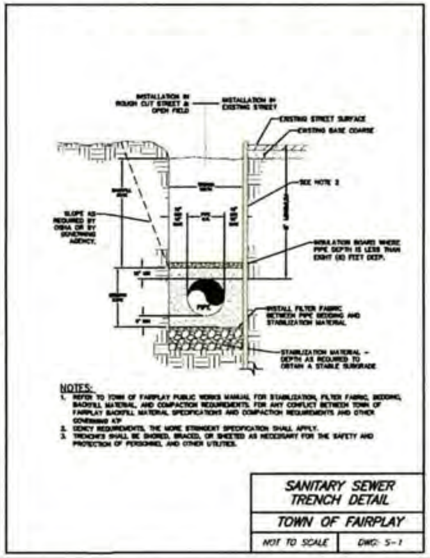
UTILITY DETAILS
C-18
SHEET 19 OF X

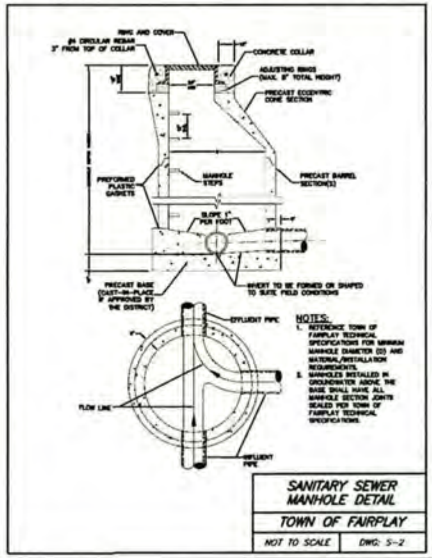
800620
800620
50 of 51
4/3/2023 4:03 PM
R$263.00 D$0.00
Milena Kassel
Park County

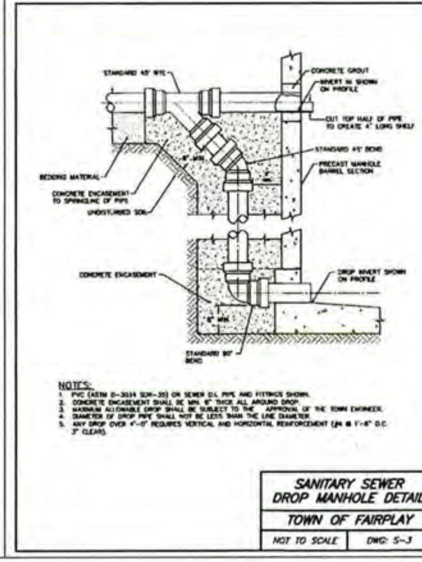
THE BLUFFS AT FAIRPLAY- PUD

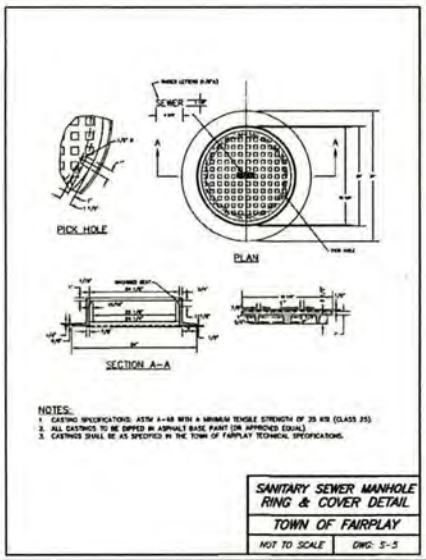
LOCATED IN PART OF THE SOUTHEAST ¼ OF SECTION 33, AND THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 77 WEST OF THE 6TH P.M., TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO

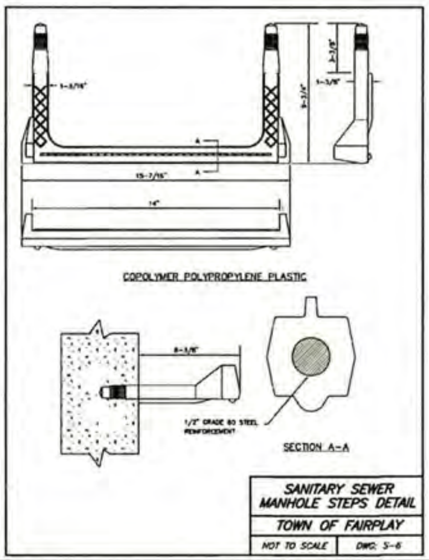


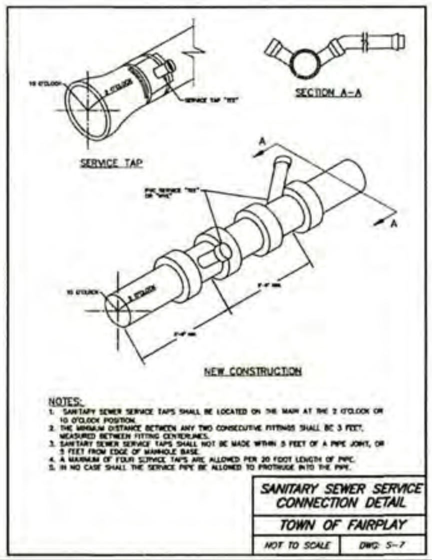


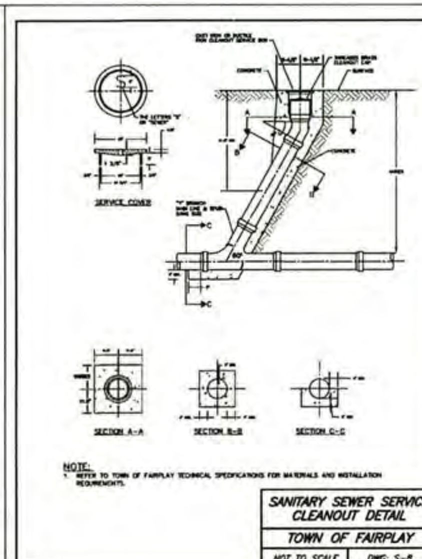












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FP LAND, LLC
Platte Drive
Fairplay, CO 80440
SE ¼, S33 & SW ¼ S34, T 9 S, R 77 W

