RIDGWAY PLANNING COMMISSION
REGULAR MEETING AGENDA
Tuesday, September 24, 2024
5:30 pm

Pursuant to the Town's Electronic Participation Policy, the meeting will be conducted both in person and via a virtual meeting portal. Members of the public may attend in person at the Community Center, located at 201 N. Railroad Street, Ridgway, Colorado 81432, or virtually using the meeting information below.

Join Zoom Meeting
https://us02web.zoom.us/j/87455976561?pwd=8CgaoTZ5evDsO0Pu7mtp850YHpwFHf.1
Meeting ID: 874 5597 6561
Passcode: 127083
To call in dial: 408.638.0968 or 253.215.8782 or 669.900.6833

Written comments can be submitted before the meeting to akemp@town.ridgway.co.us or delivered to Town Hall Attn: Planning Commission

ROLL CALL: Chairperson: Michelle Montague, Commissioners: John Clark, Pam Foyster, Bill Liske, Russ Meyer, Jennifer Nelson, and Jack Petruccelli

PUBLIC HEARING:

1. **Application:** Parkside Townhomes Town House Plat **Location:** Town of Ridgway, Parkside Subdivision Lot 6; **Address:** 779 & 783 N. Laura St.; **Zone:** Residential (R); **Applicant:** Home Trust of Ouray County; **Owner:** Home Trust of Ouray County

ACTION ITEM:

2. Consideration of a roof pitch design standard deviation request for 432 Amy Ct. in Le Ranch Subdivision

WORK SESSION:

3. Presentation and recommendations regarding analysis related to the economic implications of Ridgway's land use mix

4. Discussion about Amending Section 7-4 "Zoning Regulations" of the Ridgway Municipal Code Relating to Accessory Dwelling Units

5. Discussion about Amendments to the Ridgway Municipal Code Relating to Affordable Housing

WRITTEN REPORT:

6. 2025 Planning Projects

APPROVAL OF MINUTES:

7. Minutes from the Regular meeting of August 26, 2024

OTHER BUSINESS:

8. Updates from Planning Commission members

ADJOURNMENT

AGENDA ITEM #1

Community Planning Strategies

CPS

Building People, Places & Community

To: Town of Ridgway Planning Commission

Cc: Preston Neill, *Ridgway Town Manager*
Angie Kemp, AICP, *Ridgway Town Planner*

From: TJ Dlubac, AICP, *CPS, Contracted Town Planner*

Date: September 20, 2024

Subject: Home Trust Townhouse Subdivision for Consideration on September 24th

APPLICATION INFORMATION

Request:	Approval of a Townhouse Subdivision
Legal:	Lot 6, Parkside Subdivision
Address:	779 and 783 N. Laura St. Ridgway, CO, 81432
General Location:	Northwest of N. Laura Street, east of Green Street
Parcel #:	430508414006
Zone District:	Residential - R
Current Use:	Duplex Dwelling Unit
Applicant:	Home Trust of Ouray County Andrea Sokolowski, Executive Director
Owner:	Same as Applicant

PROJECT REVIEW

BACKGROUND

The property is currently one parcel with an existing two-story duplex dwelling unit on it. The parcel is 0.240 acres and is zoned Residential - R. Figure 1 depicts the general location of the project site and its zoning.

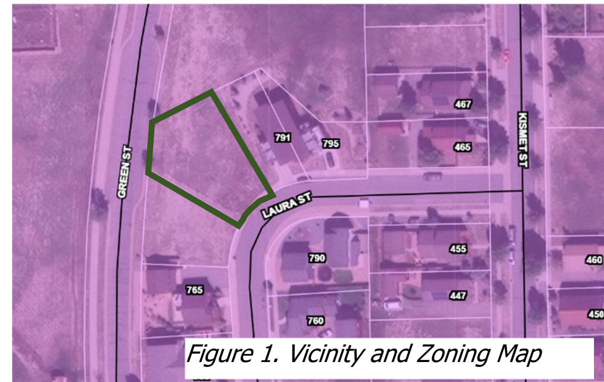

Figure 1. Vicinity and Zoning Map

A building permit for a duplex was issued in October of 2023. The home is still under construction.

The applicant and owner would like to create a townhouse subdivision to allow each unit to be tied to a separate parcel of land, while also creating building footprints. The Home Trust of Ouray County intends to own the land, sell the homes to the home owner, and lease the land to the homeowner. By doing this, the intent is to control the costs better by managing the land costs and keeping the lease rate low.

REQUEST

The Applicant is requesting approval of a Townhouse subdivision to create two properties along the shared party wall between the two residential units and create two building footprints so each unit can be sold separately. The request identifies Lots 1 and 2 and Units 1A and 2A to correspond with each lot.

CODE REQUIREMENTS

RMC §7-5-2(K)(3) APPROVAL CRITERIA FOR A TOWNHOUSE SUBDIVISION

A Townhouse Plat may be approved and accepted by the Planning Commission if the application is found to meet the following criteria:

(a) The proposed [subdivision] conforms to all applicable requirements for the zone district(s) in which the property is located;

(b) The proposed [subdivision] substantially conforms to all other applicable requirements of this code, ordinances, and resolutions; and

(c) The proposed [subdivisions] is consistent with the applicable portions of the Master Plan in the reasonable judgement of the approving body.

RMC §7-5-2(K)(2) PROCEDURES:

(e) Evaluation by Staff and Referral Agencies. Upon determination of completeness, the Town Manager or designee shall refer the application to additional reviewing agencies as set forth in Section 7-5-2(B)(4), Referral Agencies, and review the application for conformance with the requirements and standards of this Municipal Code.

(f) Staff Report. A staff report shall be prepared and provided to the reviewing body in accordance with Section 7-5-2(B)(5), Staff Report.

(g) Review and Action by the Planning Commission.

(i) The Planning Commission shall review the condominium plat application in a manner consistent with Table T-5.1 to evaluate compliance with applicable standards. The final decision to approve, approve with conditions, or deny the application shall be made by the Planning Commission in a manner consistent with Table T-5.1 and be based upon the criteria set forth in Section 7-5-2(K)(3), Approval Criteria.

(ii) The Planning Commission may, in its sole discretion, continue or postpone the meeting to a specified date and time in order to permit preparation of additional information for further review by the Planning Commission prior to making a final decision.

(h) Post Approval. The applicant shall follow the post approval procedurals in accordance with Section 7-5-2(B)(8), Post Approval, including recording the survey plat with the Ouray County Clerk and Recorder.

ANALYSIS

COMPLIANCE WITH COMPREHENSIVE PLAN

This parcel is identified as *Single-Family Neighborhoods* on the Future Land Use Map (updated Feb. 2024) of the 2019 Master Plan. This anticipates the following land uses and development patterns on this parcel:

Maximum Density / Height	2 to 8 du/ac; 2.5 stories
Primary Uses:	Single-family homes and duplexes
Supporting Uses	Parks and recreational facilities, community gardens, and civic and government facilities. Accessory dwellings were permitted
Characteristics	• Single-Family Neighborhoods are made up primarily of single-family homes, with a small number of duplexes and smaller multi-family buildings mixed in, oftentimes near transitions between different land uses. Accessory dwelling units are encouraged where permitted. • The neighborhoods should incorporate open space into the overall design to provide recreational opportunities to residents and/or preserve wildlife habitat or environmentally sensitive lands. • While streets may not follow a grid pattern, connections to existing adjacent developments or areas should be provided for pedestrians and bicyclists to promote walkability.

The project should be in general conformance with the goals and policies identified within the 2019 Master Plan and the Future Land Use Map. Figure 2 depicts the Future Land Use classification of the subject property and surrounding area. The Master Plan provides important insight into the community's vision. Though these goals are not firm requirements, it is important that the applicant showcases the various ways their project meets these goals.

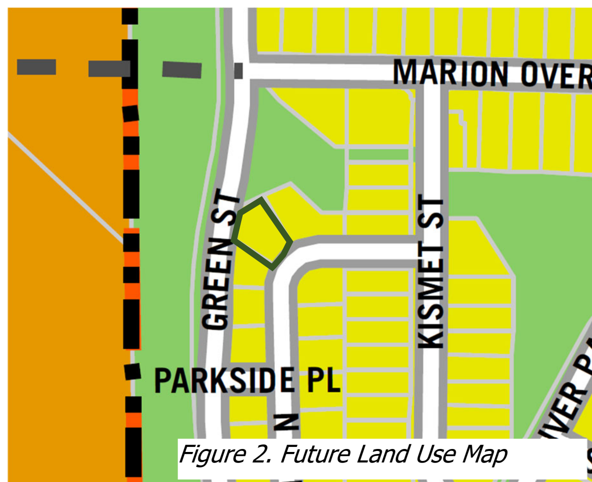

Figure 2. Future Land Use Map

Based on the review of the proposed development, the following Master Plan policies and goals appear to be met by the proposed project:

- GOAL COM-2: Encourage a diversity of housing options that meet the needs of residents
- GOAL CHR-1: Support vibrant, diverse, safe and well-connected neighborhoods.

LAND USES

The applicant is proposing two lots and two residential units. The current and proposed use, is a duplex townhouse, which is a permitted use in the PUD. Lot 6 was depicted as a duplex lot in the original Parkside Subdivision Plat.

DIMENSIONAL STANDARDS

Table T-4.4 sets forth the required dimensional standards that shall be met for various uses within each zone district. For the R zone district, the following standards apply to single-family and duplex uses:

Standard	Requirement	Proposed	
		Lot 1	Lot 2
Min. Lot Width	50'	48.85' – *Approved with Parkside Sub.*	
Min. Lot Size	6,000sf	10,467sf – *Approved with Parkside Sub.*	
Max. Lot Coverage	50%	Approx. 19% - *Approved with Building Permit*	
Min. Front Setback	15'	Met – *Approved with building permit*	
Min. Rear Setback	8' (2' if abuts alley)	~26.51' – A*pproved with building permit*	
Min. Side Setback	5' (2' if abuts alley)	Exterior: 5' and 6.1' Shared: 0'	
Max. Side on Corner Lot	7.5'	n/a	
Structure Height	27'	Met – *Approved with Building Permit*	

SUPPLEMENTAL REGULATIONS
(M) Parking Standards.

(1) Off-Street Parking Requirements. The following off-street parking requirements shall apply unless otherwise indicated in all districts.

Use	Required Parking Spaces
Residences	Single-Family and Duplex: 2 spaces per dwelling unit. All Other Residential: 1 space per dwelling unit

Two (2) off-street parking spaces are required for each unit. Each home has a garage and driveway spaces to accommodate off-street parking. Specifics were reviewed and approved during the review of the building permit.

DESIGN STANDARDS

The project does not propose any new roads, streets, cul-de-sacs, or alleys; the existing infrastructure will be used and provides adequate access. All utility services meet the requirements outlined in this section and are addressed below

UTILITIES
Water and Sewer Services: Services are provided to the duplex units via main lines in N. Laura Street.

PUBLIC NOTICE AND PUBLIC COMMENT

The application was forwarded to referral agencies on August 12, 2024, with a due date of August 23, 2024. The materials were sent to eleven referral agencies and only one agency responded with no comments. The review did require minor edits to the plat document based on the planning review,

however, all of those comments were adequately addressed with updated submittal materials provided on September 9, 2024.

The applicant has submitted a hearing application, associated fees, Townhouse Plat materials, and other required support materials for this public..

The property has been posted and proper notification has been completed by the Town in accordance with RMC §7-5-2(B)(6).

As of the drafting of this staff report, no public comments either for or against the request have been received.

STAFF RECOMMENDATION

Upon review of the application against applicable Town standards, staff recommends that the Town of Ridgway Planning Commission approve the Townhouse Subdivision.

Recommended Motion:

"I move to approve the Parkside Townhouse Subdivision, finding that the criteria set forth in RMC §7-5-2(K)(3) have been met.

Alternative Motions:

Approval with conditions:

"I move to approve the Parkside Townhouse Subdivision finding that the criteria set forth in RMC §7-5-2(K)(3) have been met with the following conditions:

1. ____
2. ____
3. ____

Denial:

"I move to deny the Parkside Townhouse Subdivision finding that the criteria set forth in RMC §7-5-2(K)(3) have not been met."

ATTACHMENTS

1. Application Materials
2. Project Narrative
3. Parkside Townhouse Subdivision

APPLICATION

Official Use Only: Receipt #______________ Date received________________ Initials_______________

General Information

Applicant Name: Home Trust of Ouray County

Application Date: 7/2/2024

Mailing Address: 95 Meadows Circle, Ridgway, CO 81432

Phone Number: (970)309-9314

Email: 95 Meadows Circle, Ridgway, CO 81432

Owner Name: Home Trust of Ouray County

Phone Number: (970)309-9314

Email: director@hometrustoc.org

Address of Property for Hearing: 779 and 783 N Laura Street, Ridgway, CO 81432

Zoning District: Residential

Brief Description of Requested Action

Subdivision of an affordable housing project: Building Footprint and Town House.

Action Requested and Required Fee Payable to the Town of Ridgway

Land Use Applications

Application	Fee	Application	Fee
☐ Administrative Adjustment	$150.00	☐ Minor Amendment to Conditional Use Permit	$100.00
☐ Appeal of Planning Decision	$250.00	☐ Site Plan Review	$1000.00
☐ Conditional Use Permit	$250.00	☐ Temporary Use Permit	$150.00
☐ PUD Zoning	$1500.00 + $25.00 per lot or unit	☐ Variance	$250.00
☐ Major Amendment PUD	$500.00	☐ Zoning Map Amendment	$250.00
☐ Minor Amendment PUD	$250		

Subdivisions

Application	Fee	Application	Fee
☐ Amended Plat	$250.00	☐ Resubmittal of Preliminary Plat	$750.00 + $25.00 per lot or unit
☐ Boundary or Lot Line Adjustment	$300.00	☐ Final Plat	$600.00
☐ Building Footprint	$150.00	☐ Minor Subdivision	$1500.00 + $50.00 per lot or unit
☐ Condominium	$500.00	☐ Resubdivision	$600.00
☐ Lot Consolidation	$300.00	☐ Right-of-Way Vacation	$600.00
☐ Sketch Plan	$300.00 +$10.00/lot or unit	✓ Town House	$500.00
☐ Preliminary Plat	$1500.00 + $25.00 per lot or unit		

Signs

Application	Fee	Application	Fee
☐ Master Sign Plan	$150.00	☐ Master Sign Plan, Appeal	$250
☐ Master Sign Plan, Minor Change	$50.00	☐ Sign Permit	$35.00 per sign
☐ Master Sign Plan, Major Change	$150.00		

Miscellaneous Applications

Application	Fee	Application	Fee
☐ Amendment to Zoning Regulations	$200.00	☐ Other Reviews	$250.00
☐ Annexation	$1500.00	☐ Outdoor Lighting Apeal	$250.00
☐ Construction Documents	$1000.00	☐ Outdoor Light Varience	$250.00
☐ Deviation from Residential, Commercial, or Industrial Design Standards	$175.00	☐ Site Specific Development Plan	$50.00
☐ Mobile Homes or Factory-built housing set up within a lawful mobile home park	$200.00	☐ Statutory Vested Rights	$1500.00
☐ Nonconforming Use, Changev	$150.00	☐ Zoning or Land Use Compliance Letters	$100.00

In addition to the above fees, the applicant shall reimburse the Town for all out-of-pocket costs incurred during the review including legal fees, postage, notice and publishing costs, map costs, engineering fees, etc., together with wages and associated payroll costs for contract employees, plus ten percent to cover overhead and administration. The Town shall bill the applicant periodically as such costs are incurred. Payment is due within 30 days. Bills not paid by the due date shall accrue interest at the rate of one and one-half percent per month or part thereof. No plat shall be recorded, improvement accepted, lien released, building permit issues, tap approved or other final approval action taken until all fees then due are paid to the Town. Such fees may be certified to the County Treasurer for collection as delinquent charges against the property concerned.

The Town Council, in its sole discretion, may defer, reduce and/or waive certain land use fees for projects demonstrating significant public benefit such as perpetual, deed-restricted affordable or workforce housing projects.

Application Signatures

Please note that incomplete applications will be rejected.

Contact with a Planning Commission or Town Council member regarding your application constitutes ex parte communication and could disqualify that Commissioner of Councilor from participating in your hearing.

Please contact staff with any questions.

Applicant Signature		**Date**
Andrea Sokolowski	Digitally signed by Andrea Sokolowski Date: 2024.07.02 18:36:47 -06'00'	7/2/2024

Owner Signature		**Date**
Andrea Sokolowski	Digitally signed by Andrea Sokolowski Date: 2024.07.02 18:37:06 -06'00'	7/2/2024

Town of Ridgway, Colorado Acknowledgment of Fees and Costs

Home Trust of Ouray County ("Applicant") and Home Trust of Ouray County ("Owner") do hereby acknowledge that with the filing of an application, or seeking Town review under Chapter 7, Section 3 or Section 4 of the Town of Ridgway Municipal Code, that it is subject to the requisite fees and costs associated with such action, in accordance with 7-3-20 and 7-4-12, including out-of-pocket legal fees and/or engineering fees.

Applicant and Owner acknowledge that no plat shall be recorded, improvement accepted, lien released, building permit issued, tap approved or final approved action taken until all fees then due are paid to the Town.

Applicant and Owner acknowledge that the Town may suspend review of submittals, inspection of improvements, and processing of a subdivision, as it deems appropriate, unless all amounts are paid as due.

Applicant and Owner further acknowledge that unpaid fees may be certified to the Ouray County Treasurer for collection as delinquent charges against the property concerned.

Acknowledge this 2nd day of July, 20 24.

APPLICANT:

By: Andrea Sokolowski Digitally signed by Andrea Sokolowski Date: 2024.07.02 18:36:47 -06'00'
(Signature)

Andrea Sokolowski **, authorized signer**
(Print Name)

PROPERTY OWNER:

By: Andrea Sokolowski Digitally signed by Andrea Sokolowski Date: 2024.07.02 18:40:12 -06'00'
(Signature)

Andrea Sokolowski **, authorized signer**
(Print Name)

STATE OF COLORADO GRANT AGREEMENT FOR SLFRF

COVER PAGE

State Agency Department of Local Affairs, for the benefit of the Division of Housing	Agreement Number H4AHIG32962 CMS # 189484
Grantee Home Trust of Ouray County UEI/SAMS Number UEI - SJYBBJBUN535	Agreement Performance Beginning Date The Effective Date Initial Agreement Expiration Date March 11, 2025
Agreement Maximum Amount $100,000.00	Fund Expenditure End Date March 11, 2025

Agreement Authority
Authority for this Agreement arises from §24-32-721, C.R.S., and Colorado House Bill 22-1304 Authority exists in the law and funds have been budgeted, appropriated and otherwise made available pursuant to Section 3206 of the "American Rescue Plan Act of 2021" (the "SLFRF Statute") and a sufficient unencumbered balance thereof remains available for payment and the required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.

Agreement Purpose
To assist with construction costs of 2, two-story duplex units, for sale, called Ridgway Duplex (the "Project") in Ridgway, CO.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Budget.
4. Exhibit D, Federal Provisions.
5. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds.
6. Exhibit F, Reserved
7. Exhibit G, Sample SLFRF Reporting Modification Form.
8. Exhibit H, Applicable Laws.
9. Exhibit I, Rent and Income Limits.
10. Exhibit J, Use Covenant and Regulatory Agreement.
11. Exhibit K, Reserved
12. Form 1, Sample Residency Declaration.

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

13. Exhibit D, Federal Provisions.
14. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds.
15. Colorado Special Provisions in **§17** of the main body of this Agreement.
16. The provisions of the other sections of the main body of this Agreement.
17. Exhibit A, Statement of Work.
18. Exhibit J, Use Covenant and Regulatory Agreement.
19. Exhibit I, Rent and Income Limits.
20. Exhibit Exhibit H, Applicable Laws.
21. Exhibit B, Sample Option Letter.
22. Exhibit C, Budget.
23. Exhibit F, Reserved
24. Exhibit G, Sample SLFRF Reporting Modification Form.
25. Exhibit K, Reserved
26. Form 1, Sample Residency Declaration

Principal Representatives

For the State:
Alison George, Director
Division of Housing
Department of Local Affairs
1313 Sherman Street, Rm.320
Denver, CO 80203
alison.george@state.co.us

For Grantee:
Andrea Sokolowski, Executive Director
Home Trust of Ouray County
95 Meadows Circle
Ridgway, CO 81432
director@hometrustoc.org

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE HOME TRUST OF OURAY COUNTY DocuSigned by: By: Andrea Sokolowski 4F3D7731C4074DE... Andrea Sokolowski, Executive Director Date: 3/8/2024 | 5:02 PM MST	**STATE OF COLORADO** Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Maria De Cambra, Executive Director DocuSigned by: By: [signature] 0920A67707B9482... Maria De Cambra, Executive Director Date: 3/12/2024 | 11:25 AM MDT
	DIVISION OF HOUSING Contracting Reviewer DocuSigned by: By: Andrew Paredes 82A7B94B9F32438... Andrew Paredes, Director, Office of Housing Finance and Sustainability Date: 3/11/2024 | 7:22 AM MDT

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: Beulah Messick – DOLA
090ACD88A721474...
Beulah Messick, Controller Delegate

Effective Date: 3/12/2024 | 4:15 PM MDT

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less

at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in **§14,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **12.A.i.**

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of allowable actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State which includes the reasons for the termination and the effective date of the termination. If this Grant is

terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. **"Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

C. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

D. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

E. "**Budget**" means the budget for the Work described in **Exhibit C**.

F. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

G. **"Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

H. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

I. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.

J. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.

K. "**End of Term Extension**" means the time period defined in **§**2.D**2.D**.

L. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

M. "**Extension Term**" means the time period defined in **§2.C.**

N. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a

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Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a Federal program.

O. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.

P. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

Q. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

R. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq*. C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

S. "**Initial Term**" means the time period defined in **§2.B**.

T. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

U. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

V. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

W. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

X. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

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Y. "**Project"** means the overall project described in **Exhibit A** including, without limitation, the Work and the Services.

Z. "**Recipient**" means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.

AA. "**Services**" means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

BB. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

CC. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

DD. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

EE. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

FF. "**Subcontractor**" means third parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.