PROJECT NUMBER 22-C92
DOCUMENT DATE: 12/15/2022
DOCUMENT PHASE: FOR REVIEW - INTERNAL

UTILITY DETAILS
C-19
SHEET 20 OF X

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800620
51 of 51
4/3/2023 4:03 PM
R$263.00 D$0.00
Milena Kassel
Park County

THE BLUFFS AT FAIRPLAY- PUD

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NOTES:

1. EXISTING BOUNDARY, UTILITY, IMPROVEMENT LOCATIONS, AND TOPOGRAPHY INFORMATION BASED ON FIELD SURVEY CONDUCTED BY PLS CORPORATION IN SEPTEMBER, 2022.
   1.1. HORIZONTAL DATUM: US STATE PLANE COORDINATES, NAD 1983, COLORADO CENTRAL ZONE 0502, GEOID MODEL GEOID 18. GROUND COORDINATES DERIVED USING A COMBINED SCALE FACTOR OF 1.0005331971 AND BEING SCALED ABOUT THE WEST CORNER OF THE SOUTHERN MOST PROPERTY LINE.
   1.2. VERTICAL DATUM: VERTICAL DATUM ESTABLISHED USING NGS CONTROL POINT N 302 (PID KK0958) HAVING A NAVD88 ELEVATION OF 9856.22 ft. THE ELEVATION WAS VERIFIED USING AN NGS OPUS SOLUTION WITH GEOID 18.

Table 1. Historic Sub-Basin Summary

Basin ID	Basin Parameters						Runoff Coefficients, C			Runoff, Q			Conveyance
	Area (acre)	L (ft)	Δ (ft)	So	I	tcase (min)	C5	C10	C100	Q5 (cfs)	Q10 (cfs)	Q100 (cfs)	
H-1	0.391	195	5.00	2.6%	2%	20	0.01	0.01	0.13	0.01	0.01	0.22	Sheet Flow
H-2	0.435	60	3.00	5.0%	2%	9	0.01	0.01	0.13	0.01	0.01	0.37	Sheet Flow
H-3A	1.156	430	7.00	1.6%	2%	34	0.01	0.01	0.13	0.02	0.02	0.47	Sheet Flow
H-3B	2.232	560	8.00	1.4%	2%	41	0.01	0.01	0.13	0.03	0.03	0.81	Sheet Flow
H-4	3.863	730	14.00	1.9%	2%	40	0.01	0.01	0.13	0.04	0.06	1.35	Sheet Flow/Minor Channelization
H-5	1.876	1030	13.00	1.3%	2%	58	0.01	0.01	0.13	0.02	0.02	0.49	Sheet Flow
H-6	0.984	60	4.00	6.7%	2%	8	0.01	0.01	0.13	0.03	0.04	0.89	Sheet Flow
HOS-7	2.054	80	10.00	1.1%	2%	30	0.01	0.01	0.13	0.03	0.04	0.89	Sheet Flow/Minor Channelization
HOS-8	2.802	600	12.00	2.0%	2%	38	0.01	0.01	0.13	0.04	0.04	1.07	Sheet Flow
HOS-9	1.357	250	6.00	2.4%	2%	23	0.01	0.01	0.13	0.02	0.03	0.61	Sheet Flow
Hist. Site	10.727								Total Historic On-Site Q	0.15	0.19	4.80	
Hist. Off-Site	6.014								Total Historic Off-Site Q	0.08	0.11	2.56	

LEGEND

- = PROPERTY LINE
- = EASEMENT
- = FLOW LINE
- = SUB-BASIN FLOW PATH
- = SUB-BASIN BOUNDARY
- 5440' = EXISTING MAJOR CONTOUR
- 5440' = EXISTING MINOR CONTOUR
- = ASPHALT
- = CONCRETE
- = GRAVEL

H-X — BASIN ID; X.XX — AREA (acre); X.XX — IMPERVIOUSNESS (%)

EXISTING SUB-BASIN MAP
SCALE: 1" = 50'
0 50' 100' 150'

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PROJECT NUMBER 22-C[illegible]
DOCUMENT DATE: [illegible]
DOCUMENT PHASE: FOR REVIEW - INTERNAL

EXISTING DRAINAGE
C-20
SHEET 21 OF X

Town of Fairplay
901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
www.fairplayco.us

STAFF MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator

RE: New Business Item C - Resolution No. 20, Series of 2025 for Biosolids Services

DATE: June 16, 2025

BACKGROUND/ANALYSIS:
The Town of Fairplay produces biosolids as a byproduct of its Wastewater Treatment Process. In order to remain in compliance with EPA and Colorado Department of Public Health and Environment (CDPHE) regulations, the biosolids must be properly managed, transported, and land-applied under strict environmental standards.

Two quotes were obtained for these services, one from Denali at $150,000 and one from TerraGenesis, LLC at $91,000. TerraGenesis is a qualified provider of biosolids management services and has Staff is recommending approval of their attached proposal for these services in 2025. The company has experience with biosolids handling, dewatering, and regulatory reporting, and holds the required permits for land application within the State of Colorado. Under the agreement, TerraGenesis will:

- Pump biosolids from the Town's storage lagoon;
- Dewater, transport, and land-apply the biosolids on permitted sites;
- Provide annual reports and all necessary documentation for EPA and CDPHE compliance;
- Ensure all materials meet federal and state regulatory requirements prior to application.

The agreement includes detailed protocols for site access, volume requirements (minimum of 500,000 gallons per event), equipment use, and regulatory compliance.

BUDGET IMPACT
The Town will be billed at a rate of $0.182 per gallon, with a minimum volume of 500,000 gallons per event, or approximately $91,000. All costs are inclusive of labor, equipment, and compliance activities, except that the Town will also be responsible for the cost of the state biosolids fee for land applied biosolids at $2.40 per dry ton. Past expenditures with different companies have averaged just over $100,000 until 2024. In 2024 the higher cost was associated with the liner repair. The 2025 budget includes $150,000 for this annual expense.

RECOMMENDATION
Staff recommends adoption of Resolution No. 20 as presented to approve an agreement with TerraGenesis, LLC for annual biosolids services (sludge removal) in 2025 for $91,000.