GG. **"Subject Property"** means real property that Grant Funds are used to acquire; or to which Grant Funds are used to make on-site improvements; or on which Gratn Fundsa re used to construct, rehabilitate, clear, or demolish improvements.

HH. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.

II. "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

JJ. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

KK. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

LL. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit A**.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

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If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. Federal Recovery

The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Grantee shall provide Matching Funds as provided in **§5.A** and **Exhibit A**. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in **Exhibit A** has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in **Exhibit A** and **§5.A** for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement with written approval from the State. The change shall not modify the total maximum amount of this Agreement, the maximum amount for any State fiscal year, or modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted

6. REPORTING – NOTIFICATION

A. Periodic Reports

In addition to any reports required pursuant to **§§6, 7 & 16** of this Agreement, Grantee shall comply with all reporting requirements of **Exhibit A.**

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

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Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of five years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

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D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable; **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI; and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided

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to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly

submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

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

D. Cyber/Network Security and Privacy Liability

This section ☐ shall | ☒ shall not apply to this Agreement.

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

This section ☐ shall | ☒ shall not apply to this Agreement.

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Umbrella Liability Insurance

For construction projects exceeding $10,000,000, Grantee and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §**10.A** through **§10.E** above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of $5,000,000 per occurrence and $5,000,000 in the aggregate.

H. Property Insurance

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

I. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §10.H above, or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

J. Builder’s Risk Insurance

This section ☒ shall | ☐ shall not apply to this Agreement.

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

i. The insurance shall include interests of the property owner, Grantee, and Subcontractors in the Project as named insureds.

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ii. All associated deductibles shall be the responsibility of the Grantee, and Subcontractor. Such policy may have a deductible clause but not to exceed $10,000.

iii. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's and Subcontractor's services and expenses required as a result of such insured loss.

iv. Builders Risk coverage shall include partial use by Grantee and/or property owner.

v. The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

K. Pollution Liability Insurance

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

L. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction Agreements require additional insured coverage for completed operations) required of Grantee and Subcontractors.

M. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

N. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with **§14** within seven days of Grantee's receipt of such notice.

O. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

P. Public Entities

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If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

Q. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's Subcontractor is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the Subcontractor. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal

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Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and Subcontractors with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or Subcontractors. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

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b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement, which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§**13.A**13.A** fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall

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apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Grantee grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Grantee that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Grantee is under Agreement with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors

Grantee shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or Subcontract upon request by the State. All subgrants and Subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a Subcontract or subgrant would also be considered a Subrecipient, then the Subcontract or subgrant entered into by Grantee shall

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also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontract in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§17.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

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

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Agreement, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

i. By the Parties

The State, at its discretion, shall have the option to unilaterally extend the Initial Agreement Expiration Date, change the Agreement Maximum Amount, and in the Statement of Work (**Exhibit A**), adjust the Project Budget, modify the Service Area,

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the Milestones, the Responsible Administrator, the Payment Schedule, and the Remittance Address through an Option Letter in a form substantially similar to **Exhibit B**, properly executed and approved in accordance with applicable State laws, regulations, and policies. Modifications other than by Option Letter shall not take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with State laws, regulations, and policies.

ii. By Operation of Law

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

iii. Items not Requiring Modification - Consents

Where the terms of this Agreement require the Grantee to obtain the consent of the Division of Housing, the Division Director or their delegate shall be authorized to provide such consent.

J. Jurisdiction and Venue

All suits, actions, or proceedings related to this Agreement shall be held in the State of Colorado. Exclusive venue shall be in the City and County of Denver, except as otherwise required by Colorado law.

K. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from

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State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§ 17.A,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

R. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

U. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

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Disclosure or use of State Confidential Information by Grantee in violation of **§8** may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

iii. Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

V. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

W. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq*., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, *et seq*., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

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

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **INDEPENDENT CONTRACTOR.**

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

E. **COMPLIANCE WITH LAW.**

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

F. **CHOICE OF LAW**

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

G. **PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

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H. **SOFTWARE PIRACY PROHIBITION.**

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

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

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

J. **VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other Agreements, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

18. RESTRICTIONS ON PUBLIC BENEFITS

This section ☒ shall | ☐ shall not apply to this Agreement.

Grantee shall confirm that any individual natural person is lawfully present in the United States pursuant to 8 U.S.C. §§1601 *et seq*. when such individual applies for public benefits provided under this Agreement by requiring the applicant to:

B. Produce a verification document in accordance with 62 Fed. Reg. 221 (November 17, 1997), pp. 61,363 - 61,371; and,

C. Execute a Residency Declaration, attached as Form 1, or a substantially similar form as determined by the State.

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EXHIBIT A
STATEMENT OF WORK

1. GENERAL.

1.1 Project Description. The Grantee is being provided with funds (the "Grant Funds") pursuant to the Affordable Housing Investment Grant ("AHIG") program to assist with the new construction of Ridgway Duplex (the "Project") in Ridgway, Colorado. The Project shall include two, two-story, affordable for-sale units, with affordability ranges up to 120% Area Median Income ("AMI"). The Project is also being supported by a NuVista Credit Union Loan, fundraising and donations, and other local grants.

1.2 Service Area. Performance of services for this Agreement shall occur in Ouray County.

1.3 Grantee's Obligations.

1.3.1 Grantee shall complete the Project, administer this Agreement, and provide required documentation to the State as specified herein.

1.3.2 Grantee shall enter into a written agreement(s), the content of which meets DOLA's requirements, with the following individuals or entities prior to disbursing any funds:

1.3.2.1 All Subcontractors engaged by Grantee to aid in the performance of the Work.

1.3.2.2 [Reserved].

1.3.3 Grantee's rights and obligations under this **Exhibit A** are personal and may not be transferred or assigned without the prior, written consent of DOH. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

1.4 Time of Performance. Grantee shall commence performance of its obligations on the Agreement Performance Beginning Date and complete its obligations on or before the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Grant Agreement. Time of Performance may be extended in accordance with **§2C**, **§2D,** or **§16K** of the Grant Agreement. To initiate the extension process, Grantee shall submit a written request to DOH Asset Manager at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.

2. DEFINITIONS.

The following definitions are in addition to the definitions appearing in the main Grant Agreement and other Exhibits.

2.1 Affordability Period. "Affordability Period" is the period described in **§8.2.3.**

2.2 AMI. "AMI" means Area Median Income.

2.3 Beneficiaries. "Beneficiaries" shall mean the persons and/or households who are the end users that benefit from the Project.

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2.4 DOH. "DOH" means the State of Colorado, Division of Housing.

2.5 DOLA. "DOLA" means the State of Colorado, Department of Local Affairs.

2.6 HUD. "HUD" means the United States Department of Housing and Urban Development.

2.7 Low-Income Family. [Reserved].

2.8 Other Funds. "Other Funds" means funding provided or to be provided by other federal, state, local, or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.

2.9 Pre-Agreement Costs. "Pre-Agreement Costs" are costs incurred prior to the Effective Date of this Agreement that are eligible for payment with Grant Funds. Pre-Agreement Costs are allowed only to the extent such costs are specifically identified in **§5.2.4** of this **Exhibit A**.

2.10 Project Close-Out Date. "Project Close-Out Date" shall mean the date DOLA determines the Project is complete as identified in writing to the Grantee.

2.11 Substantial Completion. "Substantial Completion" means DOLA's receipt of a temporary certificate of occupancy for each home in the Project assisted with Grant Funds or an alternative completion document in such form and substance as DOLA reasonably determines to be acceptable to meet the Agreement purposes and requirements.

2.12 AHIG-Assisted Units. "AHIG-Assisted units" shall mean units specifically designated as AHIG-Assisted in the Project, as further described in **§8** of this **Exhibit A**, which shall comply with all applicable State requirements.

2.13 Work. See **§3II** of the main Grant Agreement.

3. DELIVERABLES.

3.1 Outcome. Project Completion in accordance with C.R.S. 24-32-721, Grantee's grant application, the Performance Measures set forth below, and the other terms and conditions of this Grant Agreement.

3.2 Performance Measures. Grantee shall comply with the following Milestones and Target Dates:

Milestone/Grantee shall:	Target Date:
Close on Property	02/14/2023
Begin construction	10/18/2023
Complete 100% of construction and obtain temporary certificate of occupancy	10/31/2024
Sell 100% of units	11/11/2024
Execute and record Beneficiary Use Covenant(s) or Regulatory Agreement(s), return the original to DOH	04/12/2024
Submit a 504 Self Evaluation checklist/plan. Revise all policies and procedures identified as deficient.	08/01/2024

Complete required income calculation training to ensure that each DOH-assisted household is income eligible by determining the household's annual income (as defined in 24 CFR §5.609).	08/01/2024
Prior to entering into a contract with a potential homebuyer (as described in HOMEfires - Vol. 1 No. 10) for DOH-assisted units, submit the applicant file to Asset Manager for review and approval.	On-Going
Upon closing of sale of each AHIG-assisted unit, execute and record DOH Use Covenant and Regulatory Agreement.	On-Going
Submit Homeownership Completion and Monitoring report	On-Going
Submit Homeownership Unit Costs and Ownership Characteristics report for each CDOH-assisted	On-Going
Submit copy of executed regulatory agreements from other funding sources (LURA, other Use Covenants for local HOME or CDBG etc)	On-Going
Submit Minority Owned and Women Owned Businesses (MBE/WBE) Data	On-Going
Submit Quarterly Financial Status Report	Per §7.4.1
Submit Quarterly Performance Report	Per §7.4.2
Submit Project Completion Report	Per §7.4.4

4. KEY PERSONNEL.

4.1 Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this project:

Andrea Sokolowski, Executive Director Home Trust of Ouray County 95 Meadows Circle Ridgway, CO, 81432 email: director@hometrustoc.org

4.2 Other Key Personnel. None

4.3 DOH Asset Manager. Allsun Kilgore, Allsun.kilgore@state.co.us

4.4 Replacement Personnel. If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant to this subsection shall be sent in accordance with **§14** of the main body of the Agreement, with a copy to DOH Asset Manager. Anytime Grantee Key Personnel cease to serve, the State, at its sole discretion, may direct Grantee to suspend work on the Project until such time as the Grantee proposes a replacement and such replacement is approved by DOH.

5. FUNDING.

The amount of funding provided by the State is limited to the Agreement Maximum Amount shown on the Cover Page of the Grant Agreement and is shown in the table in **§5.2.1** as "Grant Funds (DOLA)". The Grant Funds shall be used for activities shown in table in §**5.2.3**.

5.1 Other Funds. Grantee shall provide all funds necessary to complete the Project. All Sources listed below, other than the Grant Funds and Matching Funds (if any), are good faith estimates.

5.2 Project Budget.

5.2.1 Sources.

Source	Amount
Grant Funds (DOLA)	$100,000
NuVista Credit Union Loan	$802,737
Beanstalk Foundation	$16,000
Ouray County Community Fund	$5,000
Dave and Mary Wood Fund	$5,000
Ridgway Ouray Community Council	$1,000
San Miguel Power Community Focus Grant	$2,143
Telluride Foundation Grant	$10,000
Fee Waivers – Town of Ridgway	$22,789
Fee Waivers – NuVista Credit Union	$6,500
Fundraising and Donations	$35,080
Land Donation	$180,000
Total Sources	**$1,186,249**

5.2.2 Uses.

Use	Amount
Acquisition Costs	$180,000
Site Improvements	$25,000
Construction	$854,280
Professional Fees	$11,667
Construction Finance	$67,860
Soft Costs	$17,442
Developer Fee/Profit	$30,000
Total Uses	**$1,186,249**

5.2.3 Grant Funds (DOLA). Costs eligible for payment with DOLA Grant Funds are limited the items and amounts listed in the table below (subject to any line item adjustments made pursuant to **§5.4.1)**.

Eligible Use	Amount
Construction Costs	$100,000
Total	**$100,000**

5.2.4 Pre-Agreement Costs. [Reserved].

5.3 Matching Funds. No Matching Funds shall be required for this Grant Agreement.

5.4 Project Budget Line Item Adjustments.

5.4.1 If the table in **§5.2.3** lists more than one Eligible Use, Grantee shall have authority to make adjustments between line items, up to an aggregate of 10% of such line item, without the prior approval of the State. Such authority shall not allow Grantee to transfer to or between administration budget lines (e.g. development fees, overhead and project delivery). Grantee shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

5.4.2 Changes to individual line item amounts in excess of 10% require prior written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State may unilaterally execute an Option Letter accepting such request pursuant to **§18.K** of the Grant Agreement.

6. PAYMENT.

Payments to Grantee shall be made in accordance with the provisions of **§5** of the Grant Agreement, and this §**6** of **Exhibit A.**

6.1 Payment Schedule. Grantee shall submit all payment requests in a timely manner. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20th of each month. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month's pay request. Grantee shall submit payment requests to the DOH Asset Manager listed in **§4.3**. The DOH Asset Manager shall review the payment request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment.

Payment	Amount	
Interim Payment(s)	$95,000	Paid upon DOLA's receipt and approval of a written request for payment and expense documentation of eligible costs.
Final Payment	$5,000	Paid upon DOLA's receipt and approval of a written request for payment, expense documentation of eligible costs, Beneficiary data, and all required reports.
Total	$100,000	

6.2 Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the Agreement:

Home Trust of Ouray County 95 Meadows Circle Ridgway, CO, 81432

6.3 Interest. If advance payments are authorized, Grantee or Subgrantee may keep interest earned from Grant Funds up to $500 per year for administrative expenses. All interest earned in excess of $500 shall be remitted to DOLA.

6.4 Withholding of Payments. In addition to any other rights that the State has with respect to enforcement of this Agreement, DOH may, at its discretion, withhold its approval of payment requests submitted by Grantee pursuant to **§6.1** pending Grantee's submission and DOH's review and approval of:

6.4.1 Proof that **Exhibit J** (the Use Covenant and Regulatory Agreement) has been properly recorded.

6.4.2 Any reporting required pursuant to the terms of the main body of the Grant Agreement or this **Exhibit A.**

7. ADMINISTRATIVE REQUIREMENTS – STATE.

Grantee shall administer Grant Funds in accordance with the requirements of this Agreement, Division of Housing (DOH) Guidelines, and this **Exhibit A**.

7.1 Accounting. Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in **§5.2** above.

7.2 Audit Report. If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with DOLA, Grantee shall submit the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500, *et seq*., to:

Department of Local Affairs Accounting & Financial Services 1313 Sherman Street, Room 323 Denver, CO 80203, or email to: dola.audit@state.co.us, and allsun.kilgore@state.co.us

7.3 Cost Certification. Grantee shall ensure completion of a cost certification for the Project performed by a certified public accountant and shall submit a copy to DOLA within thirty (30) days of Substantial Completion or full lease-up of the Project, whichever is later.

7.4 Reporting. In addition to all reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee as provided in **§6** of this **Exhibit A**.

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7.4.1 Financial Status Report. Within twenty (20) calendar days of the end of each quarter.

7.4.2 Performance Report. Within twenty (20) calendar days of the end of each quarter.

7.4.3 Lease-up Report. [Reserved].

7.4.4 Project Completion Report. Within thirty (30) calendar days of the Substantial Completion or full lease-up of the Project, whichever is later, the Grantee shall submit one original copy of the AHIG Project Completion Report including all attachments, and one copy of the final Financial Status Report. If Grantee does not utilize all of the Grant Funds, then Grantee shall provide DOLA with a deobligation letter with the final completion report.

7.4.5 Davis-Bacon Payroll Reports. [Reserved].

7.4.6 Program Income. [Reserved].

7.5 Monitoring. The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy and **§§7B** and **C** of the Grant Agreement. Final evaluation of the Project will be accomplished when DOLA approves the Project Completion Report.

7.6 Bonds. If the Work involves new construction, rehabilitation, site or facility improvements, Grantee, Subgrantee or the Subcontractor(s) performing such Work shall secure the bonds listed below from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and authorized to do business in Colorado.

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

7.6.2 Performance Bond. A performance bond on the part of the Grantee, Subgrantee or their Subcontractor for one-hundred percent (100%) of the awarded contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Grantee, Subgrantee or their Subcontractor's obligations under such contract.

7.6.3 Payment Bond. A payment bond on the part of the Grantee, Subgrantee or their Subcontractor for one-hundred percent (100%) of the awarded contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

7.6.4 Substitution. Grantee may request and DOLA may approve, at its sole discretion, a waiver to allow another form of surety in lieu of the bonding requirements in this **§7.6**. Such surety shall be in the form of an Irrevocable Letter of Credit (LOC) or cash collateral, in form and substance acceptable, and

payable, to the State. The amount of the surety shall be no less than the total amount of the Grant Funds.

7.7 Single Family Owner-Occupied Housing Rehabilitation Program. [Reserved].

7.8 Downpayment Assistance Program. [Reserved]**.**

8. PROJECT REQUIREMENTS.

8.1 Affordability Requirements - Rental. [Reserved].

8.2 Affordability Requirements – Homebuyer, and Homeowner Rehabilitation Projects/Programs.

8.2.1 AHIG-Assisted Units. Grantee shall designate number (#) units at the Project as AHIG-assisted. The unit designated as AHIG-assisted shall be of the type set forth in the table below.

Unit Type	3-BR	Total	Income Limit
AHIG-Assisted	1	1	≤ 120% of AMI
Other Affordable	**1**	**1**	≤ 120% of AMI
Total Units	**2**	**2**	

8.2.2 Fixed Units. The location of the AHIG-assisted units shall be fixed throughout the Affordability Period.

8.2.3 Affordability Period - Homeownership. The AHIG-assisted units shall be used to provide housing for Eligible Beneficiaries for a period of thirty (30) years (the "Affordability Period").

8.2.4 Eligible Beneficiaries. Eligible Beneficiaries are households that are lawfully present and have annual gross income that does not exceed one hundred and twenty percent (120%) of AMI. Income limits by household size for the area in which the Project is located are provided in **Exhibit I**. Income limits are updated annually by HUD and republished on DOLA's website. Grantee is responsible for verifying the applicable income limit in effect at the time each AHIG-assisted unit is sold.

8.2.4.1 Income Eligibility Determinations. Grantee shall ensure that household purchasing an AHIG-assisted unit is income eligible by determining the household's annual income (as defined in 24 CFR §5.609).

8.2.4.2 Lawful Presence. Pursuant to **§18** of the Grant Agreement, prior to entering into a purchase and sale agreement with any Eligible Beneficiary for a AHIG-assisted unit, Grantee shall verify that each individual natural person 18 years of age or older in the applicant household is lawfully present in the United States pursuant to 8 U.S.C. §§1601, et seq.

8.2.5 Homebuyer Deed Restriction - Recapture. [Reserved].

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8.2.6 Homebuyer Deed Restriction - Resale. At or prior to the closing of the sale of each AHIG-assisted unit Grantee shall properly execute and record a DOH Use Covenant and Regulatory Agreement in a form substantially equivalent to **Exhibit J**. Grantee shall promptly provide DOLA with a copy of the recorded document.

8.2.7 Noncompliance. If the AHIG-assisted units are not used to house Eligible Beneficiaries, at Affordable Rents throughout the Affordability Period, Grantee shall repay the full amount of the Grant Funds to the State, within sixty days of the State's request.

8.2.8 Homeownership Counseling. Grantee shall ensure that the purchasing household receives HUD or State approved homeownership counseling prior to date of closing.

8.3 Program Income. [Reserved].

9. PROPERTY STANDARDS

9.1 New Construction. Newly constructed facilities shall meet all applicable codes and ordinances as of the Project Close-Out Date. All new construction projects shall also meet the requirements below:

9.1.1 Accessibility. The housing and its common areas shall meet the accessibility requirements of Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR Parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, shall also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619).

9.1.2 Disaster mitigation. The housing shall be constructed to mitigate the impact of potential disasters (e.g., earthquakes, flooding, and wildfires), in accordance with State and local codes, ordinances, or other State and local requirements, or such other requirements as DOLA may establish.

9.1.3 Written cost estimates, construction contracts and construction documents. The construction contract(s) and construction documents shall describe the Project in adequate detail for DOLA to conduct inspections. Grantee shall make available to DOLA written cost estimates for construction.

9.1.4 Construction progress inspections. Grantee shall permit the State to conduct progress and final construction inspections. It is a condition precedent to funding that the State determine that work is done in accordance with the applicable codes, the construction contract, and construction documents.

9.2 Rehabilitation. [Reserved].

9.3 Acquisition. [Reserved].

9.4 Downpayment Assistance. [Reserved].

9.5 TBRA. [Reserved].

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9.6 Ongoing property condition standards*:* The Grantee shall comply with the property standards set forth in the Use Covenant and Regulatory Agreement (**Exhibit J**), if applicable.

9.7 Section 504 (29 USC 793), as amended. [Reserved].

10. Administrative Requirements – Federal

10.1 Affirmative Marketing Plan. [Reserved].

10.2 Minority Outreach. Grantee shall take actions to ensure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services. Consistent with this requirement, Grantee shall prescribe procedures acceptable to the State to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, in any subcontracts entered into by the Grantee. Grantee shall maintain documentation of all such actions in its procurement practices, provide this documentation to DOLA upon request, and report outcomes with the Project Completion Report.

10.3 Davis-Bacon Act.

This section ☐ shall ☒ shall not apply to this Agreement.

If Davis-Bacon wages are applicable to the Project, the lead agency responsible for compliance enforcement shall be: N/A.

10.4 Section 3 of the HUD Act of 1968 and 24 CFR Part 135.

This section ☐ shall ☒ shall not apply to this Agreement.

In accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135, to the greatest extent feasible, Grantee and Subgrantee (if applicable) shall, consistent with existing Federal, State, and local laws and regulations, ensure that employment and other economic opportunities generated by this HUD-financed project be directed to persons whose income is equal to or less than 80% of AMI, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to persons whose income is equal to or less than 80% of AMI.

Grantee shall maintain documentation of all such efforts in its hiring and procurement practices, provide this documentation to DOLA upon request, and in accordance with §75.25, report labor hours during project monitoring. If reporting indicates that the agency has not met the Section 3 benchmarks described in §75.23, Grantee and Subgrantee (if applicable) must report on the qualitative nature of its activities and those its contractors pursued per 24 CFR §75.15(b) and §75.25(b).

10.5 Environmental Requirements. [Reserved].

10.6 Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974 (Section 104(d)). If this Project includes acquisition, rehabilitation, demolition, or conversion, Grantee is required to follow a Residential Anti-displacement and Relocation Assistance Plan, which complies with all URA and Section 104(d) requirements. Guidance to achieve compliance with all acquisition,

rehabilitation, demolition, and conversion activities can be found in HUD Handbook 1378 (Handbook), as HUD may amend from time to time. Therefore, Grantee shall comply with all applicable requirements in the Handbook, including, without limitation, the following:

10.6.1 General. All property owners and permanently displaced, temporarily displaced, and non-displaced residents, tenants, and businesses affected by the Project shall receive required notices, advisory services, and benefits.

10.6.2 Acquisition. All acquisitions associated with this Project shall meet the Voluntary Acquisition requirements of the Handbook.

10.6.3 Demolition and Conversion. All occupied or vacant but occupiable lower-income dwelling units (as defined at 24 CFR 42.305) that are demolished or converted to a use other than lower-income housing shall be replaced as required by Section 104(d).

10.6.4 Recordkeeping. Records demonstrating compliance with these requirements shall be maintained in accordance with the requirements of the Handbook, for the period specified in the Handbook or **§7** of the Agreement, whichever results in a longer retention period.

If the State and/or HUD determine that Grantee or Subgrantee did not comply with URA and/or 104(d) requirements, Grantee agrees to take corrective action as the State requires, including but not limited to locating displaced tenants and providing benefits to which those tenants were entitled in arrears.

10.7 Civil Rights. Regardless of Project type, Grantee shall comply with civil rights statutes and regulations, including Title VIII of the Civil Rights Act of 1968 ("Fair Housing Act"), Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Section 109 of Title I of the Housing and Community Development Act of 1974, Title II of the Americans with Disabilities Act of 1990, the Architectural Barriers Act of 1968, and the Age Discrimination Act of 1975. Additional reference information is provided in **Exhibit H**. Laws specifically relevant to this Agreement include, without limitation, the following:

10.7.1 Fair Housing Act, as amended. The Fair Housing Act prohibits discrimination in housing-related transactions based on race, color, national origin, religion, sex, familial status, and disability.

10.7.2 Section 504, as amended. Section 504, as amended, provides that no qualified individual with a disability may, only by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10.7.2.1 Section 504 Self Evaluation. Grantee has submitted or shall submit a Section 504 Self Evaluation and shall revise all policies and procedures identified, which may result in prohibited exclusion or discrimination of disabled persons, to comply with Section 504. Additionally, Grantee shall evaluate reasonable accommodation requests and comply with

Section 504 requirements to make such reasonable accommodations that provide disabled individuals equal opportunities to benefit from the Project.

END OF EXHIBIT A

EXHIBIT B, SAMPLE OPTION LETTER

SAMPLE OPTION LETTER

State Agency Department of Local Affairs, for the benefit of the Division of Housing	**Grantee** [Grantee's full legal name.]
Encumbrance Number H4AHIG00000	**Option Letter Number** (1, 2, 3, etc.)
(Current) Agreement Maximum Amount $000,000.00	**(New) Agreement Maximum Amount** $000,000.00
(Current) Initial Agreement Expiration Date Month, Day, Year	**(New) Initial Agreement Expiration Date** [Month, Day, Year]
Existing CMS Number(s) 000000, 000000, 000000	**(New) CMS Number** (This Option Letter) 000000
Effective Date The date this Option Letter is signed by the State Controller.	

1. **OPTIONS:** *(Select all that are applicable.)* In accordance with **§16I** of the Original Agreement referenced above, as amended, the State hereby exercises its option to modify the following:

   ☐ A. Initial Agreement Expiration Date.

   ☐ B. Agreement Maximum Amount.

   ☐ C. Project Budget.

   ☐ D. Payment Schedule.

   ☐ E. Milestones.

   ☐ F. Service Area.

   ☐ G. Responsible Administrator.

   ☐ H. Remittance Address.

2. **REQUIRED PROVISIONS:**

   1. For use with Option 1(A): The Initial Agreement Expiration Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Initial Agreement Expiration Date shown in the table above.

   2. For use with Options 1(B): The Agreement Maximum Amount shown on the Cover Page of the Agreement referenced above, as amended, is hereby deleted and replaced with the (New) Agreement Maximum Amount shown in the table above.

   3. For use with Option 1(C): The Project Budget in **§5.2** of the Statement of Work (**Exhibit B)**, as amended, is deleted and replaced with the following:

5.2. Project Budget.

5.2.1. Sources

Source	Amount
[Source]	$x.xx
Total	**$x.xx**

5.2.2. Uses/Project Activities

Use/Project Activity	Amount
[Use]	$x.xx
Total	**$x.xx**

5.2.3. Eligible Uses of DOLA Grant Funds

Eligible Activity	Amount
[Eligible Use]	$x.xx
Total	**$x.xx**

5.2.4 Pre-Agreement Costs. [Reserved].

4. **For use with Option 1(D):** The **Payment Schedule** in **§6.1** of the Statement of Work (**Exhibit B)**, as amended, is deleted and replaced with the following:

6.1 Payment Schedule. Grantee shall disburse Grant Funds received from the State within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	$x.xx	Paid upon DOLA's receipt and approval of a written request for payment and expense documentation of eligible costs.
Final Payment	$x.xx	Paid upon DOLA's receipt and approval of a written request for payment, expense documentation of eligible costs, Beneficiary data, and all required reports.
Total	**$x.xx**	

5. **For use with Option 1(E):** The Milestones in **§3.3** of **Exhibit B**, as amended, is deleted and replaced with the following:

3.3. Performance Measures. Grantee shall comply with the following Milestones and Target Dates:

Milestone:	Target Date
[Milestone]	[Date]
[Milestone]	[Date]
[Milestone]	[Date]

6. **For use with Option 1(F):** The Service Area in **§3.2** of **Exhibit B**, as amended, is deleted and replaced with the following:

3.2. Service Area. The performance of Services for this Agreement shall be located in [Area], State of Colorado.

7. **For use with Option 1(G):** The Responsible Administrator in **§4.1** of **Exhibit B**, as amended, is deleted and replaced with the following:

4.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this Project:

[Name, Title] [Entity Name] [Address] [City, State, Zip Code] [e-mail address]

8. **For use with Option 1(H):** the Remittance Address in **§6.2** of **Exhibit B**, as amended, is deleted and replaced with the following:

   6.2 Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the Agreement:

[Grantee Name] [Street Address] [City, State Zip Code]

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE OF COLORADO Jared S. Polis, Governor **Department of Local Affairs** Maria De Cambra, Executive Director By: ______________________________ Rick M. Garcia, Executive Director Date: ______________________	**STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By: ________________________________ DOLA Controller Delegate Option Effective Date: _________

EXHIBIT C, BUDGET

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in Exhibit C will determine what is reported on as outlined in Exhibits D-G.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
H4AHIG32962	**Ridgway Duplex**	**EC 6.1, Revenue Replacement – Provision of Government Services**	**$100,000.00**
Total			**$100,000.00**

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

1.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates tab).

Exhibit D, Federal Provisions

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

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2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

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fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID Number" means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

4.2. UEI. Grantee shall provide its UEI number to its Prime Recipient, and shall update Grantee's information in SAM at least annually.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. **All Expenditure Categories**

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient UEI Number;

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8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization UEI Number;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's UEI Number as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employement and Wage Statistics, whichever is higher, OR the eligible worker reciving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

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8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over $10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

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11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

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12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

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12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

EVENT OF DEFAULT AND TERMINATION.

14.3. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

14.4. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.4.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.4.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

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14.4.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.4.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

14.4.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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Exhibit E, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

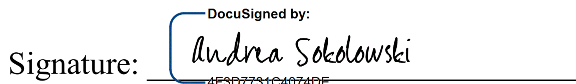
As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name ____Home Trust of Ouray County_______________________________

Authorized Representative: Andrea Sokolowski________________________

Title: ___Executive Director________________________________

Signature: 

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AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

   Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must

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8. disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

      ix. Generally applicable federal environmental laws and regulations.

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c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

   ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

   iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

   iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

   v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for Agreement or grant oversight or

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management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition

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of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

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10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

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EXHIBIT F, RESERVED

Exhibit G – SAMPLE SLFRF REPORTING MODIFICATION FORM

Grantee:			Grant Agreement No:	
Project Title:			Project No:	
Project Duration:	To:		From:	
State Agency:				

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Grantee ______________________ Date ______________________

State Agency Grant Manager ______________________ Date ______________________

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EXHIBIT H – APPLICABLE LAWS

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

1. Housing and Community Development Act of 1974, Pub L, No. 93-383, as amended.
2. Cranston-Gonzales National Affordable Housing Act of 1990, as amended
3. 24 CFR Part 92, HOME Investment Partnerships Program Final Rule
4. State of Colorado Community Development Block Grant (CDBG) Guidebook, available on DOLA's website.
5. 24 CFR Parts 0-91 Housing and Urban Development.
6. 24 CFR Subtitle B, Chapter I – XXV, HUD.
7. 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.
8. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
9. 2 CFR Part 230, Cost Principles for Non-Profit Organizations.
10. 2 CFR Part 200 Section 500, *et seq*., Audit Requirements.
11. §29-1-601, *et seq*., C.R.S., Local Government Audit Law.
12. §24-32-106 C.R.S., Powers of the director provision.
13. §24-32-705(1)(i) C.R.S., DOH ability to accept and receive grants
14. 16 USC §469, *et seq*., Historic Preservation
15. 2 USC Chapter 26, Disclosure of Lobbying Activities.
16. 5 USC §552a, Public Information; agency rules, opinions, order, records and proceedings (Privacy Act 1974).
17. 8 USC §1101-1646, Immigration and Nationality.
18. 12 USC §§1701- 1701z-15, National Housing Act.
19. 15 USC Chapter 49, Fire Prevention and Control.
20. 16 USC Chapters 1-92, Conservation.
21. 16 USC §469, *et seq*., Historic Preservation
22. 16 USC §1531, *et seq*., Endangered Species
23. 16 USC §1271, *et seq*., Wild and Scenic Rivers
24. 20 USC Chapter 38, Discrimination Based on Sex or Blindness (Title IX, as amended, Education Amendment of 1972).
25. 29 USC Chapter 8, §§201, 206, *et seq*., as amended, Labor.
26. 29 USC Chapter 14 Age Discrimination in Employment.

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27. 29 USC Chapter 16, §§793-794, *et seq*., as amended, Vocational Rehabilitation and Other Rehabilitation Services.
28. 31 USC Subtitles I – VI, Money and Finance.
29. 40 USC Subtitle I, Federal Property and Administrative Services.
30. 40 USC Subtitle II, Public Buildings and Works.
31. 40 USC §§ 3141 – 3148, Wage Rate Requirements (Davis Bacon).
32. 40 USC §§ 3701 – 3708, Contract Work Hours and Safety Standards Act.
33. 40 CFR Parts 1500-1508, Council on Environmental Quality (Regulations Implementing NEPA).
34. 41 CFR Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
35. 41 USC § 6502, *et seq*., Walsh-Healey Public Contracts Act.
36. 41 USC Chapter 81, Drug Free Workplace.
37. 42 USC Chapter 6A, Public Health Service.
38. 42 USC Chapter 21, Civil Rights.
39. 42 USC Chapter 45 Fair Housing.
40. 42 USC Chapter 50, National Flood Insurance.
41. 42 USC Chapter 55, National Environmental Policy.
42. 42 USC Chapter 63, Lead-Based Paint Poisoning Prevention.
43. 42 USC Chapter 69, Community Development.
44. 42 USC Chapter 76, Age Discrimination in Federally Assisted Programs.
45. 42 USC Chapter 85, Air Pollution Prevention and Control.
46. 42 USC Chapter 89, Congregate Housing Services.
47. 42 USC Chapter 126, Equal Opportunity for Individuals with Disabilities.
48. 42 USC Chapter 130, National Affordable Housing.
49. 42 USC §§300f – 300j-26, Safe Drinking Water
50. 49 CFR Part 24, as amended, Uniform Relocation Assistance and Real Property for Federal and Federally Assisted Programs.
51. §24-34-301, *et seq*., C.R.S., Colorado Civil Rights Division.
52. §24-34-501, *et seq*., C.R.S., Housing Practices.
53. §24-75-601, *et seq*., C.R.S., Legal Investment of Public Funds.
54. Executive Order 11063, HUD Equal Opportunity in Housing, as amended by Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs.
55. Executive Order 11593, Protection and Enhancement of the Cultural Environment.

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56. Executive Order 11988, Floodplain Management.
57. Executive Order 11990, Protection of Wetlands
58. Public Law 110-289, Housing and Economic Recovery Act of 2008.
59. Public Law 111-203, Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.
60. Compliance with all applicable standards, orders, or requirements issued pursuant to section 508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of $100,000).
61. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871). [53 FR 8068, March 11, 1988, as amended at 60 FR 19639, Apr. 19, 1995]

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EXHIBIT I
RENT & INCOME LIMITS*
COLORADO DIVISION OF HOUSING
Project # 32-962 AHIG Ridgway Duplex
CMS #189484

		2023 MAXIMUM RENTS	2023 INCOME LIMITS					
County	AMI	3 BDRM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON
OURAY	120%	2,905	78,240	89,400	100,560	111,720	120,720	129,600

***Borrower is responsible for monitoring and complying with all updates to Rent and Income Limits.**

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When Recorded Return to:
COLORADO DIVISION OF HOUSING
1313 SHERMAN STREET, ROOM 320
DENVER, CO 80203
ATTN: Allsun Kilgore

COLORADO DEPARTMENT OF LOCAL AFFAIRS
USE COVENANT AND REGULATORY AGREEMENT

THIS USE COVENANT AND REGULATORY AGREEMENT ("Covenant") is made by Home Trust of Ouray County, a Colorado nonprofit corporation ("Grantor"), whose business address is 95 Meadows Circle, Ridgway, CO 81432 as owner of the Ridgway Duplex (the "AHIG-Assisted Unit") described herein below.

SEE ATTACHMENT 1

The State of Colorado, by and through the Department of Local Affairs, for the benefit of the Division of Housing (the "State" or "DOLA") provided Affordable Housing Investment Grant ("AHIG") Program funds to Home Trust of Ouray County through Grant Agreement H4AHIG32962 (the "Funding Agreement") for use in the construction an affordable duplex unit, known as Ridgway Duplex, and located at 783 N. Laura Street, Ridgway, CO 81432 (the "Project").

As a condition precedent to DOLA's disbursement of the funds, Grantor agreed to designate or cause certain for-sale duplex unit at the Project to be designated as an AHIG-Assisted Unit, and to execute and promptly record a Covenant against such AHIG-Assisted Unit among the real property records at the office of the clerk and recorder for the County of Ouray to ensure that each AHIG-Assisted Unit is used to provide affordable housing to Eligible Beneficiaries at an Affordable Sales Price and to ensure that the housing is utilized in compliance with the requirements of the AHIG program regardless of ownership.

NOW, THEREFORE, the following is established as a Covenant running with the AHIG-Assisted Unit;

1. **Use Restriction**. During the Affordability Period, as defined below, the AHIG-Assisted Unit shall be used to provide housing to Eligible Beneficiaries at an Affordable Sales Price. The AHIG-Assisted Unit shall not be used for any purpose other than affordable housing.

2. **Change in Use**. No change in use is permitted without the express written consent of DOLA.

3. **Affordability Period**. Immediately prior to the initial sale of the AHIG-Assisted Unit to an Eligible Beneficiary, Grantor shall cause this Covenant to be recorded as a real property record in the official records of the office of the Clerk and Recorder of Ouray County. This Covenant shall encumber the Property, without regard to the term of any mortgage or transfer of ownership, for thirty (30) years from the date the Project is complete (the "Project-Close Out Date") as identified in writing to the original recipient of the funds. Repayment of the grant funds provided shall not terminate the affordability period.

4. **Eligible Beneficiaries**.

    4.1. **Initial Sale**. The housing must be acquired by a homebuyer whose family qualifies as an Eligible Beneficiary, and the housing must be the principal residence of the family throughout the Affordability Period. "Eligible Beneficiary" means a household that is lawfully present in the United States pursuant to 8 U.S.C. §§1601 and whose annual income (as defined at 24 CFR 5.609) is less than or equal to the

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applicable income limit (120 % of Area Median Income ("AMI")) in effect at the time such household occupies their unit. In determining the income eligibility of the family, the income of all persons living in the housing must be included. AMI data is published annually by the Colorado Housing and Finance Authority ("CHFA"), based on data published by the Department of Housing and Urban Development (HUD), or if no longer published, shall be determined using an equivalent index designated by DOLA.

4.2. **Resale**. Pursuant to 24 CFR §92.254(a)(5), if the housing does not continue to be the principal residence of the initial purchaser for the duration of the Affordability Period the housing shall be made available for subsequent purchase only to a buyer whose family qualifies as an Eligible Beneficiary and will use the property as the family's principal residence.

4.3. **Lawful Presence**. Prior to entering into a purchase agreement with any Eligible Beneficiary, the Grantor shall verify that each individual natural person in the applicant household is lawfully present in the United States pursuant to 8 U.S.C. §§1601, *et seq*.

5. **Affordable Sales Price**.

5.1. **Initial Sale**. [Reserved].

5.2. **Resale**. Pursuant to 24 CFR §92.254(a)(5), if the housing does not continue to be the principal residence of the initial purchaser for the duration of the Affordability Period, the price at resale must ensure the original AHIG-Assisted Unit owner a 'fair return on investment' (including the homeowner's investment and any capital improvement) and ensure that the housing will remain affordable to a 'reasonable range of low-income homebuyers'. In the event that the resale price necessary to provide a 'fair return' is not affordable to the subsequent buyer, the Grantor shall follow the procedures set forth in the State's Consolidated Plan.

6. **Maximum Mortgage Payment**. In order to ensure that the AHIG-Assisted Unit is affordable to a reasonable range of low-income homebuyers, the monthly mortgage payment of the Eligible Beneficiary, including principal, interest, taxes and insurance ("PITI"), plus any land lease fees or homeowners association fees, shall not exceed thirty percent (30%) of the gross income of the Eligible Beneficiary at the time the Eligible Beneficiary acquires the AHIG-Assisted Unit. This restriction shall apply to the initial sale and all subsequent re-sales of the AHIG-Assisted Unit made during the Affordability Period. Eligible Beneficiaries shall not permit any additional liens or mortgages to be placed against the AHIG-Assisted Unit without the prior written consent of DOLA, other than a first mortgage used to purchase the AHIG-Assisted Unit.

7. **Re-Sale of the AHIG-Assisted Unit**. Grantor shall keep and maintain complete records regarding all sales of the AHIG-Assisted Unit for at least six (6) years beyond the end of this Covenant, and make this information available to DOLA upon request.

8. **Conversion of Unsold Homeownership Unit to Rental Housing**. [Reserved].

9. **Principal Residence**. The AHIG-Assisted Unit shall only be used as the homeowner's principal residence. The AHIG-Assisted Unit may not be used as rental housing.

10. **Preserving Affordability**. In order to preserve the affordability of the Property, Grantor may utilize a purchase option, right of first refusal or other preemptive right before foreclosure, or at the foreclosure sale to acquire the Property. In such case, the housing must be sold to a new Eligible Beneficiary homebuyer within a reasonable period of time. In the event a person or entity who is not eligible to own the Property acquires title to the Property, Grantor may, at its option, require owner to sell the Property to an Eligible Beneficiary at the Affordable Sales Price.
11. **Enforcement**. State or the Grantor may take any and all legal action necessary to enforce the terms of this Covenant and shall be entitled to any and all available remedies, including without limitation, specific performance and injunctive relief.
12. **Compliance**. Grantor shall respond in a timely manner to DOLA's requests for information and cooperate with DOLA requests for information and to conduct on-site inspections of the AHIG-Assisted Unit.
13. **Binding Effect**. All provisions of this Covenant, including the benefits and burdens, shall extend to and be binding upon the parties' respective successors and assigns.
14. **Release**. Upon satisfaction of the terms of this Covenant and request of the parties or the AHIG-Assisted Unit owner, State shall record a release of this Covenant.

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SIGNATURE PAGE

GRANTOR:

HOME TRUST OF OURAY COUNTY, a
Colorado nonprofit corporation

By: ______________________________
Andrea Sokolowski, Executive Director

Date: ____________________________

State of)
) ss.
County of)

The foregoing instrument was subscribed to and acknowledged before me this _________ day of __________________, 2024, by __________________________ as__________________________ of _________________________Witness my hand and official seal.

____

My commission expires:

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ATTACHMENT 1:
LEGAL DESCRIPTION

Lot 6 Duplex Lots Parkside Subdivision Section: 8 Township: 45 Range: 8, County of Ouray, State of Colorado

FORM 1 -
RESIDENCY DECLARATION

In order to be eligible to receive the assistance you seek, you, as an applicant must be lawfully within the United States. Please read this Declaration carefully. Please feel free to consult with an immigration lawyer or other expert of your choosing.

I, ____________________________________, swear or affirm under penalty of perjury that (check one):

☐ I am a United States citizen, or

☐ I am a non-citizen national of the United States, or

☐ I have an immigration status that makes me a "qualified alien."

I hereby agree to provide any documentation which may be required pursuant to Federal law, Interim Guidelines published by the United States Department of Justice (62 FR 61344) or, if applicable, Colorado laws and regulations, if the Colorado laws are not inconsistent with Federal law.

I acknowledge that making a false, fictitious, or fraudulent statement or representation in this Declaration is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statues §18-8-503 and shall constitute a separate criminal offense each time a public benefit is fraudulently received.

____
Name (please print)

____
Signature

____
Date

Outlook

Re: Home Trust Townhome/Building Footprint Review Comments

From Andrea Sokolowski <director@hometrustoc.org>
Date Mon 9/9/2024 4:34 PM
To TJ Dlubac <TDlubac@PlanStrategize.com>
Cc Angie Kemp <akemp@town.ridgway.co.us>; Preston Neill <pneill@town.ridgway.co.us>

2 attachments (626 KB)
Letter 2023 09 15.pdf; 20240909 Revised Plat.pdf;

TJ,

Please see attached for the revised plat map with all of the PC's requests executed. Also see attached for the town's waiver letter for the duplex on North Laura Street.