ATTACHMENTS:

- Resolution No. 20, Series of 2025
- Agreement for Services & Exhibit A – Scope of Services

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 20
Series of 2025

A RESOLUTION OF THE BOARD OFTRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN AGREEMENT WITH TERRAGENESIS, LLC FOR DEWATERING, TRANSPORTATION AND LAND APPLICATION SERVICES FOR BIOSOLIDS.

WHEREAS, the Town produces biosolids as a byproduct of its Wastewater Treatment Process; and

WHEREAS, the Town is required to comply with strict EPA and Colorado Department of Public Health and Environment (CDPHE) regulations for the management, transportation, and land-application of such biosolids; and

WHEREAS, Town Staff solicited quotes for these services for 2025 and is recommending approval of the lowest quote which was received from TerraGenesis. LLC in the amount of $91,000; and.

WHEREAS, the Town has budgeted funds for these services for 2025 and the Board of Trustees desires to enter into an Agreement with Terra Genesis for biosolid services.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that:

SECTION 1. The Agreement For Services attached hereto as **EXHIBIT A** is approved and the Mayor is authorized to approve the agreement between the Town of Fairplay and and TerraGenesis as presented.

RESOLVED, APPROVED AND ADOPTED this 16th day of June, 2025.

TOWN OF FAIRPLAY, COLORADO

ATTEST:

____
Frank Just, Mayor

____
Janell Sciacca, Town Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and effective the 16th day of June, 2025 by and between Town of Fairplay, a Statutory Municipality of the State of Colorado ("Owner"), and TerraGenesis, LLC, a Colorado limited liability company ("Contractor"), to set forth the parties' mutual understandings and agreements.

WITNESSETH:

WHEREAS, Owner desires to engage the services of Contractor in accordance with the terms and conditions of this Agreement; and

WHEREAS, Contractor is specially trained and possesses certain skills, experience, and competency to perform those services as hereinafter set forth, and Contractor is able and willing to provide such services under the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the compensation to be paid hereunder and the mutual agreements set forth, the parties agree as follows:

1. PERFORMANCE OF SERVICES

Owner does hereby engage the Contractor to perform and provide the services set forth on Exhibit A, and Contractor does hereby agree to perform such services in accordance with the terms and conditions hereof. Contractor shall provide at its sole cost and expense all materials, equipment and personnel, unless otherwise agreed to, required to perform its services under and pursuant to this Agreement except as otherwise provided herein.

2. EXHIBITS TO AGREEMENT

The following exhibits are attached to and form an integral part of this Agreement:

Exhibit A - Scope of Services and Obligations of the Parties
Exhibit B – Project Assumptions
Exhibit C – Price, Terms, and Payment

The provisions of each of said Exhibits are expressly incorporated into this Agreement, and thus made an integral part hereof.

3. OWNER'S RESPONSIBILITIES

Owner shall perform the services and/or provide the materials that are identified in **Exhibits A & B** within the time periods provided therein.

4. QUALITY STANDARD OF PERFORMANCE

Contractor shall be responsible to perform the services identified in **Exhibit A** hereof in a good and workmanlike manner, consistent with or in excess of industry standards, and in full compliance with all applicable laws and/or regulations, whether federal, state or local. Contractor shall not perform any work hereunder unless all applicable regulations are met.

5. SCOPE OF SERVICES

Contractor and Owner shall provide those services described and set forth on **Exhibit A** in the manner and to the extent therein described.

6. PROJECT ASSUMPTIONS

Project Assumptions described and set forth in **Exhibit B** shall be binding to both the Contractor and Owner. In the event of a material change to the Project Assumptions by either party, a price increase or decrease may be requested in order to offset any changes to cost structure of the project.

7. COMPENSATION

As compensation for the services to be performed by Contractor hereunder, Owner shall pay Contractor according to the terms and conditions identified in the attached **Exhibit C**.

8. TERM OF AGREEMENT

This Agreement shall become effective on June 16, 2025 and will continue in effect until December 31, 2025, This contract may be renewed upon written agreement signed by both parties.

9. ADDITIONAL SERVICES

The Owner may add additional services to this Agreement if it is deemed to be similar services and integral to the proper management of the biosolids produced by the Owner. **Exhibits A, B, and C** shall be revised to reflect any additional services.

10. COORDINATION OF PARTIES

Owner and Contractor shall each identify an individual who shall act as liaison with the other party. Each such liaison shall be identified herein in writing, and each liaison shall have authority to receive information from the other party, to make project or Agreement related decisions which do not require approval from the directors of the respective parties, process pay requests, and negotiate issues requiring immediate resolution.

Contractor: TerraGenesis, LLC
Name: Brianne Harlow, CEO
Cell Number: 719-740-1145
Email: Brianne.Harlow@terraGenesisllc.com

Owner: Town of Fairplay
Name:
Cell Number:
Email:

11. INDEMNIFICATION AND INSURANCE

Contractor hereby assumes entire responsibility and liability for any and all damage and injury of any kind or nature whatsoever, caused by Contractor, to all persons, whether employees or otherwise, and to all property, growing out of, or resulting from the labor or material or both, provided by Contractor, or occurring in connection with the performance of this Agreement, and agrees to fully defend and indemnify the Owner and its directors, officers and employees against all claims made based upon any and all loss, expense (including legal fees and disbursements), damage or injury growing out of, or resulting from, or occurring in connection with Contractor's performance of the Agreement.

Contractor shall hold harmless and indemnify the Owner from and against any damages awarded against the Owner, or incurred by the Owner in defense of any claim (including reasonable attorneys' fees, costs or expert witness fees), related to the negligent or intentional wrongful conduct of Contractor or its officers, employees, agents and any sub-contractors.

Contractor shall at all times during the term of this Agreement carry and maintain in full force at Contractor's expense insurance that meets or exceeds the insurance coverages shown below:

A. Workers' Compensation Insurance for the protection of the Contractor's partners and employees as required by law, and Employer's Liability with minimum limits of:

   $100,000 Each Accident
   $100,000 Each Occupational Disease
   $500,000 Occupational Disease Aggregate

B. Commercial General Liability Insurance shall include premises/operations, contractual, products/completed operations, explosion, collapse, and underground hazard. Minimum limits of liability shall be:

   $2,000,000 General Aggregate
   $1,000,000 Products/Completed Operations
   $1,000,000 Personal and Advertising Injury
   $1,000,000 Each Occurrence
   $50,000 Fire Damage (Any one fire)
   $5,000 Medical Expense (Any one person)

The Owner, and any other party required to be indemnified by the Owner shall be added as an Additional Insured on the Contractor's Commercial General Liability policy and Products/Completed Operations. The Contractor's policy shall be primary to any other insurance policies held by the Owner or any other additional insured, and no other insurance of the Owner will be called on to contribute to a loss.