To answer the PC's first two questions:

> 1. Please verify that there are currently two separate water service lines – one for each unit, and one sewer tap shared by the two units as is reflected in the building permit application. *Yes, there are two separate water service lines and one sewer tap shared by the two units as reflected by the building permit application.*
> 2. There is a note on the BP application stating that if the units were to be individually owned, the fees would need to be reassessed. Please verify with the Town whether or not additional fees are needed. This needs to be determined at this time. *I believe the fees would not need to be reassessed due to the fee waivers as expressed in the attached letter and due to the fact that we do not need to add any taps.*

#3-11 in your Planning Review Comments have been addressed on the revised plat map.

Let me know if I'm missing anything.

Andrea Sokolowski
Executive Director
director@hometrustoc.org
Home Trust of Ouray County
www.hometrustoc.org

> On Sep 1, 2024, at 4:38 PM, TJ Dlubac <tdlubac@planstrategize.com> wrote:
>
> Good Evening Andrea!

My deepest apologies for this taking so long to get back to you. The good news is that we have not received any referral comments. We have a few planning comments that should be relatively simple to address via changes to the subdivision.

Given the extent of the comments, I don't see a problem in scheduling this for the September Planning Commission hearing. This meeting will be on Tuesday Sept 24th. If you'd be able to provide updated materials addressing these comments by Wednesday, September 11th, we'll be sure to have this application on the September PC meeting.

Respectfully,
<Outlook-tbhzp5nv.png>
Please note the new mobile number.
<HomeTrust_TH_RevLtr_2024.0901.pdf>

HOME TRUST OF OURAY COUNTY GROUND LEASE

This lease ("this Lease" or "the Lease") is entered into on the ____ day of ____________________, 20______, between the Home Trust of Ouray County ("HOME TRUST") and ________________________________ ("Homeowner").

RECITALS

A. The HOME TRUST is organized exclusively for charitable purposes, including the purpose of providing homeownership opportunities for low- and moderate- income people who would otherwise be unable to afford homeownership.

B. A goal of the HOME TRUST is to preserve affordable homeownership opportunities through the long-term leasing of land under owner-occupied homes.

C. The Leased Land described in this Lease has been acquired and is being leased by the HOME TRUST in furtherance of this goal.

D. The Homeowner shares the purposes of the HOME TRUST and has agreed to enter into this Lease not only to obtain the benefits of homeownership, but also to further the charitable purposes of the HOME TRUST.

E. Homeowner and HOME TRUST recognize the special nature of the terms of this Lease, and each of them accepts these terms, including those terms that affect the marketing and resale price of the property now being purchased by the Homeowner.

F. Homeowner and HOME TRUST agree that the terms of this Lease further their shared goals over an extended period of time and through a succession of owners.

NOW THEREFORE, Homeowner and HOME TRUST agree on all of the terms and conditions of this Lease as set forth below.

DEFINITIONS: Homeowner and HOME TRUST agree on the following definitions of key terms used in this Lease.

Base Price: the total price that is paid for the Home by the Homeowner (including the amount provided by a first mortgage loan but not including subsidy in the form of deferred loans to the Homeowner).

Event of Default: Any violation of the terms of the Lease unless it has been corrected ("cured") by Homeowner or the holder of a Permitted Mortgage in the specified period of time after a written Notice of Default has been given by HOME TRUST.

Home: the residential structure and other permanent improvements located on the Leased Land and owned by the Homeowner, including both the original Home described in Exhibit: DEED, and all permanent improvements added thereafter by Homeowner at Homeowner's expense.

Income-Qualified Person: A person or group of persons whose household income does not exceed __% of the median household income for Ouray County as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development (HUD) or any successor. Whenever it is necessary to determine whether a person is an Income-Qualified Person, the following documents must be provided to Home Trust:

i. Copies of the last two federal income tax returns filed by the person and the person's spouse, if applicable;

ii. Written verification of the person's employment and salary from all of the person's current employers;

iii. Copies of the person's paystubs from the last three months immediately preceding the month in which these documents are submitted to Home Trust; and

iv. Any other information that Home Trust may reasonably demand, in light of the financial and employment status of the person.

Lease Fee: The monthly fee that the Homeowner pays to the HOME TRUST for the continuing use of the Leased Land and any additional amounts that the HOME TRUST charges to the Homeowner for reasons permitted by this Lease.

Leased Land: the parcel of land, described in Exhibit: LEASED LAND, that is leased to the Homeowner

Maximum Purchase Option Price: the maximum price the Homeowner is allowed to receive for the sale of the Home and the Homeowner's right to possess, occupy and use the Leased Land, as defined in Article 10 of this Lease.

Notice of Ground Lease: A notice of this Lease to be filed by Home Trust in the public records of the county in which the Home and the Premises are located.

Permitted Mortgage: A mortgage or deed of trust on the Home and the Homeowner's right to possess, occupy and use the Leased Land granted to a lender by the Homeowner with the HOME TRUST's Permission. The Homeowner may not mortgage the HOME TRUST's interest in the Leased Land and may not grant any mortgage or deed of trust without HOME TRUST's Permission.

Premises: The parcel of land described in Exhibit B attached hereto.

Resale Formula: The resale formula is calculated using the Base Price that Homeowner paid for the Home and adding the compound interest on the Base Price per year of ownership at a rate of 3.2% per annum.

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EXHIBITS

A. Acknowledgement Letters
B. Deed
C. Permitted Mortgage
D. Rider
E. Legal Description of Land

ARTICLE 1: Homeowner's Letter of Agreement and Attorney's Letter of Acknowledgment are Attached as Exhibits.

Attached as Exhibit HOMEOWNER'S LETTER OF AGREEMENT AND ATTORNEY'S LETTER OF ACKNOWLEDGMENT and made part of this Lease by reference are a Letter of Agreement from the Homeowner, describing the Homeowner's understanding and acceptance of this Lease (including the parts of the Lease that affect the resale of the Home), and a Letter of Acknowledgment from the Homeowner's attorney, describing the attorney's review of the Lease with the Homeowner.

ARTICLE 2: Leasing of Rights to the Land

2.1 HOME TRUST LEASES THE LAND TO HOMEOWNER: The HOME TRUST hereby leases to the Homeowner, and Homeowner hereby accepts, the right to possess, occupy and use the Leased Land (described in the attached Exhibit LEASED LAND) in accordance with the terms of this Lease. HOME TRUST has furnished to Homeowner a copy of the most current title report, if any, obtained by HOME TRUST for the Leased Land, and Homeowner accepts title to the Leased Land in its condition "as is" as of the signing of this Lease.

2.2 MINERAL RIGHTS NOT LEASED TO HOMEOWNER: HOME TRUST does not lease to Homeowner the right to remove from the Leased Land any minerals lying beneath the Leased Land's surface. Ownership of such minerals remains with the HOME TRUST, but the HOME TRUST shall not remove any such minerals from the Leased Land without the Homeowner's written permission.

ARTICLE 3: Term of Lease, Change of Landowner

3.1 TERM OF LEASE IS 99 YEARS: This Lease shall remain in effect for 99 years, beginning on the ___ day of ________________, 20___, and ending on the ___day of ______________, 20___, unless ended sooner or renewed as provided below.

3.2 HOMEOWNER CAN RENEW LEASE FOR ANOTHER 99 YEARS: Homeowner may renew this Lease for one additional period of 99 years. The HOME TRUST may change the terms of the Lease for the renewal period prior to the beginning of the renewal period but only if these changes do not materially and adversely interfere with the rights possessed by Homeowner under the Lease. Not more than 365 nor less than 180 days before the last day of the first 99-year period, HOME TRUST shall give Homeowner a written notice that states the date of the expiration of the first 99-year period and the conditions for renewal as set forth in the following paragraph ("the Expiration Notice"). The Expiration Notice shall also describe any changes that HOME TRUST intends to make in the Lease for the renewal period as permitted above.

The Homeowner shall then have the right to renew the Lease only if the following conditions are met: (a) within 60 days of receipt of the Expiration Notice, the Homeowner shall give HOME TRUST written notice stating the Homeowner's desire to renew ("the Renewal Notice"); (b) this Lease shall be in effect on the last day of the original 99-year term, and (c) the Homeowner shall not be in default under this Lease or under any Permitted Mortgage on the last day of the original 99-year term.

When Homeowner has exercised the option to renew, Homeowner and HOME TRUST shall sign a memorandum stating that the option has been exercised. The memorandum shall comply with the requirements for a notice of lease as stated in Section 14.12 below. The HOME TRUST shall record this memorandum in accordance with the requirements of law promptly after the beginning of the renewal period.

3.3 WHAT HAPPENS IF HOME TRUST DECIDES TO SELL THE LEASED LAND: If ownership of the Leased Land is ever transferred by HOME TRUST (whether voluntarily or involuntarily) to any other person or institution, this Lease shall not cease, but shall remain binding on the new landowner as well as the Homeowner. If HOME TRUST must sell or transfer the Leased Land as a result of HOME TRUST'S dissolution, HOME TRUST must sell the Leased Land to a local affordable housing organization, or if none exists, then to a mission-aligned Colorado non-profit corporation for $___________(________dollars).

If HOME TRUST agrees to transfer the Leased Land to any person or institution other than a non-profit corporation, charitable trust, government agency or other similar institution sharing the goals described in the Recitals above, the Homeowner shall have a right of first refusal to purchase the Leased Land. The details of this right shall be as stated in the attached Exhibit FIRST REFUSAL. Any sale or other transfer contrary to this Section 3.3 shall be null and void.

ARTICLE 4: Use of Leased Land

4.1 HOMEOWNER MAY USE THE HOME ONLY FOR RESIDENTIAL AND RELATED PURPOSES: Homeowner shall use, and allow others to use, the Home and Leased Land only for residential purposes and any activities related to residential use that were permitted by local zoning law when the Lease was signed, as indicated in the attached Exhibit ZONING. Owners may not rent out their Units for short-term occupancy, including Airbnb and VRBO.

[*To be added when needed:* Use of the Leased Land shall be further limited by the restrictions described in the attached Exhibit RESTRICTIONS.]

4.2 HOMEOWNER MUST USE THE HOME AND LEASED LAND RESPONSIBILY AND IN COMPLIANCE WITH THE LAW: Homeowner shall use the Home and Leased Land in a way that will not cause harm to others or create any public nuisance. Homeowner shall dispose of all waste in a safe and sanitary manner. Homeowner shall maintain all parts of the Home and Leased Land in safe, sound and habitable condition, in full compliance with all laws and regulations, and in the condition that is required to maintain the insurance coverage required by Section 9.4 of this Lease.

4.3 HOMEOWNER IS RESPONSIBLE FOR USE BY OTHERS: Homeowner shall be responsible for the use of the Home and Leased Land by all residents and visitors and anyone else using the Leased Land with Homeowner's permission and shall make all such people aware of the restrictions on use set forth in this Lease.

4.4 HOMEOWNER MUST OCCUPY THE HOME FOR AT LEAST EIGHT (8) MONTHS EACH YEAR: Homeowner shall occupy the Home for at least eight (8) months of each year of this Lease, unless otherwise agreed by HOME TRUST. Occupancy by Homeowner's child, spouse ***[or domestic partner, in states with such legislation]*** or other persons approved by

HOME TRUST shall be considered occupancy by Homeowner. Neither compliance with the occupancy requirement nor HOME TRUST's permission for an extended period of non-occupancy constitutes permission to sublease the Leased Land and Home, which is addressed in Section 4.5 below.

4.5 LEASED LAND MAY NOT BE SUBLEASED WITHOUT HOME TRUST'S PERMISSION. Except as otherwise provided in Article 8 and Article 10, Homeowner shall not sublease, sell or otherwise convey any of Homeowner's rights under this Lease, for any period of time, without the written permission of HOME TRUST. Homeowner agrees that HOME TRUST shall have the right to withhold such consent in order to further the purposes of this Lease.

If permission for subleasing is granted, the sublease shall be subject to the following conditions.

(a) Any sublease shall be subject to all of the terms of this Lease.

(b) The rental or occupancy fee charged the sub-lessee shall not be more than the amount of the Lease Fee charged the Homeowner by the HOME TRUST, plus an amount approved by HOME TRUST to cover Homeowner's costs in owning the Home, including but not limited to the cost of taxes, insurance and mortgage interest.

4.6 HOME TRUST HAS A RIGHT TO INSPECT THE PREMISES. HOME TRUST may inspect any part of the Premises at any reasonable time and at reasonable intervals after notifying Homeowner at least twenty-four (24) hours before the planned inspection. In an emergency, HOME TRUST may inspect any part of the Premises after making reasonable efforts to inform Homeowner before the inspection if such prior notice is practical under the circumstances. HOME TRUST will not inspect the interior of the Home unless, acting in good faith, HOME TRUST believes there is a violation of this Lease and an inspection of the Home is necessary to confirm and/or remedy such violation. HOME TRUST may also inspect the interior of the Home if Lessor has received an Intent-to-Sell Notice as described in Section 10.5.

4.7 HOMEOWNER HAS A RIGHT TO QUIET ENJOYMENT: Homeowner has the right to quiet enjoyment of the Leased Land. The HOME TRUST has no desire or intention to interfere with the personal lives, associations, expressions, or actions of the Homeowner in any way not permitted by this Lease.

ARTICLE 5: Lease Fee

5.1 AMOUNT OF LEASE FEE: The Homeowner shall pay a monthly Lease Fee in an amount of $100 to be paid in return for the continuing right to possess, occupy and use the Leased Land.

5.2 WHEN THE LEASE FEE IS TO BE PAID: The Lease Fee shall be payable to HOME TRUST on the first day of each month for as long as this Lease remains in effect, unless the Lease Fee is to be escrowed and paid by a Permitted Mortgagee, in which case payment shall be made as directed by that Mortgagee.

5.3 HOW THE AMOUNT OF THE LAND USE FEE HAS BEEN DETERMINED: The amount of the Land Use Fee stated in Section 5.1 above has been determined as follows. First, the approximate monthly fair rental value of the Leased Land has been established, as of the beginning of the Lease term, recognizing that the fair rental value is reduced by certain restrictions imposed by the Lease on the use of the Land. Then the affordability of this monthly amount, plus the amount of the Repair Reserve Fee, for the Homeowner has been analyzed and, if necessary, the Land Use has been reduced to an amount considered to be affordable for Homeowner.

5.4 HOME TRUST MAY REDUCE OR SUSPEND THE LEASE FEE TO IMPROVE AFFORDABILITY: HOME TRUST may reduce or suspend the total amount of the Lease Fee for a period of time for the purpose of improving the affordability of the Homeowner's monthly housing costs. Any such reduction or suspension must be in writing and signed by HOME TRUST.

5.5 FEES MAY BE INCREASED FROM TIME TO TIME: The HOME TRUST may increase the amount of the Lease Fee from time to time, but not more often than once every 5 years. Each time such amounts are increased, the total percentage of increase since the date this Lease was signed shall not be greater than 2% of the existing fee.

5.6 IF PAYMENT IS LATE, INTEREST CAN BE CHARGED: If the HOME TRUST has not received any monthly installment of the Lease Fee on or before the "Due Date"), the HOME TRUST may require Homeowner to pay interest on the unpaid amount from the Due Date through and including the date such payment or installment is received by HOME TRUST, at a rate not to exceed 5%. Such interest shall be deemed additional Lease Fee and shall be paid by Homeowner to HOME TRUST upon demand; provided, however, that HOME TRUST shall waive any such interest that would otherwise be payable to HOME TRUST if such payment of the Lease Fee is received by HOME TRUST on or before the thirtieth (30th) day after the Due Date.

5.7 HOME TRUST CAN COLLECT UNPAID FEES WHEN HOME IS SOLD: In the event that any amount of payable Lease Fee remains unpaid when the Home is sold, the outstanding amount of payable Lease Fee, including any interest as provided above, shall be paid to HOME TRUST out of any proceeds from the sale that would otherwise be due to Homeowner. The HOME TRUST shall have, and the Homeowner hereby consents to, a lien upon the Home for any unpaid Lease Fee. Such lien shall be prior to all other liens and encumbrances on the Home except (a) liens and encumbrances recorded before the recording of this Lease, (b) Permitted Mortgages as defined in section 8.1 below; and (c) liens for real property taxes and other governmental assessments or charges against the Home.

ARTICLE 6: Taxes and Assessments

6.1 HOMEOWNER IS RESPONSIBLE FOR PAYING ALL TAXES AND ASSESSMENTS: Homeowner shall pay directly, when due, all taxes and governmental assessments that relate to the Home and the Leased Land (including any taxes relating to the HOME TRUST's interest in the Leased Land).

6.2 HOME TRUST WILL PASS ON ANY TAX BILLS IT RECEIVES TO HOMEOWNER: In the event that the local taxing authority bills HOME TRUST for any portion

of the taxes on the Home or Leased Land, HOME TRUST shall pass the bill to Homeowner and Homeowner shall promptly pay this bill.

6.3 HOMEOWNER HAS A RIGHT TO CONTEST TAXES: Homeowner shall have the right to contest the amount or validity of any taxes relating to the Home and Leased Land. Upon receiving a reasonable request from Homeowner for assistance in this matter, HOME TRUST shall join in contesting such taxes. All costs of such proceedings shall be paid by Homeowner.

6.4 IF HOMEOWNER FAILS TO PAY TAXES, HOME TRUST MAY INCREASE LEASE FEE: In the event that Homeowner fails to pay the taxes or other charges described in Section 6.1 above, HOME TRUST may increase Homeowner's Lease Fee to offset the amount of taxes and other charges owed by Homeowner. Upon collecting any such amount, HOME TRUST shall pay the amount collected to the taxing authority in a timely manner.

6.5 PARTY THAT PAYS TAXES MUST SHOW PROOF: When either party pays taxes relating to the Home or Leased Land, that party shall furnish satisfactory evidence of the payment to the other party. A photocopy of a receipt shall be the usual method of furnishing such evidence.

ARTICLE 7: The Home

7.1 HOMEOWNER OWNS THE HOUSE AND ALL OTHER IMPROVEMENTS ON THE LEASED LAND: All structures, including the house, fixtures, and other improvements purchased, constructed, or installed by the Homeowner on any part of the Leased Land at any time during the term of this Lease (collectively, the "Home") shall be property of the Homeowner. Title to the Home shall be and remain vested in the Homeowner. However, Homeowner's rights of ownership are limited by certain provisions of this Lease, including provisions regarding the sale or leasing of the Home by the Homeowner and the HOME TRUST's option to purchase the Home. In addition, Homeowner shall not remove any part of the Home from the Leased Land without HOME TRUST's prior written consent.

7.2 HOMEOWNER PURCHASES HOME WHEN SIGNING LEASE: Upon the signing of this Lease, Homeowner is simultaneously purchasing the Home located at that time on the Leased Land, as described in the Deed, a copy of which is attached to this Lease as Exhibit: DEED.

7.3 CONSTRUCTION CARRIED OUT BY HOMEOWNER MUST COMPLY WITH CERTAIN REQUIREMENTS: Any construction in connection with the Home is permitted only if the following requirements are met: (a) all costs shall be paid for by the Homeowner; (b) all construction shall be performed in a professional manner and shall comply with all applicable laws and regulations; (c) all changes in the Home shall be consistent with the permitted uses described in Article 4; (d) the footprint, square-footage, or height of the house shall not be increased and new structures shall not be built or installed on the Leased Land without the prior written consent of HOME TRUST.

For any construction requiring HOME TRUST's prior written consent, Homeowner shall submit a written request to the HOME TRUST. Such request shall include:

(a) a written statement of the reasons for undertaking the construction;

(b) a set of drawings (floor plan and elevations) showing the dimensions of the proposed construction;

(c) a list of the necessary materials, with quantities needed;

(d) a statement of who will do the work;

If the HOME TRUST finds it needs additional information, it shall request such information from Homeowner within two weeks of receipt of Homeowner's request. The HOME TRUST then, within two weeks of receiving all necessary information (including any additional information it may have requested) shall give Homeowner either its written consent or a written statement of its reasons for not consenting. Before construction can begin, Homeowner shall provide HOME TRUST with copies of all necessary building permits, if not previously provided.

7.4 HOMEOWNER MAY NOT ALLOW STATUTORY LIENS TO REMAIN AGAINST LEASED LAND OR HOME: No lien of any type shall attach to the HOME TRUST's title to the Leased Land. Homeowner shall not permit any statutory or similar lien to be filed against the Leased Land or the Home which remains more than 60 days after it has been filed. Homeowner shall take action to discharge such lien, whether by means of payment, deposit, bond, court order, or other means permitted by law. If Homeowner fails to discharge such lien within the 60-day period, then Homeowner shall immediately notify HOME TRUST of such failure. HOME TRUST shall have the right to discharge the lien by paying the amount in question. Homeowner may, at Homeowner's expense, contest the validity of any such asserted lien, provided Homeowner has furnished a bond or other acceptable surety in an amount sufficient to release the Leased Land from such lien. Any amounts paid by HOME TRUST to discharge such liens shall be treated as an additional Lease Fee payable by Homeowner upon demand.

7.5 HOMEOWNER IS RESPONSIBLE FOR SERVICES, MAINTENANCE AND REPAIRS: Homeowner hereby assumes responsibility for furnishing all services or facilities on the Leased Land, including but not limited to heat, electricity, air conditioning and water. HOME TRUST shall not be required to furnish any services or facilities or to make any repairs to the Home. Homeowner shall maintain the Home and Leased Land as required by Section 4.2 above and shall see that all necessary repairs and replacements are accomplished when needed.