C. Automobile Liability Insurance covering the use, operation and maintenance of any automobile, truck, trailer or other vehicles used by the Contractor shall include coverage for owned, hired and non-owned liability. Contractor shall be certain coverage is provided which complies with all provisions of the law.

$1,000,000 Combined Single Limit

D. Excess Liability

$1,000,000 Each Occurrence

In the event any work is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by the subcontractor, which liability is not covered by the subcontractor's insurance. Contractor's insurance shall have no Exclusion of Subcontractor's Work (Contractors' insurance does not include Form CG 22 94-Exclusion-Damage to Work Performed by Subcontractors on Your Behalf).

Contractor shall within 15 days of the execution hereof, but prior to commencement of work, provide the Owner with certificates of insurance evidencing the policies listed above, which certificates shall state that the Owner is named as an additional insured as its interests may appear for all general liability insurance, and shall contain a statement that the policies certified shall not be cancelled without 10 days' prior written notice to the Owner. The Owner and Contractor waive all rights of subrogation against each other, and all other Contractors to the extent of any property insurance recovery obtained by the waiving party for loss and damages caused by fire or other perils, except such rights as such party may have to insurance proceeds held by another person as trustee or otherwise on behalf of such party.

12. <u>INDEPENDENT CONTRACTOR STATUS</u>

Contractor, for all purposes arising out of this Agreement, is an independent contractor and shall not be deemed an employee of Owner.

13. <u>CONTRATOR'S EMPLOYEE TAX OBLIGATIONS</u>

Contractor shall pay, at no expense to the Owner, all contributions, taxes or premiums which may be payable with respect to Contractor's employees under Federal or State Unemployment Insurance Law or the Federal Social Security Act. The Owner is exempt from Sales and Use

Taxes and Contractor shall either apply to the State Revenue Department for the appropriate exemption or shall pay such taxes at no expense to the Owner.

14. SAFETY

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with any work performed by Contractor hereunder and shall comply with all applicable laws, ordinances, rules and regulations and orders of any public body having jurisdiction for the safety or persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection.

15. UNDOCUMENTED WORKERS

Contractor shall not knowingly employ or contract with an undocumented non-citizen to perform work under this agreement nor shall Contractor enter in an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with undocumented non-citizens to perform work under this agreement. The requirements and terms of C.R.S. section 8-17.5-101 et seq. are incorporated herein by reference.

16. TERMINATION FOR CAUSE

The Owner may terminate this Agreement and the services of Contractor at any time, without prior notice, for cause. "For cause" shall mean conduct which constitutes falsification of records, dishonesty, criminal activity committed against Owner, or negligent, intentional or reckless violation of any policies, rules, regulations or laws applicable to the removal, transport and/or application of biosolids or related business activities.

Contractor will not be liable for any consequential, special, incidental, or indirect damages.

17. WAIVER

The waiver of any breach, or alleged breach, of this Agreement by either party hereto shall not constitute a continuing waiver of any subsequent breach by said party of the same or any other provision of this Agreement.

18. FORCE MAJEURE

Neither Party shall be liable to the other for, or be considered to be in breach of or default under this Agreement because of, any delay or failure in performance by such Party under this Agreement to the extent such delay or failure is due to any cause or condition beyond such Party's reasonable control, including, but not limited to, failure or threat of failure of facilities or equipment; fire, lightning, flood, earthquake, volcanic activity, wind, drought, storm and other acts of the elements; court order and act, or failure to act, of civil, military or governmental authority; strike, lockout and other labor dispute; pandemic, epidemic, riot, insurrection, sabotage, war and other civil disturbance or disobedience; labor or material shortage; and act or omission of any person or entity (other than such Party, its contractors or suppliers of any tier or anyone acting on behalf of such Party). Each Party shall exercise reasonable diligence to overcome the cause of such delay; provided, however, that to the extent the cause of such delay arises from any breach of, or failure by the other Party to perform any of its obligations under this Agreement, the costs and expenses incurred by the Party that has delayed or failed in its performance under this Agreement to overcome the cause of such delay shall be for the account of such other Party. Nothing contained in this Agreement shall be construed to require either Party to prevent or settle any strike, lockout or other labor dispute in which it may be involved. Notwithstanding the foregoing, nothing in this paragraph shall apply to any delay or failure by either Party to pay any amounts due and owing to the other Party pursuant to this Agreement.

19. PROTECTION FROM LIENS

Contractor shall keep the Owner's premises free from claims by any person, partnership, association of persons, company, or corporation that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or any subcontractor in or about the performance of the Work and shall furnish any documents requested by Owner evidencing compliance with this paragraph.

20. CONFIDENTIALITY

In connection with the performance of Services, the Owner may be exposed to TerraGenesis' confidential and proprietary information, whether or not so identified (including, without limitation, this Agreement). Owner shall not in any manner disclose to any person, partnership, firm, corporation or other entity any information concerning any matters affecting or relating to the business of TerraGenesis including, but not limited to, any trade secrets, production processes, customers, pricing or marketing plans. This covenant shall remain in effect following termination of this contract. Owner shall not, without the prior written consent of TerraGenesis, use TerraGenesis' name in any advertising or promotional literature or publish any articles relating to TerraGenesis, this Agreement, or the services hereunder.

21. GOVERNING LAW

The parties agree that Colorado law shall apply to this agreement and that any dispute shall be tried and heard in the County of Lincoln, State of Colorado.

22. NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement will be effective when received and may be personally served on the other party by the party giving such notice or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

TerraGenesis, LLC
PO Box 1296
Limon, CO 80828

Janell Sciacca, Town Administrator
Town of Fairplay
PO Box 267
Fairplay, CO 80440

23. ASSIGNMENTS

Contractor agrees that it shall not assign this Agreement, or any of the monies due it, or to become due hereunder, nor sublet any portion of the Work without first obtaining written consent of the Owner.

Owner:

Janell Sciacca, Town Administrator
Town of Fairplay
PO Box 267
Fairplay, CO 80440

Contractor:

TerraGenesis, LLC
Brianne Harlow, CEO
PO Box 1296
Limon, CO 80828

24. COUNTERPARTS AND FACSIMILES

This Agreement may be executed in one or more counterparts, which when taken together, shall constitute one and the same original. Facsimile or electronic mail transmittals of this Agreement with the parties' signature(s) shall be binding instruments, the same as originals.

25. ENTIRE AGREEMENT, AMENDMENT AND BINDING EFFECT, RECORDING

This Agreement contains the entire agreement between the parties regarding the Work, and supersedes and replaces any and all prior and contemporaneous written and oral agreements, promises, representations, or conditions with respect thereto. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

TerraGenesis, LLC
PO Box 1296
Limon, CO 80828

Signature: ____

Printed Name: ____

Title: ____

Date: ___________________________

Frank Just, Mayor
Town of Fairplay, CO
PO Box 267
Fairplay, CO 80440

Signature: ____

Printed Name: Frank Just

Title: Mayor

Date: June 16, 2025

EXHIBIT A

SCOPE OF SERVICES AND OBLIGATIONS OF THE PARTIES

SERVICES PROVIDED BY CONTRACTOR

TerraGenesis, LLC shall provide for biosolids dewatering, transportation and land application services for biosolids produced by the Town of Fairplay. This includes pumping of liquid biosolids from the storage lagoon.

TerraGenesis will transport and land apply each load of biosolids produced for the duration of this Agreement. Every load shall be weighed on certified scales to determine the volume to be billed. Evidence of each trailer weight will be provided to the Owner in a manner agreed upon by both parties.

TerraGenesis shall provide to Owner a completed annual report by February 10th of each year of the Agreement.

SERVICES PROVIDED BY OWNER

Owner shall provide all sanitary wastewater treatment and biosolids processing.

The Owner shall provide processed biosolids that meet Class B standards under EPA 40 CFR 503 Biosolids Rule.

The Owner will provide water to TerraGenesis at a rate that supports any polymer make and/or dilution water, if needed.

REPORTING

- The Contractor shall prepare all information required from the contractor for the biosolids application reports, including the annual report for submission to the US EPA and CDPHE.
- The Owner will provide the proper certification statements to the Contractor for these reports.
- A copy of the annual report will be provided to the Owner for execution and submittal.

BIOSOLIDS QUALITY

- The Owner shall insure that all solids removed from the treatment plant by the Contractor meet or exceed the minimum Class B standards as set forth by the CDPHE and the US EPA, as demonstrated through laboratory analysis or process control data results.

- TerraGenesis shall collect the required lab data to document the biosolids being land applied meet all metal concentrations and pathogen destruction requirements prior to removal from the wastewater plant.
- The Owner shall provide an executed certification statement for the biosolids removed under this agreement stating the biosolids meet all specifications of governmental regulations and this Agreement.
- The Owner will be responsible for the proper collection and shipping of all biosolids samples.
- TerraGenesis shall provide a sample cooler and all required items for a sample to be collected and shipped by Owner.
- The Owner will be responsible for PFAS Analysis. These results will be provided to TerraGenesis.

BIOSOLIDS LOADING

- TerraGenesis shall comply with legal load limits established by state and federal motor carrier regulations

EXHIBIT B
PROJECT ASSUMPTIONS

The Agreement is based upon the expectations set forth below. Any material changes in scope or project assumptions can result in the need to renegotiate contract terms.

SITE CONDITIONS

- TerraGenesis expects that there will be free and open access to the site from 7:00 AM to 5:00 PM Monday thru Saturday.
- TerraGenesis shall not be responsible for damage to unidentified obstacles at the site
- Owner will provide adequate snow removal for access and removal of loads
- Adequate space at all sites exists for maneuvering tractor-trailer type equipment

VOLUME

- The Town will dewater a minimum of 500,000 gallons per event.

EQUIPMENT

- TerraGenesis will provide all equipment for the dewatering of biosolids
- Any repairs to TerraGenesis equipment shall be at TerraGenesis discretion. DOT equipment will be DOT compliant.

REGULATORY COMPLIANCE

- TerraGenesis shall land apply biosolids in Colorado only on sites permitted by the Colorado Department of Public Health & Environment (CDPHE).
- TerraGenesis shall be responsible for obtaining all required permits and approvals for land application.
- Copies of TerraGenesis permits shall be provided to the Owner upon request.
- The Owner shall be responsible the cost of the state biosolids fee for any land applied biosolids. The fee is currently $2.40 per dry ton.
- TerraGenesis shall comply with all federal and state laws and local regulations regarding the land application of biosolids, specifically including, without limitations, those contained in EPA 40 CFR 503 and corresponding guidelines or other applicable legislation, regulations or guidelines of any governmental entity, as amended.
- TerraGenesis shall notify the Owner immediately, in writing, about any aspect of this project that does not meet the requirements of all applicable regulations.
- TerraGenesis shall comply with annual and cumulative loading rates for all parameters limited and/or regulated by the CDPHE, and/or the USEPA for land application.

EXHIBIT C
PRICE, TERMS AND PAYMENT

The following unit costs include all required labor, equipment and other items needed to perform the services described in this agreement.

Biosolids Dewatering, Transportation & Land Application: $.182 per gallon with a minimum of 500,000 gallons per event.

PAYMENT TERMS

TerraGenesis will invoice the Owner weekly for work completed the previous week. Payments shall be due within 30 days from date of invoice. After 30 days, a late charge of 1.5% per month shall apply to any outstanding invoice. Any disputes will be negotiated.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Renaissance Insurance Group
PO Box 478
Windsor, CO 80550

CONTACT NAME: Selda Baumberger
PHONE (A/C, No, Ext): (970) 829-5091 88896
FAX (A/C, No):
E-MAIL ADDRESS: selda@team-rig.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employers Mutual Casualty Co (EMC)	21415
INSURER B : WCF National Insurance Co	40517
INSURER C : Westchester Surplus Lines Ins Co	10172
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Terragenesis, LLC
PO Box 658
Limon, CO 80828

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PRO-JECT; LOC; OTHER:		X	6D53154	3/6/2025	3/6/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Workplace Viol	$ 100,000
A	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY			6E53154	3/6/2025	3/6/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; X RETENTION $ 0			6J53154	3/6/2025	3/6/2026	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4089672	6/1/2024	6/1/2025	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution/Profession			G74445068 003	3/2/2025	3/2/2026	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy conditions, definitions, endorsements, and exclusions.