7.6 WHEN LEASE ENDS, OWNERSHIP REVERTS TO HOME TRUST, WHICH SHALL REIMBURSE HOMEOWNER: Upon the expiration or termination of this Lease, ownership of the Home shall revert to HOME TRUST. Upon thus assuming title to the Home, HOME TRUST shall promptly pay Homeowner and Permitted Mortgagee(s), as follows:

FIRST, HOME TRUST shall pay any Permitted Mortgagee(s) the full amount owed to such mortgagee(s) by Homeowner;

SECOND, HOME TRUST shall pay the Homeowner the balance of the Purchase Option Price calculated in accordance with Article 10 below, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed to the HOME TRUST under the terms of this Lease. The Homeowner shall be responsible for any costs necessary to

clear any additional liens or other charges related to the Home which may be assessed against the Home. If the Homeowner fails to clear such liens or charges, the balance due the Homeowner shall also be reduced by the amount necessary to release such liens or charges, including reasonable attorney's fees incurred by the HOME TRUST.

ARTICLE 8: Financing

8.1 HOMEOWNER CANNOT MORTGAGE THE HOME WITHOUT HOME TRUST's PERMISSION: The Homeowner may mortgage the Home only with the written permission of HOME TRUST. Any mortgage or deed of trust permitted in writing by the HOME TRUST is defined as a Permitted Mortgage, and the holder of such a mortgage or deed of trust is defined as a Permitted Mortgagee.

8.2 BY SIGNING LEASE, HOME TRUST GIVES PERMISSION FOR ORIGINAL MORTGAGE. By signing this Lease, HOME TRUST gives written permission for any mortgage or deed of trust signed by the Homeowner effective on the day this Lease is signed for the purpose of financing Homeowner's purchase of the Home.

8.3 HOMEOWNER MUST GET SPECIFIC PERMISSION FOR REFINANCING OR OTHER SUBSEQUENT MORTGAGES. If, at any time subsequent to the purchase of the Home and signing of the Lease, the Homeowner wishes to seek a loan of any kind secured by a mortgage on the Home to refinance an existing Permitted Mortgage or to finance home repairs or for any other purpose, Homeowner must obtain HOME TRUST's prior written permission. If HOME TRUST grants permission, in writing, Homeowner must provide the following information in writing of the proposed terms and conditions of such mortgage loan at least 15 business days prior to the expected closing of the loan.: the name of the proposed lender;

(a) Homeowner's reason for requesting the loan;

(b) the principal amount of the proposed loan and the total mortgage debt that will result from the combination of the loan and existing mortgage debt, if any;

(c) expected closing costs;

(d) the rate of interest;

(e) the repayment schedule;

(f) a copy of the appraisal commissioned in connection with the loan request.

HOME TRUST may also require Homeowner to submit additional information. HOME TRUST will not permit a loan if it believes the loan would cause the total amount of principal owed under all loans to exceed the Purchase Option Price at the time of the loan.

8.4 HOME TRUST IS REQUIRED TO PERMIT A "STANDARD PERMITTED MORTGAGE". The HOME TRUST shall permit a mortgage for which the mortgagee has signed a "Standard Permitted Mortgage Agreement" as set forth in "Exhibit C: Permitted Mortgages" and the lender has signed a "Permitted Loan Agreement."

8.5 A PERMITTED MORTGAGEE HAS CERTAIN OBLIGATIONS UNDER THE LEASE. Any Permitted Mortgagee shall be bound by each of the requirements stated in "Exhibit: Permitted Mortgages, Part A, Obligations of Permitted Mortgagee," which is made a part of this Lease by reference, unless the particular requirement is removed, contradicted or modified by a Rider to this Lease signed by the Homeowner and the HOME TRUST to modify the terms of the Lease during the term of the Permitted Mortgage.

8.6 A PERMITTED MORTGAGEE HAS CERTAIN RIGHTS UNDER THE LEASE. Any Permitted Mortgagee shall have all of the rights and protections stated in "Exhibit C: Permitted Mortgages," which is made a part of this Lease by reference.

8.7 IN THE EVENT OF FORECLOSURE, ANY PROCEEDS IN EXCESS OF THE PURCHASE OPTION PRICE WILL GO TO HOME TRUST. Homeowner and HOME TRUST recognize that it would be contrary to the purposes of this agreement if Homeowner could receive more than the Purchase Option Price as the result of the foreclosure of a mortgage. Therefore, Homeowner hereby irrevocably assigns to HOME TRUST all net proceeds of sale of the Home that would otherwise have been payable to Homeowner and that exceed the amount of net proceeds that Homeowner would have received if the property had been sold for the Purchase Option Price, calculated as described in Section 10.10 below. Homeowner authorizes and instructs the Permitted Mortgagee, or any party conducting any sale, to pay such excess amount directly to HOME TRUST. If, for any reason, such excess amount is paid to Homeowner, Homeowner hereby agrees to promptly pay such amount to HOME TRUST.

ARTICLE 9: Liability, Insurance, Damage and Destruction, Eminent Domain

9.1 HOMEOWNER ASSUMES ALL LIABILITY. Homeowner assumes all responsibility and liability related to Homeowner's possession, occupancy and use of the Leased Land.

9.2 HOMEOWNER MUST DEFEND HOME TRUST AGAINST ALL CLAIMS OF LIABILITY. Homeowner shall defend, indemnify and hold HOME TRUST harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Land. Homeowner waives all claims against HOME TRUST for injury or damage on or about the Leased Land. However, HOME TRUST shall remain liable for injury or damage due to the grossly negligent or intentional acts or omissions of HOME TRUST or HOME TRUST's agents or employees.

9.3 HOMEOWNER MUST REIMBURSE HOME TRUST. In the event the HOME TRUST shall be required to pay any sum that is the Homeowner's responsibility or liability, the Homeowner shall reimburse the HOME TRUST for such payment and for reasonable expenses caused thereby.

9.4 WHAT HAPPENS IF HOME IS DAMAGED OR DESTROYED. Except as provided below, in the event of fire or other damage to the Home, Homeowner shall take all steps necessary to assure the repair of such damage and the restoration of the Home to its condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly

as possible. Homeowner shall also promptly take all steps necessary to assure that the Leased Land is safe and that the damaged Home does not constitute a danger to persons or property.

If Homeowner, based on professional estimates, determines either (a) that full repair and restoration is physically impossible, or (b) that the available insurance proceeds will pay for less than the full cost of necessary repairs and that Homeowner cannot otherwise afford to cover the balance of the cost of repairs, then Homeowner shall notify HOME TRUST of this problem, and HOME TRUST may then help to resolve the problem. Methods used to resolve the problem may include efforts to increase the available insurance proceeds, efforts to reduce the cost of necessary repairs, efforts to arrange affordable financing covering the costs of repair not covered by insurance proceeds, and any other methods agreed upon by both Homeowner and HOME TRUST.

If Homeowner and HOME TRUST cannot agree on a way of restoring the Home in the absence of adequate insurance proceeds, then Homeowner may give HOME TRUST written notice of intent to terminate the Lease. The date of actual termination shall be no less than 60 days after the date of Homeowner's notice of intent to terminate. Upon termination, any insurance proceeds payable to Homeowner for damage to the Home shall be paid as follows.

FIRST, to the expenses of their collection;

SECOND, to any Permitted Mortgagee(s), to the extent required by the Permitted Mortgage(s);

THIRD, to the expenses of enclosing or razing the remains of the Home and clearing debris;

FOURTH, to the HOME TRUST for any amounts owed under this Lease;

FIFTH, to the Homeowner, up to an amount equal to the Purchase Option Price, as of the day prior to the loss, less any amounts paid with respect to the second, third, and fourth clauses above;

SIXTH, the balance, if any, to the HOME TRUST.

9.5 WHAT HAPPENS IF SOME OR ALL OF THE LAND IS TAKEN FOR PUBLIC USE. If all of the Leased Land is taken by eminent domain or otherwise for public purposes, or if so much of the Leased Land is taken that the Home is lost or damaged beyond repair, the Lease shall terminate as of the date when Homeowner is required to give up possession of the Leased Land. Upon such termination, the entire amount of any award(s) paid shall be allocated in the way described in Section 9.5 above for insurance proceeds.

In the event of a taking of a portion of the Leased Land that does not result in damage to the Home or significant reduction in the usefulness or desirability of the Leased Land for residential purposes, then any monetary compensation for such taking shall be allocated entirely to HOME TRUST.

In the event of a taking of a portion of the Leased Land that results in damage to the Home only to such an extent that the Home can reasonably be restored to a residential use consistent with this Lease, then the damage shall be treated as damage is treated in Section 9.5 above, and

monetary compensation shall be allocated as insurance proceeds are to be allocated under Section 9.5.

9.6 IF PART OF THE LAND IS TAKEN, THE LEASE FEE MAY BE REDUCED. In the event of any taking that reduces the size of the Leased Land but does not result in the termination of the Lease, HOME TRUST shall reassess the fair rental value of the remaining Land and shall adjust the Lease Fee if necessary to assure that the monthly fee does not exceed the monthly fair rental value of the Land for use as restricted by the Lease.

9.7 IF LEASE IS TERMINATED BY DAMAGE, DESTRUCTION OR TAKING, HOME TRUST WILL TRY TO HELP HOMEOWNER BUY ANOTHER HOME TRUST HOME. If this Lease is terminated as a result of damage, destruction or taking, HOME TRUST shall take reasonable steps to allow Homeowner to purchase another home on another parcel of leased land owned by HOME TRUST if such home can reasonably be made available. If Homeowner purchases such a home, Homeowner agrees to apply any proceeds or award received by Homeowner to the purchase of the home. Homeowner understands that there are numerous reasons why it may not be possible to make such a home available and shall have no claim against HOME TRUST if such a home is not made available.

ARTICLE 10: Transfer of the Home

10.1 INTENT OF THIS LEASE IS TO PRESERVE AFFORDABILITY. Homebuyer purchased the Home at a below-market price and the Parties agree that the provisions of this Article 10 are intended to preserve the affordability of the Home for Income-Qualified Persons and expand access to home ownership opportunities for such persons.

10.2 HOMEOWNER MAY TRANSFER HOME ONLY TO HOME TRUST OR INCOME-QUALIFIED PERSONS. Except as otherwise provided herein, Homeowner may sell, transfer, dedicate, gift, or otherwise dispose of the Home (a “Transfer”) only (a) to HOME TRUST, (b) to an Income-Qualified Person who will occupy the Home as a primary residence in accordance with all terms and conditions of this Lease, or (c) as a testamentary gift to a spouse or child. Any and all such Transfers shall be subject to HOME TRUST’s prior written approval. Any purported Transfer that does not comply with the provisions of this Lease shall be null and void and an Event of Default under this Lease.

10.3 THE HOME MAY BE TRANSFERRED TO CERTAIN HEIRS OF HOMEOWNER: If Homeowner dies (or if the last surviving co-owner of the Home dies), the executor or personal representative of Homeowner’s estate shall notify the HOME TRUST. If the Home is to be transferred to an heir, legatee or devisee of the Homeowner, within ninety (90) days of the date of the death the HOME TRUST must receive a Letter of Agreement and a Letter of Attorney’s Acknowledgment signed by the heir (as described in Article 1 above to be attached to the Lease when it is transferred to the heir) together with all of the information required to establish that the heir is an Income Qualified Person as described in the definition section above. The HOME TRUST shall make the determination whether or not the heir is Income Qualified within forty-five (45) days of receiving all of the required documents and shall issue a written notice of its decision.

Upon receiving such notice, Letters and information, HOME TRUST shall consent to a devise of the Home and Homeowner's rights to the Premises to one or more of the possible heirs of the Homeowner listed below as (a), (b), and (c) provided that the heir(s) execute a new Ground Lease with HOME TRUST in substantially this same form and provide all other documents required at closing.

(a) the spouse of the Homeowner;

(b) the child or children of the Homeowner; or

(c) any other heirs, legatees, or devisees of Homeowner.

Upon inheritance of the Home, any heirs, legatees, or devisees of the Homeowner shall occupy the Home in accordance with Article 4. If residency requirements cannot be met, any heirs, legatees, or devisees shall not be entitled to retain possession of the Home and must transfer the Home in accordance with the provisions of this Article 10.

If HOME TRUST determines that the heir is not Income Qualified, the heir shall not be entitled to possession of the Home and the estate of the Homeowner must sell the Home in accordance with the provisions of this Article 10. HOME TRUST shall have the right to exercise its Option to Purchase described in Section 10.7 within a forty-five day period beginning with HOME TRUST's issuance of its determination that the heir is not an Income Qualified Person.

10.4 DEED IN LIEU OF FORECLOSURE. Notwithstanding any provision of this Lease to the contrary, Homeowner may Transfer the Home to a Permitted Mortgagee in lieu of foreclosure, subject to Home Trust's Purchase Option.

10.5 INTENT-TO-SELL NOTICE. In the event Homeowner wishes to Transfer the Home as permitted by this Lease, Homeowner shall notify Home Trust in writing thereof not less than sixty (60) days prior to such Transfer (the "**Intent-to-Sell Notice**"). The Intent-to-Sell Notice shall include a statement as to whether Homeowner recommends an Income-Qualified Person as a prospective buyer.

10.6 HOME TRUST'S PURCHASE OPTION. If (a) HOME TRUST receives an Intent-to-Sell Notice, (b) Homeowner dies and the Home is not devised to a permitted heir specified in Section 10.3 who accepts this Lease and delivers executed Acknowledgment Letters all in a manner approved by HOME TRUST; or (c) there is an Event of Default by Homeowner, then HOME TRUST shall have the first right and option ("HOME TRUST's Purchase Option") to purchase the Home at or below the Maximum Resale Price. HOME TRUST's Purchase Option is designed to preserve affordability of the Home for succeeding Income-Qualified Persons and to provide a means of self-help to HOME TRUST in the event there is a default under this Lease. HOME TRUST may exercise HOME TRUST's Purchase Option upon written notice to Homeowner and any Permitted Mortgagee given: (i) within sixty (60) days following receipt of an Intent-to-Sell Notice, (ii) within sixty (60) days following the date HOME TRUST receives notice from Homeowner's executor that Homeowner is deceased, or (iii) in the case of an Event of Default, at any time for so long as such default continues. HOME TRUST's purchase of the Home pursuant to the exercise of HOME TRUST's Purchase Option shall be completed within ninety (90) days following the date HOME TRUST gives notice of exercise, which 90-day period

shall be extended for so long as such purchase is delayed through no fault of HOME TRUST. In no event shall HOME TRUST's failure to exercise its Purchase Option be construed as a waiver of any provision of or Event of Default under this Lease.

10.7 TRANSFERS TO APPROVED INCOME-QUALIFIED PERSONS. If, after receipt of the Intent-to-Sell Notice, HOME TRUST does not elect to exercise HOME TRUST's Purchase Option, then Homeowner may market the Home to Income-Qualified Persons for a price not to exceed the Maximum Resale Price. Homeowner must provide to HOME TRUST a copy of the buy-sell agreement and all other documents related to the proposed Transfer, and the prospective buyer must provide to HOME TRUST all other documents necessary for HOME TRUST to confirm the prospective buyer is an Income-Qualified Person. No Transfer shall be effective unless and until HOME TRUST approves, in its sole discretion, the Transfer in writing, confirming that the prospective buyer is an Income-Qualified Person who understands and accepts the terms of the Lease and that the price and other terms of sale are consistent with the terms of the Lease.

10.8 FAILURE OF THE HOME TO SELL. If, after diligently marketing the Home as permitted in Section 10.7, through no fault of Homeowner the Home is not Transferred to an Income-Qualified Person acceptable to HOME TRUST within three hundred sixty five (365) days following the Intent-to-Sell Notice, then Homeowner may Transfer the Home to any person, whether or not such person is an Income-Qualified Person, provided: (i) the Transferee shall accept and assume all of Homeowner's obligations under this Lease and deliver signed Acknowledgment Letters; and (ii) the consideration paid in connection with the Transfer shall not exceed the Maximum Resale Price.

10.9 RESALE FORMULA: The resale formula is calculated using the Base Price that Homeowner paid for the Home and adding the compound interest on the Base Price per year of ownership at a rate of 3.2% per annum.

10.10 MAXIMUM RESALE PRICE: In no event may the Home be Transferred for total consideration exceeding the Maximum Resale Price. The "**Maximum Resale Price**" is arrived at using the following formula: the Base Price plus compound interest on the Base Price at a rate of 3.2% per annum *PLUS*: a **Lease Transfer Fee** of $2,000.00, to be collected by HOME TRUST at time of closing.

10.11 LEASE TRANSFER FEE. At the closing of any Transfer for consideration, Homeowner shall pay HOME TRUST a fee (the "**Lease Transfer Fee**") to compensate HOME TRUST for the costs associated with administering such Transfer and the assignment of this Lease to, or entering into a new Lease with, the Transferee. The Lease Transfer Fee shall be a flat fee of $2,000.00, which shall be added to the resale price and collected by HOME TRUST at closing. Homeowner authorizes the closing agent to pay such fee to HOME TRUST directly from Homeowner's sale proceeds.

10.12 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION: If for any reason HOME TRUST's Purchase Option is unenforceable, then in addition to all other rights and remedies available to HOME TRUST, HOME TRUST shall have a right of first refusal to purchase the Home at the highest documented *bona fide* purchase price offer made to Homeowner.

ARTICLE 11: RESERVED

ARTICLE 12: DEFAULT

12.1 WHAT HAPPENS IF HOMEOWNER FAILS TO MAKE PAYMENTS TO THE HOME TRUST THAT ARE REQUIRED BY THE LEASE: It shall be an event of default if Homeowner fails to pay the Lease Fee or other charges required by the terms of this Lease and such failure is not cured by Homeowner or a Permitted Mortgagee within thirty (30) days after notice of such failure is given by HOME TRUST to Homeowner and Permitted Mortgagee. However, if Homeowner makes a good faith partial payment of at least two-thirds (2/3) of the amount owed during the 30-day cure period, then the cure period shall be extended by an additional 30 days.

12.2 WHAT HAPPENS IF HOMEOWNER VIOLATES OTHER (NONMONETARY) TERMS OF THE LEASE: It shall be an event of default if Homeowner fails to abide by any other requirement or restriction stated in this Lease, and such failure is not cured by Homeowner or a Permitted Mortgagee within sixty (60) days after notice of such failure is given by HOME TRUST to Homeowner and Permitted Mortgagee. However, if Homeowner or Permitted Mortgagee has begun to cure such default within the 60-day cure period and is continuing such cure with due diligence but cannot complete the cure within the 60-day cure period, the cure period shall be extended for as much additional time as may be reasonably required to complete the cure.

12.3 WHAT HAPPENS IF HOMEOWNER DEFAULTS AS A RESULT OF JUDICIAL PROCESS: It shall be an event of default if the estate hereby created is taken on execution or by other process of law, or if Homeowner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of Homeowner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Home or Homeowner’s interest in the Leased Land by a court of competent jurisdiction, or if a petition is filed for the reorganization of Homeowner under any provisions of the Bankruptcy Act now or hereafter enacted, or if Homeowner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

12.4 A DEFAULT (UNCURED VIOLATION) GIVES HOME TRUST THE RIGHT TO TERMINATE THE LEASE OR EXERCISE ITS PURCHASE OPTION:

(a) TERMINATION: In the case of any of the events of default described above, HOME TRUST may terminate this lease and initiate summary proceedings under applicable law against Homeowner, and HOME TRUST shall have all the rights and remedies consistent with such laws and resulting court orders to enter the Leased Land and Home and repossess the entire Leased Land and Home and expel Homeowner and those claiming rights through Homeowner. In addition, HOME TRUST shall have such additional rights and remedies to recover from Homeowner arrears of rent and damages from any preceding breach of any covenant of this Lease. If this Lease is terminated by HOME TRUST pursuant to an Event of Default, then, as provided in Section 7.7 above, upon thus assuming title to the Home, HOME TRUST shall pay to Homeowner and any Permitted Mortgagee an amount equal to the Purchase

Option Price calculated in accordance with Section 10.9 above, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed to the HOME TRUST under the terms of this Lease and all reasonable costs (including reasonable attorneys' fees) incurred by HOME TRUST in pursuit of its remedies under this Lease.

If HOME TRUST elects to terminate the Lease, then the Permitted Mortgagee shall have the right (subject to Article 8 above and the attached Exhibit: Permitted Mortgages) to postpone and extend the specified date for the termination of the Lease for a period sufficient to enable the Permitted Mortgagee or its designee to acquire Homeowner's interest in the Home and the Leased Land by foreclosure of its mortgage or otherwise.

(b) EXERCISE OF OPTION: In the case of any of the events of default described above, Homeowner hereby grants to the HOME TRUST (or its assignee) the option to purchase the Home for the Purchase Option Price as such price is defined in Article 10 above. Within thirty (30) days after the expiration of any applicable cure period as established in Sections 12.1 or 12.2 above or within 30 days after any of the events constituting an Event of Default under Section 12.3 above, HOME TRUST shall notify the Homeowner and the Permitted Mortgagee(s) of its decision to exercise its option to purchase under this Section 12.4(b). Not later than ninety (90) days after the HOME TRUST gives notice to the Homeowner of the HOME TRUST's intent to exercise its option under this Section 12.4(a), the HOME TRUST or its assignee shall purchase the Home for the Purchase Option Price.

12.5 WHAT HAPPENS IF HOME TRUST DEFAULTS: HOME TRUST shall in no event be in default in the performance of any of its obligations under the Lease unless and until HOME TRUST has failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any default, after notice by Homeowner to HOME TRUST properly specifying HOME TRUST's failure to perform any such obligation.

ARTICLE 13: Mediation and Arbitration

13.1 NOT PREVENTING MEDIATION AND ARBITRATION. Nothing in this Lease shall be construed as preventing the parties from utilizing any process of mediation or arbitration in which the parties agree to engage for the purpose of resolving a dispute.

13.2 SHARING OF COST. Homeowner and HOME TRUST shall each pay one half (50%) of any costs incurred in carrying out mediation or arbitration in which the parties have agreed to engage.

ARTICLE 14: GENERAL PROVISIONS

14.1 HOMEOWNER'S MEMBERSHIP IN HOME TRUST: The Homeowner under this Lease shall automatically be a regular member of the HOME TRUST.

14.2 NOTICES: Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to HOME TRUST: ___________________________________ (Home Trust of Ouray County)

with a copy to: _________________________________ (HOME TRUST's attorney)

If to Homeowner: _______________________________________ (name of Homeowner)

All notices, demands, and requests shall be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

14.3 NO BROKERAGE: Homeowner warrants that it has not dealt with any real estate broker other than __________________ in connection with the purchase of the Home. If any claim is made against HOME TRUST regarding dealings with brokers other than _________________, Homeowner shall defend HOME TRUST against such claim with counsel of HOME TRUST's selection and shall reimburse HOME TRUST for any loss, cost or damage which may result from such claim.