Town of FairPlay is included as Additional Insured with respect to General Liability, when required by written contract.

CERTIFICATE HOLDER
Town of FairPlay
901 Main Street
Fairplay, CO 80440

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Selda Baum

TOWN ADMINISTRATION / CLERK'S OFFICE / HR / GIS / BUILDING / CAPITAL PROJECTS / ETC

MONTHLY REPORT FOR MAY 2025

ADMINISTRATION / UTILITY / BUILDING	• Short Term Rental Licenses Issued - 10 • Food Truck Licenses Issued - 3 • May Water & Sewer User Billing Completed • Garage Door at Water Plant Replaced • Facilitation of Tour of Upper Blue Sanitation Plant for PW/Utilities Staff • Working with Core and Main on meter configurations to activate readings • Working with Neptune to initiate 10 Meter Test for Town • Payrolls for May 2, 16 and 30 processed • All Audit items submitted to Hinkle - Awaiting report by end of June. • CIRSA 2026 WC and PC Renewals Submitted • New ADA Town Website Discovery Meeting and Reveal Conducted • New Agreements Signed with PathPoint for Online Processing of Payments • 2nd Quarter IT Check In Held with Phoenix Technology Group • Meeting Held with CDOT / Weaver to discuss possibility of connecting the Fairplay CDOT shop's floor drain outflow, following treatment, to town system • Held demo with GiveHub for use with Events for sales and auctions • Initiated beginning of Town move from MissionSquare retirement to CRA • CRA Staff presentation conduced on May 20 • CDOT Meeting Held May 21 for Presentation of US285 Study Results • SAM.gov renewal completed • Completed Annual DLG Conservation Trust Fund Report • 1st AP Run Conducted on US Bank / No Further AP Activity with TBK • Moved to Bi-Weekly Check-Ins with Plante Moran
CLERK'S OFFICE / COURT	• Special Events Liquor Licenses Issued - Town Summer Events / Park County Fair • Court Held May 12 - First Civil Hearings Scheduled for Photo Radar Citations • Initial meeting with JR's Pizza held to discuss Liquor License Application Process
DEVELOPMENT	• Development Review Meeting Held May 19 • See Town Planner's Report for Specifics on Current Applications
CAPITAL PROJECTS	• River Park Trail Project Progressing - On Track for completion in early July • 501 Main Burro Museum Completed - Staff will begin moving over artifacts soon • Sidewalk Construction in Progress - Staff will be bringing amended agreement back to Board due to actual level of expense and necessary/desired changes.



PARK COUNTY FAIR SPONSORSHIP APPRECIATION DINNER

FRIDAY, JULY 18TH AT 4:30PM
(DINNER READY AT 5PM)

The Park County Fair Board would like to take an evening to thank you for being a Sponsor of the 2025 Park County Fair, without your support we would not be able to put on the Fair that we do!
Thank you and we appreciate you!

AFTER DINNER PLEASE STAY AND ENJOY THE CPRA RODEO (6:30PM)
WE CAN'T WAIT TO SEE YOU!

PARK COUNTY FAIRGROUNDS
EVENT TENT
880 BOGUE STREET
FAIRPLAY, CO

PLEASE KINDLY RSVP TO:
MACKENZIE ROHMAN BY MONDAY, JULY 7TH
PARKCOFAIR.CO@GMAIL.COM
303-775-5590

To: Mayor and Board of Trustees

From: Scot Hunn, Contract Town Planner

Date: June 12, 2025

RE: Monthly Status Update – May 2025

General Planning Services:

- Office Day Monday, May 12, 2025
  - Development Review Team Meeting Attendance.
  - Conduct site visit at Highside Brewing
  - Attendance at Town Board meeting.
- Board Meeting Monday, May 19, 2025
  - Virtual attendance at Town Board meeting.

Pre-Application Meetings:

- None

Other Applicant Meetings:

- Frank Minor Subdivision
  - Met with Matt Frank to discuss status of minor subdivision application and submittal requirements.
  - Discussed methods and alternatives to move application review forward.

- Stoinski Lot Line Elimination
  - Met with Pat Stoinski and Surveyor Thomas Burnett to discuss status of and required plat updates for lot line elimination application.

Active Land Use Applications:

- Active Land Use Applications "In Process"
  - 3 Minor Subdivisions
  - 1 Exemption Plat (Lot Line Elimination)
  - 1 Variance
  - 1 Special Use Permit

Special Projects:

- Comprehensive Plan and UDC Update Project – Request for Proposals
  Completed a DRAFT Request for Proposals (RFP) for professional services to update the Town's comprehensive plan (last adopted/updated in 2013) as well as code updates and amendments to the Town's Unified Development Code (UDC). Draft is under review by Town Attorney and Administrator. Staff intend to present the RFP to the Board for review prior to issuing the RFP in the coming weeks.

STATUS UPDATE

TO: **Janell Sciacca, Town Administrator**

FROM: **Deron Dircksen, PE**

DATE: **May 2025 Summary (4/13 – 5/17)**

RE: **Engineering Services Status Report – Miscellaneous Projects**

2018-499.011 – General Engineering

Status/Recent Progress

- Development Review Team meeting
- Working with Tim for water services and sanitary sewer services along Front Street, road drainage, fire hydrant flows, pressure variants, etc.

Upcoming Activities

- Continuing Development Review Team, miscellaneous meetings, and supporting staff as needed.

2018-499.017 – Betts

Status/Recent Progress

- Meeting with applicant.

Upcoming Activities

- None.

2018-499.029 – Impact Fee

Status/Recent Progress

- Site visit to Public Works shop.
- Review impact fee information.
- Meeting with IMS for asphalt information.
- Drafting initial memo for nexus.

Upcoming Activities

- Need to review previous studies, population growth, etc.
- Potentially setting up storm drain as enterprise fund instead of impact fee for various reasons.
- Memo to Board for Impact Fee nexus.

2018-499.039 – River Park Trail

Status/Recent Progress

- Construction Observation
- Weekly meetings.
- CDOT forms
- Pay Applications
- Survey for retaining walls.

Upcoming Activities
- Construction observation
- Weekly meetings
- Construction administration.

2018-499.046 – Town Sidewalks

Status/Recent Progress
- Office preparation for survey.
- Field survey for existing conditions for sidewalk project.

Upcoming Activities
- Finish drafting and submit to town.

2018-499.048 – 715 Main Street - Pharmacy

Status/Recent Progress
- Meeting with applicant's engineer.
- Review grading at high level.

Upcoming Activities
- None.

2018-499.049 – 240 Beaver Lane

Status/Recent Progress
- Started to review and redline submittal.
- Review geotechnical report.
- Meeting with applicant's engineer.

Upcoming Activities
- None.

2018-499.050 – Marval

Status/Recent Progress
- Work session

Upcoming Activities
- Working with applicant's engineer for hydraulic model.

2018-499.051 – 540 Front Street

Status/Recent Progress
- Meeting with applicant and Tim.
- On site meeting with applicant and Tim.

Upcoming Activities
- None.

2018-499.052 – POWT CDOT

Status/Recent Progress
- Meeting with CDOT to review parameters of CDOT tying into town's collection system with maintenance shop drain line.

Upcoming Activities
- Waiting on CDOT

2018-499.053 – Stoinski

Status/Recent Progress
- Review Plat

Upcoming Activities
- None.

Project Status Worksheet

Town of Fairplay

SGM

SGM No. 2018-499

ACTIVE WORK ORDERS		BUDGET AMOUNT	CURRENT BILLING	BILLED JTD	% JTD	BUDGET BALANCE
			ENGINEERING TASK ORDERS			
0.001	GIS	$ -	$ -		-	$ -
0.007	Habitat for Humanity	$ -	$ -		-	$ -
0.011	General Engineering	$ -	$ 1,689.50		-	$ -
0.017	Betts	$ -	$ 96.50		-	$ -
0.018	Stone Creek	$ -	$ -	$ 17,429.00	-	
0.023	Burro Park	$ -	$ -	$ -	-	$ -
0.025	Water Distribution	$ 44,900.00	$ -	$40,801.01	91%	$ 4,098.99
0.029	Impact Fee	$ 58,547.00	$ 1,712.94	$ 8,711.44	15%	$ 49,835.56
0.035	1171 Bullet Road	$ -	$ -	$ 4,506.50		
0.039	River Park Trail	$ 25,000.00	$ 27,007.49	$ 84,999.11	340%	$ (59,999.11)
0.040	Melo Subdivision	$ -	$ -	$ 3,913.50	-	$ (3,913.50)
0.041	Fitting Subdivision	$ -	$ -	$ 1,816.00	-	$ (1,816.00)
0.042	Steinermiller	$ -	$ -	$ 9,981.50	-	$ (9,981.50)
0.043	SH9_US285 Floodplain	$ 3,000.00	$ -	$ 2,040.00	68%	$ 960.00
0.044	Beck	$ -	$ -	$ 2,683.00	-	$ (2,683.00)
0.045	Circle K	$ -	$ -	$ 105.00	-	$ (105.00)
0.046	Town Sidewalks	$ 11,764.00	$ 11,764.00	$ 11,764.00	100%	$ -
0.047	French Subdivision	$ -	$ -	$ 381.50	-	$ (381.50)
0.048	715 Main Street - Pharmacy	$ -	$ 163.50	$ 218.00	-	$ (218.00)
0.049	240 Beaver Lane	$ -	$ 1,527.00	$ 2,399.00	-	$ (2,399.00)
0.050	Marval	$ -	$ 272.50	$ 2,133.00	-	$ (2,133.00)
0.051	540 Front Street	$ -	$ 436.00	$ -	-	$ -
0.052	POTW CDOT	$ -	$ 1,035.50	$ -	-	$ -
0.053	Stoinski	$ -	$ 655.00	$ -	-	$ -
	TOTALS	$ 143,211.00	$ 46,359.93	$193,881.56		$ (28,735.06)

Town of Fairplay

Police Department | 901 Main Street
Fairplay, CO, 80440
(719) 836-2840

To: Janell Sciacca, Town Administrator

From: Jeff Worley, Chief of Police

Date: June 13, 2025

Re: Fairplay Police Department Monthly Report – May 2025

Police Department Updates and Projects

At the end of the summer, part-time Officer Carle Schlaff will be retiring from the police department after an almost 40-year career in law enforcement. Former Fairplay PD officer, Steve Berlanga, has been hired as a part-time employee to fill the position. As you may recall, Steve had left the agency a year ago when a family member in Texas was stricken with a serious medical condition and he and his wife went to his aid; since that time, Steve has moved back to Colorado and eagerly desired to return to work for the Town. While we are very happy to have Steve back in the fold, we will miss sorely Carle and his extraordinary ability to positively interact with the community!

May was the first full month of automated speed enforcement in Fairplay (via Fairplay PD officers' use of the handheld LiDAR). Of the violations captured on video, approximately 210 were of sufficient quality to generate an automated citation. Tentatively, the Town has a 44% payment rate. However, this is based on an incomplete number, as violators have until the end of June's due date to pay the fine. There was also a temporary problem with the online payment process and a separate issue involving the way Emergent Enforcement Solutions was addressing PO box recipients; these two factors have caused a delay in some people being able to complete their payments. Nonetheless, according to the experience Emergent Enforcement Solutions (EES) has had in setting up this program for law enforcement agencies, this is an "excellent" start for our project.

Speaking of EES, the company has purchased a speed trailer equipped with LiDAR speed cameras. The company procured the trailer to be loaned to LE agencies to assist in interim periods during which those agencies are acquiring stationary LiDAR cameras. Upon the occasion of Fairplay receiving AVIS corridor designations from CDOT for Highway 9 and Highway 285, EES will lend the speed trailer to us for 30 to 60 days to help us as well.

Also pertaining to our AVIS corridor project, the application has been completed and submitted to CDOT. We are awaiting word from the State as to its approval.