14.4 SEVERABILITY AND DURATION OF LEASE: If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of Homeowner or HOME TRUST against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that HOME TRUST's option to purchase and all other rights of both parties under this Lease shall continue in effect for the full term of this Lease and any renewal thereof, shall be considered to be coupled with an interest. In the event any such option or right shall be construed to be subject to any rule of law limiting the duration of such option or right, the time period for the exercising of such option or right shall be construed to expire twenty (20) years after the death of the last survivor of the following persons: ____.

14.5 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION: If the provisions of the purchase option set forth in Article 10 of this Lease shall, for any reason, become unenforceable, HOME TRUST shall nevertheless have a right of first refusal to purchase the Home at the highest documented bona fide purchase price offer made to Homeowner. Such right shall be as specified in Exhibit FIRST REFUSAL. Any sale or transfer contrary to this Section, when applicable, shall be null and void.

14.6 WAIVER: The waiver by HOME TRUST at any time of any requirement or restriction in this Lease, or the failure of HOME TRUST to take action with respect to any breach of any such requirement or restriction, shall not be deemed to be a waiver of such requirement or restriction with regard to any subsequent breach of such requirement or restriction, or of any other requirement or restriction in the Lease. HOME TRUST may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by HOME TRUST before being effective.

The subsequent acceptance of Lease Fee payments by HOME TRUST shall not be deemed to be a waiver of any preceding breach by Homeowner of any requirement or restriction in this Lease, other than the failure of the Homeowner to pay the particular Lease Fee so accepted, regardless of HOME TRUST's knowledge of such preceding breach at the time of acceptance of such Lease Fee payment.

14.7 HOME TRUST'S RIGHT TO PROSECUTE OR DEFEND: HOME TRUST shall have the right, but shall have no obligation, to prosecute or defend, in its own or the Homeowner's name, any actions or proceedings appropriate to the protection of its own or Homeowner's interest in the Leased Land. Whenever requested by HOME TRUST, Homeowner shall give HOME TRUST all reasonable aid in any such action or proceeding.

14.8 CONSTRUCTION: Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

14.9 HEADINGS AND TABLE OF CONTENTS: The headings, subheadings and table of contents appearing in this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

14.10 PARTIES BOUND: This Lease sets forth the entire agreement between HOME TRUST and Homeowner with respect to the leasing of the Land; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed by HOME TRUST and Homeowner or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

14.11 GOVERNING LAW: This Lease shall be interpreted in accordance with and governed by the laws of Colorado. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against HOME TRUST or Homeowner.

14.12 RECORDING: The parties agree, as an alternative to the recording of this Lease, to execute a so-called Notice of Lease or Short Form Lease in form recordable and complying with applicable law and reasonably satisfactory to HOME TRUST's attorneys. In no event shall such document state the rent or other charges payable by Homeowner under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties have executed this lease at __________ on the day and year first above written.

____________________________________ (HOME TRUST)

By: _________________________________ Authorized Agent

_____________________________________ Witness

_____________________________________ (Homeowner)

_____________________________________ Witness

[notarize signatures]

EXHIBIT A
LETTERS OF AGREEMENT AND ATTORNEY'S ACKNOWLEDGMENT

SAMPLE

LETTER OF AGREEMENT

To Home Trust of Ouray County ("HOME TRUST")

Date: ____________

This letter is given to the HOME TRUST to become an exhibit to a Lease between the HOME TRUST and me. I will be leasing a parcel of land from the HOME TRUST and will be buying the home that sits on that parcel of land. I will therefore become what is described in the Lease as a "the Homeowner."

My legal counsel, _________________________, has explained to me the terms and conditions of the Lease and other legal documents that are part of this transaction. I understand the way these terms and conditions will affect my rights as a HOME TRUST homeowner, now and in the future.

In particular I understand and agree with the following points.

One of the goals of the HOME TRUST is to keep HOME TRUST homes affordable for lower income households from one HOME TRUST homeowner to the next. I support this goal as a HOME TRUST homeowner and as a member of the HOME TRUST.

The terms and conditions of my Lease will keep my home affordable for future "income-qualified persons" (as defined in the Lease). If and when I want to sell my home, the lease requires that I sell it either to the HOME TRUST or to another income-qualified person. The terms and conditions of the lease also limit the price for which I can sell the home, in order to keep it affordable for such income-qualified persons.

It is also a goal of the HOME TRUST to promote resident ownership of HOME TRUST homes. For this reason, my Lease requires that, if I and my family move out of our home permanently, we must sell it. We cannot continue to own it as absentee owners.

I understand that I can leave my home to my child or children or other members of my household and that, after my death, they can own the home for as long as they want to live in it and abide by the terms of the Lease, or they can sell it on the terms permitted by the Lease.

As a HOME TRUST homeowner and a member of the HOME TRUST, it is my desire to see the terms of the Lease and related documents honored. I consider these terms fair to me and others.

Sincerely

________________________________ **(Homeowner)**

SAMPLE

LETTER OF ATTORNEY'S ACKNOWLEDGMENT

I, __________________________, have been independently employed by ____________________________ (hereinafter "the Client") who intends to purchase a house and other improvements (the "Home") on land to be leased from Community Land Trust. The house and land are located at _____________________________________.

In connection with the contemplated purchase of the Home and the leasing of the land, I reviewed with the Client the following documents:

(a) this Letter of Attorney's Acknowledgment and a Letter of Agreement from the Client;

(b) a proposed Deed conveying the Home to the Client;

(c) a proposed Ground Lease conveying the "Leased Land" to the Client;

(d) other written materials provided by the HOME TRUST.

The Client has received full and complete information and advice regarding this conveyance and the foregoing documents. In my review of these documents my purpose has been to reasonably inform the Client of the present and foreseeable risks and legal consequences of the contemplated transaction.

The Client is entering the aforesaid transaction in reliance on her own judgment and upon her investigation of the facts. The advice and information provided by me was an integral element of such investigation.

Name _____________________________

Date ______________________________

Address ____________________________

EXHIBIT B
DEED

SAMPLE

DEED

Between

HOME TRUST OF OURAY COUNTY (Grantor), a not-for-profit corporation having its principal offices at ____________, ____________, ___________, and

MARY AND JOHN DOE (Grantees), residing at ______________,______________, _____.

Witnesseth

That Grantor, in consideration of one dollar and other good and valuable consideration paid by Grantees, does hereby grant and release unto Grantees, their heirs, or successors and assigns forever,

THE BUILDINGS AND OTHER IMPROVEMENTS ONLY, as presently erected on the Land described in Schedule "A" attached hereto and made a part hereof.

It is the intention of the parties that the real property underlying the buildings and other improvements conveyed herein remain vested in Grantor and that this warranty deed convey only such buildings and other improvements as are presently erected upon the subject Land.

In witness whereof, as authorized agent of Grantor, I hereunto set my hand this _____day of _______________, 20__.

____
signature

[notarize signature]

EXHIBIT C
PERMITTED MORTGAGES

The rights and provisions set forth in this Exhibit shall be understood to be provisions of Section 8.2 of the of the Lease. All terminology used in this Exhibit shall have the meaning assigned to it in the Lease.

A. OBLIGATIONS OF PERMITTED MORTGAGEE. Any Permitted Mortgagee shall be bound by each of the following requirements unless the particular requirement is removed, contradicted or modified by a rider to this Lease signed by the Homeowner and the HOME TRUST to modify the terms of the Lease during the term of the Permitted Mortgage.

1. If Permitted Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Permitted Mortgage, the Permitted Mortgagee shall, at the same time, send a copy of that notice to the HOME TRUST. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the "cure period"), the HOME TRUST shall have the right to cure the default on the Homeowner's behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Permitted Mortgagee.

2. If, after the cure period has expired, the Permitted Mortgagee intends to accelerate the note secured by the Permitted Mortgage or begin foreclosure proceedings under the Permitted Mortgage, the Permitted Mortgagee shall first notify HOME TRUST of its intention to do so, and HOME TRUST shall then have the right, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of such notice, to acquire the Permitted Mortgage by paying off the debt secured by the Permitted Mortgage.

3. If the Permitted Mortgagee acquires title to the Home through foreclosure or acceptance of a deed in lieu of foreclosure, the Permitted Mortgagee shall give HOME TRUST written notice of such acquisition and HOME TRUST shall then have an option to purchase the Home from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage. To exercise this option to purchase, HOME TRUST must give written notice to the Permitted Mortgagee of HOME TRUST's intent to purchase the Home within thirty (30) days following HOME TRUST's receipt of the Permitted Mortgagee's notice. HOME TRUST must then complete the purchase of the Home within sixty (60) days of having given written notice of its intent to purchase. If HOME TRUST does not complete the purchase within this 60-day period, the Permitted Mortgagee shall be free to sell the Home to another person.

4. Nothing in the Permitted Mortgage or related documents shall be construed as giving Permitted Mortgagee a claim on HOME TRUST's interest in the Leased Land, or as assigning any form of liability to the HOME TRUST with regard to the Leased Land, the Home, or the Permitted Mortgage.

5. Nothing in the Permitted Mortgage or related documents shall be construed as rendering HOME TRUST or any subsequent Mortgagee of HOME TRUST's interest in this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt secured by the Permitted Mortgage or any part thereof.

6. The Permitted Mortgagee shall not look to HOME TRUST or HOME TRUST's interest in the Leased Land, but will look solely to Homeowner, Homeowner's interest in the Leased Land, and the Home for the payment of the debt secured thereby or any part thereof. (It is the intention of the parties hereto that HOME TRUST's consent to such the Permitted Mortgage shall be without any liability on the part of HOME TRUST for any deficiency judgment.)

7. In the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Permitted Mortgagee in accordance with the provisions of ARTICLE 9 hereof.

8. HOME TRUST shall not be obligated to execute an assignment of the Lease Fee or other rent payable by Homeowner under the terms of this Lease.

B. RIGHTS OF PERMITTED MORTGAGEE. The rights of a Permitted Mortgagee as referenced under Section 8.6 of the Lease to which this Exhibit is attached shall be as set forth below.

1. Any Permitted Mortgagee shall, without further consent by HOME TRUST, have the right to (a) cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance being effective as if it had been performed by Homeowner; (b) acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to Homeowner by this Lease or otherwise by law, subject to the provisions, if any, in the Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and (c) rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.

2. A Permitted Mortgagee shall not be required, as a condition to the exercise of its rights under the Lease, to assume personal liability for the payment and performance of the obligations of the Homeowner under the Lease. Any such payment or performance or other act by Permitted Mortgagee under the Lease shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Home and Leased Land. In the event Permitted Mortgagee does take possession of the Home and Leased Land and thereupon transfers such property, any such transferee shall be required to enter into a written agreement assuming such personal liability and upon any such assumption the Permitted Mortgagee shall automatically be released from personal liability under the Lease.

3. In the event that title to the estates of both HOME TRUST and Homeowner are acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage.

4. If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, HOME TRUST shall enter into a new lease for the Leased Land with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to HOME TRUST's approval, which approval shall not be unreasonably withheld), not more than thirty (30) days after the request

of the Permitted Mortgagee. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to HOME TRUST for such new lease within sixty (60) days after the effective date of such termination, rejection or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Homeowner thereunder. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Land as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by HOME TRUST, Homeowner and the Permitted Mortgagee.

5. The HOME TRUST shall have no right to terminate the Lease during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same.

6. In the event that HOME TRUST sends a notice of default under the Lease to Homeowner, HOME TRUST shall also send a notice of Homeowner's default to Permitted Mortgagee. Such notice shall be given in the manner set forth in Section 14.2 of the Lease to the Permitted Mortgagee at the address which has been given by the Permitted Mortgagee to HOME TRUST by a written notice to HOME TRUST sent in the manner set forth in said Section 14.2 of the Lease.

7. In the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure in accordance with the provisions of the Lease, at the election of the Permitted Mortgagee the provisions of Article 10, Sections 10.1 through 10.11 shall be deleted and thereupon shall be of no further force or effect as to only so much of the Security so foreclosed upon or transferred.

8. Before becoming effective, any amendments to this Lease must be approved in writing by Permitted Mortgagee, which approval shall not be unreasonably withheld. If Permitted Mortgagee has neither approved nor rejected a proposed amendment within 60 days of its submission to Permitted Mortgagee, then the proposed amendment shall be deemed to be approved.

C. STANDARD PERMITTED MORTGAGE AGREEMENT. A Standard Permitted Mortgage Agreement, as identified in Section 8.4 of this Lease, shall be written as follows, and shall be signed by Mortgagee and Homeowner. *This Agreement is made by and among: ____________________________ (Mortgagee) and ____________________________ ("Homeowner"),*

***Whereas**:*

(a) HOME TRUSTOF OURAY COUNTY ("HOME TRUST") and Homeowner have entered, or are entering, into a ground lease ("the Lease"), conveying to Homeowner a leasehold

interest in the Land located at ____________________ ("the Leased Land"); and Homeowner has purchased, or is purchasing, the Home located on the Leased Land ("the Home").

(b) The Mortgagee has been asked to provide certain financing to the Homeowner, and is being granted concurrently herewith a mortgage and security interest (the "Mortgage") in the Leased Land and Home, all as more particularly set forth in the Mortgage, attached hereto as Schedule A.

(c) The Ground Lease states that the Homeowner may mortgage the Leased Land only with the written consent of HOME TRUST. The Ground Lease further provides that HOME TRUST is required to give such consent only if the Mortgagee signs this Standard Permitted Mortgage Agreement and thereby agrees to certain conditions that are stipulated herein ("the Stipulated Conditions").

Now, therefore, the Homeowner/Mortgagor and the Mortgagee hereby agree that the terms and conditions of the Mortgage shall include the Stipulated Conditions stated below.

Stipulated Conditions:

1. If Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Mortgage, the Mortgagee shall, at the same time, send a copy of that notice to the HOME TRUST. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the "cure period"), the HOME TRUST shall have the right to cure the default on the Homeowner's behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Mortgagee.

2. If, after such cure period, the Mortgagee intends to accelerate the note secured by the Mortgage or initiate foreclosure proceedings under the Mortgage, in accordance with the provisions of the Lease, the Mortgagee shall first notify HOME TRUST of its intention to do so and HOME TRUST shall have the right, but not the obligation, upon notifying the Mortgagee within thirty (30) days of receipt of said notice, to purchase the Mortgagee loans and to take assignment of the Mortgage.

3. If the Mortgagee acquires title to the Home and Homeowner's interest in the Leased Land through foreclosure or acceptance of a deed in lieu of foreclosure, the Mortgagee shall give the HOME TRUST written notice of such acquisition and the HOME TRUST shall have an option to purchase the Home and Homeowner's interest in the Leased Land from the Mortgagee for the full amount owing to the Mortgagee; provided, however, that the HOME TRUST notifies the Mortgagee in writing of the HOME TRUST's intent to make such purchase within thirty (30) days following the HOME TRUST's receipt of the Mortgagee's notice of such acquisition of the Home and Homeowner's interest in the Leased Land; further provided that HOME TRUST shall complete such purchase within sixty (60) days of having given written notice of its intent to purchase; and provided that, if the HOME TRUST does not complete the purchase within such period, the Mortgagee shall be free to sell the Home and Homeowner's interest in the Leased Land to another person;

4. If the Mortgagee acquires the title to the Home and the provisions of Article 10 regarding transfers of the Home or Sections 4.4 and 4.5 regarding occupancy and subleasing are suspended or invalidated for any period of time, then during that time the Lease Fee shall be increased to an amount calculated by HOME TRUST to equal the fair rental value of the Leased Land for use not restricted by the suspended provisions. Such increase shall become effective upon HOME TRUST's written notice to Homeowner. Thereafter, for so long as these restrictions are not reinstated in the Lease, the HOME TRUST may, from time to time, further increase the amount of such Lease Fee, provided that the amount of the Land Use Fee does not exceed the fair rental value of the property, and provided that such increases do not occur more often than once in every 2 years.

5. Nothing in the Mortgage or related documents shall be construed as giving the Mortgagee a claim on HOME TRUST's interest in the Leased Land, or as assigning any form of liability to the HOME TRUST with regard to the Leased Land, the Home, or the Mortgage.

6. Nothing in the Mortgage shall be construed as rendering HOME TRUST or any subsequent holder of the HOME TRUST's interest in and to the Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and such Mortgage or any part thereof.

7. The Mortgagee shall not look to HOME TRUST or HOME TRUST's interest in the Leased Land, but will look solely to Homeowner and Homeowner's interest in the Leased Land and the Home for the payment of the debt secured by the Mortgage. (It is the intention of the parties hereto that HOME TRUST's consent to the Mortgage shall be without any liability on the part of HOME TRUST for any deficiency judgment.)

8. In the event that any part of the Leased Land is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Mortgagee in accordance with the provisions of Article 9 of the Lease.

9. Nothing in the Mortgage shall obligate HOME TRUST to execute an assignment of the Lease Fee or other rent payable by Homeowner under the terms of this Lease.

By: ______________________________ *for Mortgagee* *Date:* ____________

______________________________ *for Homeowner/Mortgagor* *Date:* ____________

EXHIBIT D
FIRST REFUSAL

Whenever any party under the Lease shall have a right of first refusal as to certain property, the following procedures shall apply. If the owner of the property offering it for sale ("Offering Party") shall within the term of the Lease receive a bona fide third party offer to purchase the property which such Offering Party is willing to accept, the holder of the right of first refusal (the "Holder") shall have the following rights:

(a) Offering Party shall give written notice of such offer ("the Notice of Offer") to Holder setting forth (a) the name and address of the prospective purchaser of the property, (b) the purchase price offered by the prospective purchaser and (c) all other terms and conditions of the sale. Holder shall have a period of forty-five (45) days after the receipt of the Notice of Offer ("the Election Period") within which to exercise the right of first refusal by giving notice of intent to purchase the property ("the Notice of Intent to Purchase") for the same price and on the same terms and conditions set forth in the Notice of Offer. Such Notice of Intent to Purchase shall be given in writing to the Offering Party within the Election Period.

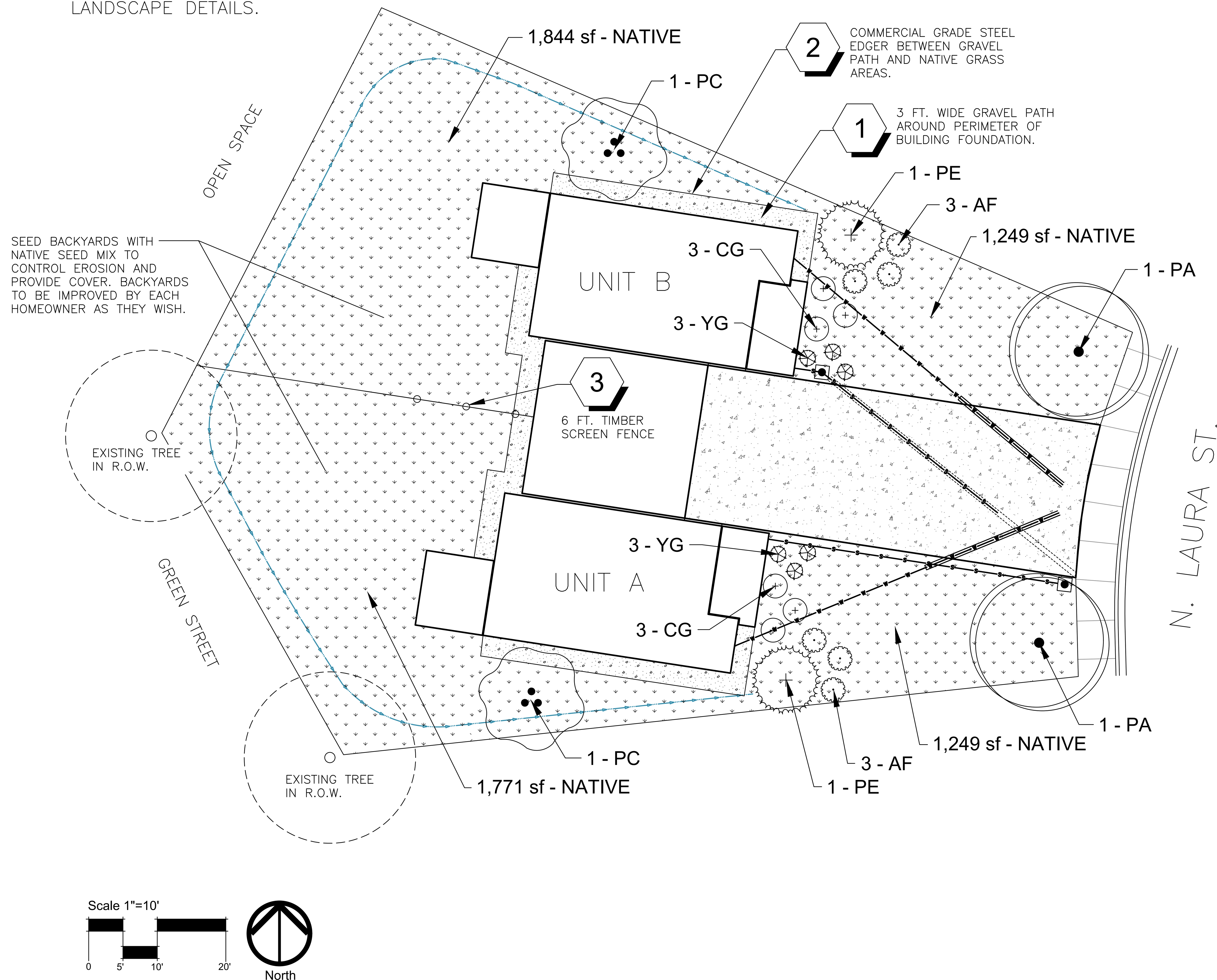
(b) If Holder exercises the right to purchase the property, such purchase shall be completed within sixty (60) days after the Notice of Intent to Purchase is given by Holder (or if the Notice of Offer shall specify a later date for closing, such date) by performance of the terms and conditions of the Notice of Offer, including payment of the purchase price provided therein.