When Fairplay Police Department was re-establishing the agency in 2023, Pueblo County Sheriff's Office aided us substantially by supplying the department with four older Tahoes. Since that time, our usable vehicle deficit has been largely rectified. As such, the department has donated two of the former PCSO Tahoes to Public Works, one of which is being actively used by Tim's crew and the other of which Public Works is going to auction off.

"Good news" update on a Congressionally Directed Spending grant submission: A couple months ago, our grant writer, Tom Flannery, submitted a federal grant application for $1.1 million to be used for a new PD building project. This past week, the application passed the first major hurdle and is now being sent to the Senate Appropriations Committee. If approved by the Committee and the corresponding funding bill is passed by Congress, the Town will have the means of constructing a new police building!

Police Activity – Statistical Data

The following are some of the pure statistical data the Department collected for the month of May 2025:

- 186 calls-for-service (CFS) in all categories that include criminal, non-criminal, and traffic-related events. This represents an average of 6 incidents per day or about 105% of April's reportable activity.

- Of the total CFS numbers:
  - 140 events took place in Fairplay proper or nearby, e.g. agency-assists or follow-ups outside of nearby Fairplay (75% of CFS numbers)
  - Of the Fairplay calls, seven ***occurred at or were related to local businesses*** – not including incidental events, for example traffic stops in a business parking lot and extra patrol checks (or about 5% of Fairplay CFS totals)
  - 46 incidents took place in Alma (25% of total CFS)
  - Two (2) of Alma's incidents ***were related to local businesses*** (or 4% of Alma CFS totals)

- Of the CFS numbers, 52 were traffic-related (28% of the CFS total):
  - 34 traffic contacts in Fairplay (65% of total traffic related events OR 24% of total Fairplay CFS)
  - 18 traffic contacts in Alma (35% of total traffic related events OR 39% of total Alma CFS)
  - 18 total citations issued
  - 35% of all traffic contacts resulted in citations

- Of the 18 citations issued:
  - 7 were tickets issued in Fairplay (39% of all citations)
  - 11 were violations in Alma (61% of all citations)

- 210 automated citations for speeding violations were approved and sent to violators.

To: Mayor Just and Board of Trustees

From: Tim Medlin, Streets and Utilities Superintendent

Re: Month of May Report

Date: 06/13/2025

Streets and sidewalks

- Hauled recycle to alleys and graded.
- Swept streets and sidewalks
- Patched potholes on 4th St
- Fixed shoulders with recycled asphalt on Meadow Dr
- Fixed a stop sign at 6th and Costello
- The sidewalks were poured at 501 main, 6th and Hathaway, 8th and Hathaway and 6th and Bogue

Utilities

- We started running the Infiltration gallery to test filters.
- The testing will start next month and will try to get the Seaquest Solution started

Facilities

- We continue to cleanup around the shop and office/sanitation plant, organizing parts and equipment
- Graded lot at the office in preparation for town cleanup

Fleet

- Fixed water leaks and a hydraulic leak on the street sweeper
- Oil change and service on police vehicles

Parks

- Cleaned up the camp ground at the Beach
- Trimmed Branches on the River park trail
- Trimmed branches and clean up at Cohan Park
- Put the dock in at the beach
- Inspected the trail work on the River park trail

Staff

- Chris Bannister passed his Water exam and now has his C certification
- I have started doing more equipment training with the crew and hope to get more in next month
- I am very proud of our crew


40M2
AWD
CAT


PARKING
ANY TIME


TURBO 4x4
410E

Town of Fairplay
901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
www.fairplayco.us

MEMO

Date: June 16, 2025
To: Town of Fairplay, Mayor Just & Board of Trustees
From: Julie Bullock & Kelsey Sprys, Special Events Staff
Re: Visitor Center & Events Monthly Staff Report

Below you will find information to update you on what staff is currently working on or has completed:

- **Visitor Center** –
  - Staff received notice on 6/9/25 that the Visitor Center was accepted into the Community Partnership program through the Colorado Tourism Office. Our Visitor Center will now be recognized as a Colorado Welcome Center! Staff will be meeting virtually with the program director on July 14th to discuss next steps and training opportunities.
  - The Visitor Center is now keeping summer hours which is Mon-Fri, 9am-4pm and Sat, 9am-2pm. Volunteers are starting to fill the shifts and staff hope to have a full schedule soon. Those interested in volunteering should reach out to Kelsey Sprys, 719-839-6119, ksprys@fairplayco.us.
- **Town Clean-Up Days** – June 6-8. Town Clean-Up was a success with residents providing positive feedback. Residents were very appreciative of the lunch catered by Soup Pot on Saturday. At the end of the event, 6 roll-off dumpsters were filled and one about 1/3 filled. The 7th partially filled dumpster will remain at the Public Works office until it is filled. 207 tires were accepted and 1,272lbs of electronics were recycled. Overall, less material came in compared to last year.

SUMMER EVENT UPDATE:

- **TGIFairplay Free Concert Series-**
  - All bands, food trucks, activities and plans are secure for the three summer concerts.
- **Independence Day Celebration – Friday, July 4**
  - Burro Buster 5k - registrations are still down. Staff is hopeful that registrations will pick up over the next week as they have in the past. Staff will be pushing the race on social media up until the event. South Park Ace Hardware has been secured as a prize sponsor for the race.
  - The fireworks show is still planned, fire-ban dependent.

- **76th Burro Days Celebration –** July 25-27, 2025
    - Silipints have been such a success over the past three years that staff has ordered them for this year as well.
    - Vendor Update – Staff now has 21 vendors on the wait list.
        - Registration for the 2026 vendor spaces will open on October 1, 2025.
    - Burro Race – registrations are starting to come in, we have 22 registered for the short course and 5 for the long course at this time. Copper challenge coins will be given out to those completing the race.
- **Fairplay Fall Festival** – September 20, 2025
    - One additional band will be joining the set list. Nihilon is a local youth band that first came together at the South Park Rec Center during a rock band camp.
    - Staff visited with the South Park Community Garden who is interested in the Farmer's Market element. A registration form will be created for businesses/individuals wanting to be a Farmer's Market vendor. There will be a $25 charge to sell products.
    - South Park Food Bank is looking at hosting a cider and donut booth and will give their decision after their next board meeting.

Staff will continue to provide updates on Events monthly in our Staff Report. Please let us know if there are any questions about the information provided or on events in general.

Thank you.