(c) Should Holder fail to exercise the right of first refusal within the Election Period, then the Offering Party shall have the right (subject to any other applicable restrictions in the Lease) to go forward with the sale which the Offering Party desires to accept, and to sell the property within one (1) year following the expiration of the Election Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the Notice. If the sale is not consummated within such one-year period, the Offering Party's right so to sell shall end, and all of the foregoing provisions of this section shall be applied again to any future offer, all as aforesaid. If a sale is consummated within such one-year period, the purchaser shall purchase subject to the Holder having a renewed right of first refusal in said property.

EXHIBIT E
LEGAL DESCRIPTION OF LAND AND IMPROVEMENTS

LANDSCAPE PLAN:

SEE SHEET L-2 FOR LANDSCAPE DETAILS.



PLANT SCHEDULE

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE / NOTES
	PA	2	POPULUS ANGUSTIFOLIA NARROWLEAF COTTONWOOD 40 FT. TALL, 25 FT. SPREAD. YELLOW FALL COLOR	1.5" CALIPER
	PC	2	PRUNUS VIRGINIANA 'CANADA RED' CANADA RED CHOKECHERRY 20 FT. TALL, 20 FT. SPREAD, MULTI-STEM, RED FOLIAGE, WHITE SPRING FLOWERS	1.5" CALIPER
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE / NOTES
	PE	2	PINUS EDULIS PINYON PINE 20 FT. TALL, 15 FT. SPREAD, GREEN UPRIGHT EVERGREEN TREE	6 FT - 8 FT B&B
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE / NOTES
	AF	6	ARTEMISIA FILIFOLIA SAND SAGEBRUSH 3 FT. TALL, 3.5 FT. SPREAD, SILVER FOLIAGE.	5 GALLON
	CG	6	CHRYSOTHAMNUS NAUSEOSUS GRAVEOLENS TALL GREEN RABBITBRUSH 5` TALL, 4` SPREAD, YELLOW FALL FLOWERS.	5 GALLON
	YG	6	YUCCA GLAUCA SOAPWEED 2 FT. TALL, 2.5 FT. SPREAD, SPIKE GREEN EVERGREEN	5 GALLON
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE / NOTES
	NATIVE	6,113 SF	NATIVE LOW GROW MEADOW GRASS SEED MIX (NON-IRRIGATED MEADOW MIX) SEE THE DROUGHT-TOLERANT LOW GROW GRASS SEED MIX LEGEND AND SEEDING NOTES ON SHEET L-2. ONCE ESTABLISHED, WATER ONLY AS NEEDED.	SEED

REFERENCE NOTES SCHEDULE

	SYMBOL	DESCRIPTION	QTY
	1	3 FT. WIDE, COMPACTED GRAVEL CHIPS 3" DEEP PATH AROUND PERIMETER OF BUILDING FOUNDATION AS SHOWN TO KEEP WATER AWAY FROM THE BUILDING FOUNDATION.	415 SF
	2	1/8" X 5" COMMERCIAL GRADE STEEL EDGER. COL-MET MFG AS AVAILABLE FROM HOME DEPOT OR LOWES. INSTALL WITH PROPER CORNER AND END PIECES, AND STAKES PER MFG. RECOMMENDATIONS.	152 LF
	3	6 FT. TALL CEDAR TIMBER SCREEN FENCE. PLACE AT PROPERTY LINE BETWEEN RESIDENCES TO HELP ADD PRIVACY BETWEEN PATIOS. INSTALL PER INDUTRY STANDARDS BY A LICENSED, BONDED FENCE CONTRACTOR.	25 LF

LANDSCAPE NOTES:

1. THE OWNER AND GENERAL CONTRACTOR SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS PREPARED BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE, UTILITIES, OR OTHER CONSTRUCTION DOES NOT CONFLICT WITH NOR PRECLUDE INSTALLATION OF MAINTENANCE OF LANDSCAPE ELEMENTS AS DESIGNATED ON THIS PLAN.

2. INSTALL A NEW UNDERGROUND AUTOMATIC IRRIGATION SYSTEM FOR EACH HOME. USE DOMESTIC WATER LINE FROM EACH BUILDING. INSTALL A BACKFLOW PREVENTER. AN AUTOMATIC IRRIGATION CONTROLLER SHALL BE INSTALLED FOR EACH SYSTEM. AREAS SHALL BE IRRIGATED USING POP-UP SPRAY AND/OR ROTOR TYPE HEADS. ALL SHRUBS AND TREES ARE INTEGRATED INTO THE NATIVE GRASS AREAS AND SHALL BE IRRIGATED WITH THE SAME SPRAY IRRIGATION AS PART OF THE NATIVE GRASS.

3. TOPSOIL SHALL BE SPREAD FROM STOCKPILED ON-SITE EXCAVATION AREAS INTO ALL OF THE LANDSCAPE AREAS TO BE PLANTED WITH TREES, SHRUBS, AND NATIVE GRASS. THERE SHALL BE A MINIMUM OF 8" OF TOPSOIL THROUGHOUT ALL LANDSCAPE AREAS.

4. SOIL PREPARATION FOR GRASS AREAS SHALL BE ORGANIC MATTER (100% DECOMPOSED WOOD CHIPS) APPLIED AT A RATE OF 3-5 CY/1000 SF., AND TILLED TO A DEPTH OF 6"-8", AND FINE GRADED.

6. WHEN INSTALLING EACH PLANT, PLANT MIX SHALL BE COMPRISED OF 1 PART SOIL CONDITIONER (DECOMPOSED BARK MULCH OR "BACK-TO-EARTH" ACIDIFIER PRODUCT) TO 2 PARTS TOPSOIL. OVER EXCAVATE THE PLANTING HOLES TWO TIMES THE DIAMETER OF THE ROOTBALL. FILL WITH PLANT MIX.

7. WHEN PLANTING TREES OR SHRUBS: THOROUGHLY SOAK PLANTING HOLE WHILE BACKFILLING. PRUNE DEAD OR DAMAGED BRANCHES IMMEDIATELY AFTER PLANTING. FERTILIZE WITH AGRIFORM 21 GRAM PLANT TABLETS, 20-10-5. 6 TABLETS PER TREE, AND 3 PER SHRUB.

8. SHREDDED CEDAR BARK MULCH SHALL BE PLACED AROUND THE DRIPLINE OF EACH PLANT TO MAINTAIN MOISTURE, 4 FT. DIAMETER AROUND TREES, AND 2 FT. DIAMETER AROUND SHRUBS. DO NOT LET BARK MULCH TOUCH THE BASE AND STEM OF EACH PLANT - KEEP CLEAR 2".

9. ALL DECIDUOUS TREES SHALL BE STAKED WITH (2) 6 FT. T-POSTS. ALL EVERGREEN TREES SHALL BE STAKED WITH (3) 2 FT. T-POSTS. ALL POSTS SHALL BE GUYED TO THE TREE WITH TREE STRAPS. REMOVE AFTER ONE YEAR.

10. LOCATE AND MARK LOCATIONS OF ALL UTILITIES PRIOR TO COMMENCING WORK. DO NOT PLANT ANY TREES OR SHRUBS DIRECTLY OVER BURIED UTILITY LINES, OR ANY TREES UNDER OVERHEAD UTILITY LINES.

11. PLANT MATERIAL WAS CHOSEN FOR ITS SPECIFIC VARIETY, HEIGHT, AND WATER REQUIREMENTS. ANY PLANT MATERIAL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

12. ALL PLANT MATERIAL SHALL BE GROWN IN A NURSERY IN ACCORDANCE WITH PROPER HORTICULTURAL PRACTICE. PLANS SHALL BE HEALTHY, WELL-BRANCHED, AND VIGOROUS WITH A GROWTH HABIT NORMAL TO THE SPECIES AND VARIETY, AND FREE OF DISEASES, INSECTS, AND INJURIES.

13. CONTRACTOR TO WARRANTY IRRIGATION SYSTEM AND ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR. REPLACE ANY DEAD OR DYING PLANTS DURING THAT ONE-YEAR WARRANTY PERIOD.

TOWN OF RIDGWAY REQUIREMENTS:

RESIDENTIAL REQUIRES 50% COVERAGE OF LIVE MATERIAL ON 80% OF SITE. NO MORE THAN 10% STONE MULCH SHOWING IN FRONT AND SIDE YARDS.

A MINIMUM OF 1 TREE PER 2,000 SF OF GROSS LOT AREA SHALL BE PROVIDED. 10,206 SF DIVIDED BY 2,000 = 5.1 REQUIRED TREES MINIMUM. 6 TREES PROVIDED TOTAL.

NORTH LAURA STREET:
1 TREE EVERY 25 LF OF FRONT YARD FRONTAGE = 48.84 DIVIDED BY 25 = 2 REQUIRED TREES =
2 TREES PROVIDED
1 SHRUB PER EVERY 10 LF = 51 FT = 5.1 SHRUBS =
6 SHRUBS REQUIRED = 18 PROVIDED.

GREEN STREET:
BACK YARD FRONTAGE - 6 FT. TIMBER SCREEN FENCE AROUND PERIMETER OF DUPLEX BACKYARDS

EXISTING COTTONWOOD TREES IN R.O.W. ALONG GREEN STREET TO REMAIN.

FINAL TOTALS:
6 NEW TREES PROVIDED
18 SHRUBS PROVIDED

REVISIONS	BY

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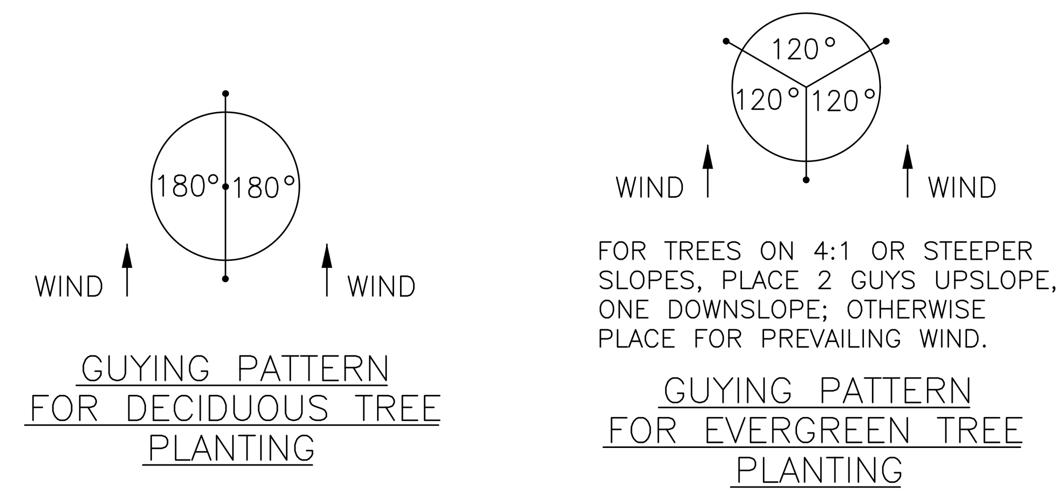
Habitat for Humanity
Duplex, 485 N. Laura Street
Ridgway, Colorado

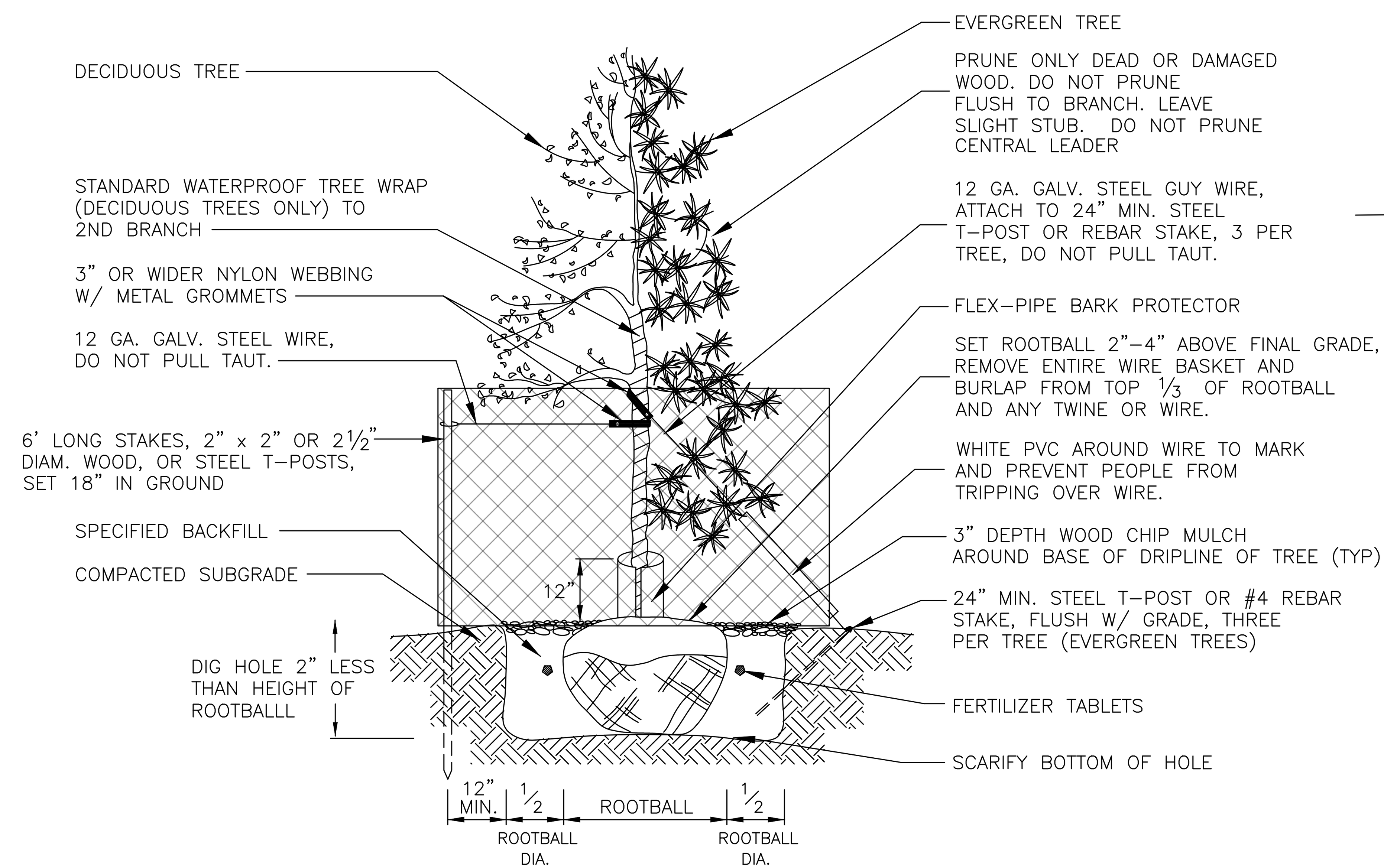
DATE
11/11/22

SHEET TITLE
LANDSCAPE PLAN, NOTES, & LEGENDS

SHEET No.
L-1

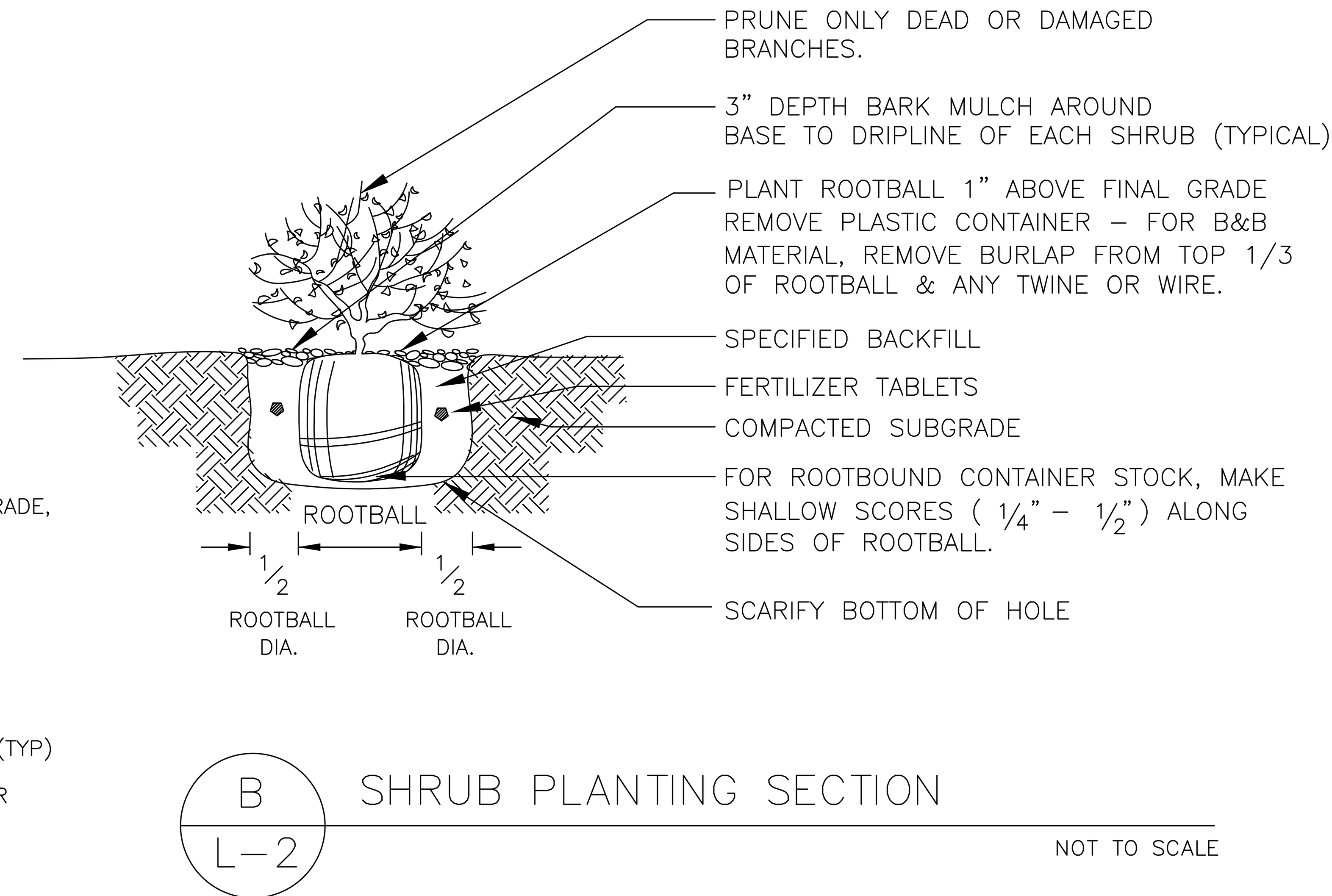
LANDSCAPE DETAILS:





A / L-2 TREE PLANTING SECTION

NOT TO SCALE



B / L-2 SHRUB PLANTING SECTION

NOT TO SCALE

NATIVE SHORT GRASS SEED MIX:

PLS LBS. COMMON NAME	SCIENTIFIC NAME (GENUS & SPECIES)
0.25 SAND DROPSEED	SPOROBOLUS CRYPTANDRUS
0.5 ALKALI SACATON	SPOROBOLUS AIROIDES
3.0 INDIAN RICEGRASS	ACHNATHERUM HYMENOIDES 'RIMROCK'
3.0 SIDEOATS GRAMA	BOUTELOUA CURTIPENDULA 'VAUGHN'
3.0 LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM 'CIMARRON'
3.0 GALLETA GRASS	PLEURAPHIS JAMESII 'VIVA'
14.25 LBS. PLS/ACRE TOTAL	

C / L-2 NATIVE MEADOW GRASS SEED MIX

NOT TO SCALE

SEEDING NOTES:

1. RECOMMENDED SEEDING TIMES – LATE SPRING THROUGH EARLY FALL. IRRIGATE PLANTS FOR THE FIRST GROWING SEASON, OR UNTIL WELL ESTABLISHED. THEN WEAN BACK AND IRRIGATE ONLY AS NEEDED.

2. SEED AFTER ALL FINAL GRADING AND SOIL PREPARATION IS COMPLETE.

3. SOIL PREP: GRADE TOPSOIL TO A REASONABLE EVEN, SMOOTH, LOOSE SEED BED. ROTOTILL 3-5 CY/1,000 SF OF SOIL CONDITIONER INTO TOP 6"-8" OF TOPSOIL AND FINE GRADE.

4. SEED SHALL BE UNIFORMLY APPLIED OVER THE ENTIRE DISTURBED AREA. DOUBLE THE RATE OF THAT RECOMMENDED IF AREA IS BROADCAST SEEDED. NO HYDROSEEDING ALLOWED.

5. ON SLOPES STEEPER THAN 3:1, SEED SHALL BE APPLIED BY MEANS OF A MECHANICAL BROADCASTER AT DOUBLE THE RATE REQUIRED FOR DRILL SEEDING. ALL SEED SOWN BY MECHANICAL BROADCASTERS SHALL BE RAKED OR DRAGGED INTO THE SOIL TO A DEPTH OF 1/2". CARE SHOULD BE TAKEN TO INSURE UNIFORM COVERAGE OF SEED.

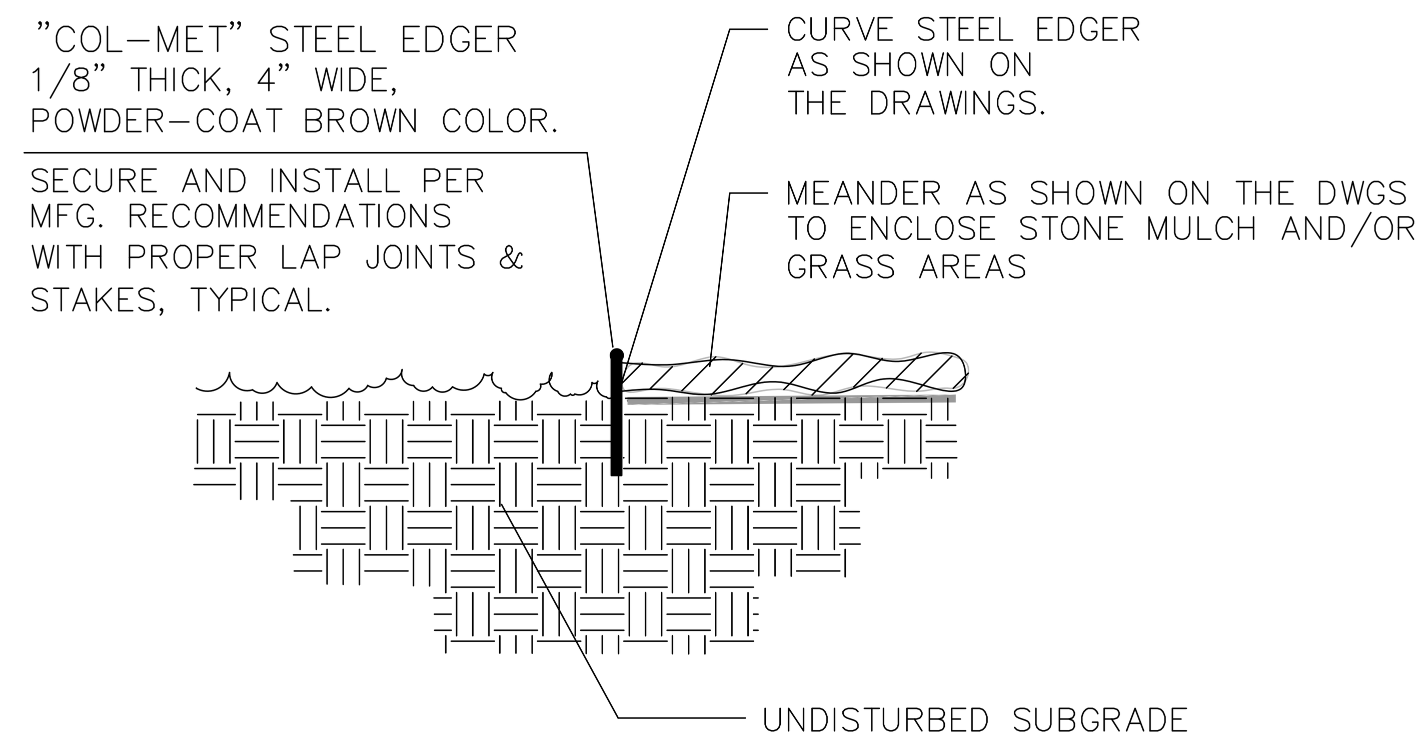
6. SEED SHALL BE HYDROMULCHED AFTER SEED IS BROADCAST AND RAKED INTO THE SOIL. DO NOT MULCH DURING WINDY CONDITIONS. ANY AREAS DISTURBED BY MULCHING OPERATIONS SHALL BE RESEEDED AT CONTRACTOR'S EXPENSE.

7. PROTECT ALL SEEDED AREAS FROM DAMAGE UNTIL GRASSES ARE ESTABLISHED.

8. APPLY BIOSOL MIX 7-2-3 SLOW RELEASE FERTILIZER INTO SOIL DURING SEEDING OPERATION PER THE MFG. RECOMMENDATIONS.

F / L-2 SEEDING NOTES

NOT TO SCALE



D / L-2 LANDSCAPE EDGER

NOT TO SCALE

INSTALL 6 FT. CEDAR SCREEN FENCE PER INDUSTRY STANDARDS. FENCE SHALL BE INSTALLED BY A QUALIFIED, EXPERIENCED, AND BONDED FENCE CONTRACTOR.

E / L-2 6 FT. TALL CEDAR SCREEN FENCE

NOT TO SCALE

REVISIONS	BY

Julee Wolverton, Landscape Architect
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julee@juleewolverton.com

Habitat for Humanity Duplex, 485 N. Laura Street Ridgway, Colorado

DATE 11/11/22

SHEET TITLE LANDSCAPE DETAILS

SHEET No. L-2

PROTECTIVE COVENANTS FOR

PARKSIDE TOWNHOMES

Home Trust of Ouray County, a Colorado nonprofit corporation ("Home Trust"), as the owner of the real property described below, hereby declares and covenants that the use and enjoyment of such real property shall be subject to the following covenants, reservations, restrictions, easements, obligations, and servitudes, which shall run with the property for the benefit of such property and of all persons having an ownership interest in the property or any part thereof or improvements therein, in furtherance of a common and general plan of development of the real property, all as more particularly described herein ("Protective Covenants").

ARTICLE I
RECITALS

1.1 Home Trust is the owner of the following described real property:

> Lot 6, Parkside Subdivision, Situated in the SE ¼ Section 8, Township 45 North, Range 8 West, New Mexico Principal Meridian, Town of Ridgway, County of Ouray, State of Colorado

Home Trust is developing and improving the foregoing described real property with a common and general plan of development into four ownership interests: two ground ownership interests ("Lots") in which Home Trust will own the ground and lease a portion of it to each of two Unit Owners, and two residential units ("Units") attached to one another through a common wall and sharing a common roof, which units are to be conveyed to and owned by Unit Owners, separately from the interest in the ground, the ownership of which shall be retained by Home Trust. All of the foregoing described real property and interests therein shall be referred to herein collectively as the Property.

1.2. Each ground lease by Home Trust to each Unit Owner ("Ground Lease") contains and sets forth, among other things, affordable housing restrictions and criteria that will apply to each Unit and each Unit Owner. To the greatest extent possible, the provisions of these Protective Covenants shall be construed together with the provisions of the Ground Lease so as to give full meaning to both; however, nothing in these Protective Covenants shall be construed in a manner which frustrates, conflicts with, or contravenes any of the restrictions and requirements of the Ground Lease.

1.3 These Recitals and this Article I shall constitute and shall be construed as substantive provisions of these Protective Covenants.

ARTICLE II
STATEMENT OF PURPOSE; NATURE OF COVENANTS

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2.1. The purpose of these Protective Covenants is to create certain covenants, conditions, and restrictions upon and for the Property and the improvements therein and thereon, to run with the land and to be binding upon the owner(s) thereof and upon anyone having an interest in the Property including the Lots, Units, and other improvements therein and thereon, whether the Lots are under common ownership or not, and whether the Units are under common ownership or not, and for the Property to be held, owned, sold, conveyed, developed, used, transferred, hypothecated, leased, and otherwise used subject to these Protective Covenants, in furtherance of a common plan of development and improvement of the Property, for the purpose of enhancing, protecting and preserving the value, desirability and attractiveness of the Property and the improvements thereon in a manner that is beneficial to all Owners.

2.2. The Property is hereby subjected to these Protective Covenants, and all the covenants, conditions, restrictions, easements, and obligations set forth herein. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, obligations, benefits and privileges granted, created, reserved or declared by these Protective Covenants shall be deemed to be covenants appurtenant to, touching and concerning and running with the land and shall at all times inure to the benefit of and be binding upon any person having at any time any interest or estate in the Property or any part thereof, and their respective heirs, successors, representatives or assigns. In the event that both Units are owned by a single Unit Owner, the easements, covenants, conditions, restrictions, or reservations created by these Protective Covenants shall <u>not</u> merge into the title or interest of the Unit Owner.

2.3 This Article II shall constitute and shall be construed as substantive provisions of these Protective Covenants.

ARTICLE III
DEFINITIONS

Unless the context requires otherwise, the following terms shall have the following meanings:

3.1 "Adjoining Owner" shall mean and refer to the Owner of the Unit that shares a Party Wall with another Unit Owner (i.e., the Owner of the other Unit in the Duplex); "Adjoining Owner" shall not mean or refer to a Lot Owner who just shares a boundary line, with no Duplex over such boundary line, with another Lot Owner.

3.2 "Common Roof" shall mean and refer to the roof of the Duplex that is shared by the Units.

3.3 "Duplex" shall mean and refer to the residential structure constructed upon the Property which is comprised of two attached Units adjoined by a Party Wall and sharing a Common Roof.

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3.4 “Ground Lease” shall mean and refer to the lease of the land to the Unit Owners by Home Trust and its successors in interest.

3.5 “Home Trust” shall mean and refer to Home Trust of Ouray County, a Colorado nonprofit corporation, the owner of the land upon which the Units are situated (the “Lots), and the lessor under the Ground Lease. Home Trust may also be referred to herein as “Lot Owner.”

3.6 “Lot” shall mean and refer to each separately platted lot as depicted on any recorded plat or replat of the Property, but shall not mean or refer to the Units thereon.

3.7 “Lot Owner” shall mean and refer to the owner in fee simple of any Lot within the Property. Initially Home Trust will be the only Lot Owner, so references to “Lot Owner” herein shall also mean and refer to Home Trust and the terms may be used interchangeably throughout.

3.8 “Party Wall” shall mean and refer to the foundation wall, the footing under such foundation wall, the shaft liner fire wall supported by the foundation and a roof sheathing or parapet, if existing, capping such fire wall which are part of the original construction of the Duplex and the Units located on the Lots and located and constructed on the common Lot boundary line of the two adjoining Lots, and which constitute a common wall of the adjoining Units. Without limiting the foregoing, the term “Party Wall,” as used herein, shall also include any two (2) walls that generally meet the foregoing definition, and that together constitute a common wall of two adjoining Units, even if such walls are separated by a *de minimis* amount of air space.

3.9 “Pet” or “Pets” shall mean and refer to a dog, a cat, a bird, or other typical household animal that is kept within the residence for companionship, but not for any commercial purpose. “Pet” shall not include any livestock animal, breeding animal, or beast of burden such as a horse, goat, pig, chicken, llama, alpaca, cow, sheep or other such animal. “Pet” shall also not include any exotic animal.

3.10 “Plat” shall mean and refer to the approved and recorded final plat of Parkside Townhomes that is recorded in the land records of Ouray County, and any recorded re-plat thereof.

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3.11 “Project” shall mean and refer to the development of the Property as the Parkside Townhomes.

3.12 “Property” shall mean and refer to the real property and improvements more particularly described in Section 1.1 of these Protective Covenants.

3.13 “Protective Covenants” shall mean and refer to this document entitled “Protective Covenants for Ouray Home Trust Townhomes” as recorded in the records of the Ouray County Clerk and Recorder.

3.14 “Shared Improvement” shall mean and refer to any fence or structure that is situated upon or along the shared boundary of more than one Lot and to any driveway which serves more than one Unit.

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3.15 "Unit" shall mean and refer to each residence within the Duplex.

3.16 "Unit Owner" shall mean and refer to the record owner, whether a person, persons, firm, corporation, trust/trustee, estate or personal representative, partnership or association, or other legal entity, or any combination thereof, owning a Unit and being a tenant pursuant to the Ground Lease, except that "Unit Owner" shall not mean or refer to any such person having an interest herein merely as a mortgagee or beneficiary under a deed of trust, unless such mortgagee or beneficiary under a deed of trust has acquired title thereto pursuant to foreclosure or any conveyance in lieu thereof. A person ceases to be a Unit Owner upon conveyance of its Unit to another. In relation to one another, Unit Owners may be referred to herein as Adjoining Owners.

ARTICLE IV
LOT OWNERSHIP AND LOT OWNERS' INTERESTS

4.1 Lot ownership is separated from Unit ownership in this townhome project. Initially, Home Trust is the only Lot Owner.

4.2 Lot Owner and the Unit Owner will enter into a Ground Lease for ownership and occupancy of a Unit.

4.3 From time to time, if a suitable buyer cannot be found for a Unit, Lot Owner may lease a Unit to a tenant with qualifying income in accordance with the Ground Lease.

4.4 Lot Owners shall have a right to enforce these Protective Covenants in any lawful manner, and Lot Owners shall not be required to submit disputes regarding enforcement or interpretation of these Protective Covenants or contribution actions under these Protective Covenants to the Dispute Resolution provisions set forth in Article X.

4.5 In the event that a Unit Owner fails to maintain his/her/their Unit in a neat, orderly, and good condition, Lot Owner shall have the authority and right to maintain and make such repairs as reasonably necessary to maintain the Unit in a neat, orderly and good condition and shall have a right of contribution from the Unit Owner for such costs in accordance with Section 13.1 of these Protective Covenants.

ARTICLE V
UNIT OWNERSHIP AND UNIT OWNERS' INTERESTS AND OBLIGATIONS

5.1 Each Unit Owner shall enter into a Ground Lease with the Owner of the Lot upon which the Unit is situated.

5.2 Each Unit Owner shall own the residential improvements comprising the Unit, subject to these Protective Covenants.

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5.3 Each Unit Owner shall maintain his/her/their Unit in a neat, orderly and good condition at all times at the Unit Owner's expense. If a Unit Owner fails to do so, the Lot Owner may undertake repairs and maintenance as reasonably needed to keep the Unit in a neat, orderly and good condition and may charge the Unit Owner the costs thereof. Unit Owner shall pay invoices for Lot Owner's maintenance and repair activities within thirty (30) days.

5.4 Initial improvements on each Lot shall include the Duplex and Shared Driveway and basic landscaping. A Unit Owner may make additional improvements upon the leased Lot with the written specific consent of the Lot Owner. Such additional improvements, if paid for by the Unit Owner, shall be owned by the Unit Owner, unless they are Shared Improvements, in which case ownership thereof shall be determined pursuant to Article VI.

ARTICLE VI
PARTY WALLS AND OTHER SHARED IMPROVEMENTS

6.1 Rights in Party Wall and Shared Improvements. The Unit Owners own an undivided one-half interest in the Party Wall and the Shared Improvements, and the Party Wall and Shared Improvements shall remain property of the Unit Owners as set forth herein.

6.2 Easements for Party Wall and Common Roof. There is hereby created a perpetual, non-exclusive, and reciprocal easement and right for the Unit Owners for use and support, including without limitation in aid of the support of water, sewer, electric and other utility lines, and in support of joists, crossbeams, studs, and other structural members as may be required for support of the Unit, and for the reconstruction or remodeling of such improvements, including the right to access, inspect, maintain, repair, and replace the Party Wall, subject to Section 6.3 below, and except that no such use, repair, inspection, maintenance, access or replacement shall impair the fire rating of the Party Wall or the structural support to which any such Unit is entitled under these Protective Covenants, including, without limitation, the support of a Common Roof over the Units in a Duplex. The center line of the Party Wall shall be the boundary line of the Units and the boundary line of the Lots. In addition, the Unit Owners shall each have a perpetual and reciprocal easement in and to those portions of the other Unit in the Duplex required for mutual support of a Common Roof on the Duplex, including maintenance, repair and inspection, and to permit each Unit Owner to do the work reasonably necessary in the exercise of such Unit Owner's rights provided in these Protective Covenants. The statutory and common law of Colorado applicable as to rights and obligations regarding party walls and party wall agreements shall apply with respect to the Party Wall established by these Protective Covenants, except to the extent specifically modified by these Protective Covenants, and except as modified by the application of the provisions of the Ground Lease.

6.3 Maintenance. The following shall govern the maintenance, repair, replacement, and remodeling of the Party Wall:

6.3.1 *Interior Finish*. Each Unit Owner shall be responsible for maintaining the finished surface of the Party Wall within that Owner's Unit, including all costs thereof.

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6.3.2 *Structural and Other Elements of the Party Wall*. The Unit Owners will share equally (50% each) in the cost of all other maintenance, repair, and replacement of the Party Wall, except as follows: (a) if such maintenance, repair, or replacement is caused or necessitated solely by the action or inaction of a Unit Owner or its invitees, agents, employees, or contractors, that Unit Owner shall be solely responsible for the costs of such maintenance, repair or replacement; (b) if any maintenance, repair, or replacement is caused or necessitated by action or inaction of the Unit Owners in anything but equal proportion, the Unit Owners shall bear the costs of such maintenance, repair or replacement in proportion to their fault. Maintenance, repair, and replacement of the Party Wall shall be done in a good and workmanlike manner.

6.3.3 *Work on the Party Wall*. Work on the Party Wall, Common Roof, or Shared Improvements shall be prosecuted diligently and completed promptly, returning the Party Wall, Common Roof or Shared Improvements to their original condition or better, with minimum disruption to the residential activities and occupancy of the Unit Owners. Except for emergencies, maintenance, repair and/or reconstruction of a Party Wall, Common Roof or Shared Improvements may be performed during reasonable hours only, and no entry may be made into a Unit Owner's Unit by another Unit Owner except as reasonably necessary after reasonable notice to the Unit Owner or occupants of the affected Unit.

6.3.4 *Changes to Party Walls.* Party Walls shall not be materially altered or changed, except by mutual, written agreement of the Adjoining Owners, and in accordance with plans prepared by a licensed engineer or architect. No Owner shall have the right to destroy, remove, or make any structural changes, extensions or modifications to a Party Wall which would jeopardize the fire rating of the Party Wall, or the structural integrity of the Unit of the Adjoining Owner without the prior written consent of such Adjoining Owner. In addition, Unit Owner shall not have any right to destroy, remove, extend or modify the Common Roof without the prior written consent of the Adjoining Owner, provided, however, that such prohibition does not restrict or hinder a Unit Owner from having that portion of the Common Roof above its Unit repaired, replaced or re-shingled without the consent of any other Owner. In the event a Unit Owner must obtain the prior written consent of the other Unit Owner under these Protective Covenants, such Owner seeking consent must also obtain the prior written consent of the holders of first lien mortgages or first lien deeds of trust on all Units within the Duplex. Any such agreement for change, extension or modification of the Party Wall or Common Roof shall be recorded in the office of the Clerk and Recorder of Ouray County, and shall expressly refer to these Protective Covenants. No Unit Owner shall subject a Party Wall to any use which unreasonably interferes with the equal use and enjoyment of the Party Wall by the Adjoining Owner.

6.3.5 *Weatherproofing*. Notwithstanding any other provisions of these Protective Covenants, an Owner who by his gross negligence or willful act causes a Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements; and if such Unit Owner fails to so protect,

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the other Unit Owner may do so and collect all such costs from the Unit Owner who caused the condition.

6.4 Destruction of Party Wall, Common Roof or Shared Improvements. In the event that the Party Wall, Common Roof, or Shared Improvements is/are substantially destroyed, the Party Wall, Common Roof, or Shared Improvements shall be reconstructed so that its centerline is located on the lot boundary, so that it substantially complies with and meets or exceeds the original specifications and as-built drawings, so that it complies with all then-current applicable laws, regulations, and building codes, and so that it returns the Party Wall or Shared Improvements to substantially the condition it was in prior to such destruction.

6.4.1 All repairs must be completed as soon as practicable but not later than sixty (60) days after the event of damage or destruction or if longer than sixty (60) days is reasonably required to complete the repairs, then such longer time as is reasonably necessary as long as the Unit Owner making the repairs has promptly commenced the repairs after the event of damage or destruction and diligently pursues the repairs to completion.

6.4.2 Should a Party Wall or Shared Improvements be damaged or destroyed by either the intentional or grossly negligent act of a Unit Owner (or its agent, contractor, employee, tenant, family member, licensee, guest or invitee), such Unit Owner shall promptly and with due diligence repair or rebuild the Party Wall at such Unit Owner's sole cost and expense, and shall compensate the Adjoining Owner for any damages sustained to person or property as a result of such intentional or grossly negligent act.

6.4.3 If the responsible Unit Owner neglects or refuses either to make all such repairs or rebuild the Party Wall as required herein, or to pay all of such costs thereof in a timely and prompt manner, then the Adjoining Owner may have the Party Wall repaired or rebuilt and shall be entitled, in addition to any other rights or remedies at law or in equity, after first complying with the dispute resolution procedures set forth in Article X, to bring suit to recover the amount of such defaulting Unit Owner's share of the repair and damage costs and the defaulting Unit Owner shall also pay, and the Court shall award, the prevailing Adjoining Owner's reasonable costs of collection including, without limitation, reasonable attorney's fees.

6.4.4 Should a Party Wall, Common Roof, or Shared Improvements be damaged or destroyed by causes other than the intentional act or gross negligence of a Unit Owner or its agent, contractor, employee, tenant, family member, licensee, guest or invitee, the damaged or destroyed Party Wall or Shared Improvement shall be promptly and with due diligence repaired or rebuilt and the costs of reasonable repair and maintenance of the Party Wall shall be paid equally by the Adjoining Owners; provided that the cost of repairs and maintenance of the stud wall that is adjacent to the fire wall which comprises a part of the Party Wall located on in the Duplex and of the interior finished surface of a Party Wall located in a Unit shall be the sole expense

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of the Unit Owner of the Unit on which such stud wall and finished surface is located.

6.5 Right of Contribution – Party Wall and Shared Improvements. These Protective Covenants shall create a right of contribution in each Unit Owner from the other Unit Owner for maintenance, repair, restoration, replacement or improvement to the Party Wall(s) and Shared Improvements which right of contribution shall be appurtenant to the Property and shall pass to the Owners and their successors in interest. If a Lot Owner makes repairs to a Party Wall or Shared Improvements, the Unit Owners shall be jointly and severally liable for the costs thereof, and the Lot Owner shall a have a right to recover and receive contribution for such costs from both Unit Owners, jointly and severally.

6.6 Cooperation and Cost Recovery. The Unit Owners shall cooperate in the maintenance, repair, and replacement of the Party Wall, Common Roof, and Shared Improvements in accordance with the provisions of these Protective Covenants, and shall, whenever practical, cause work on the same to be performed jointly. However, in the event that one Unit Owner undertakes such maintenance, repair, or replacement at said Unit Owner's initial expense, the other Unit Owner shall, within thirty (30) days of written demand or invoice, pay its share of the costs thereof. If payment is not timely made, the Unit Owner causing the work to be performed shall be entitled to recover the other Unit Owner's share of such costs from such other Unit Owner by any lawful means. The Adjoining Owners shall cooperate with each other in applying for building or other governmental permits that may be necessary from time to time in connection with the ownership, renovation, maintenance and repair of the Party Wall, Common Roof, or Shared Improvements.

ARTICLE VII
SHARED DRIVEWAY

7.1 The Duplex shall have a Shared Driveway sixteen feet (16') in width, centered over the shared boundary of the two Lots upon which the Duplex is located. There is hereby created a license for use of the Shared Driveway in favor of each Unit Owner within the Duplex over the driveway portion of the Lot leased by the other Unit Owner for ingress and egress to and from the adjacent street and the Units. The Unit Owners shall jointly use and maintain (including snow removal), and keep in good repair the Shared Driveway, and the costs of such maintenance and repair shall be borne equally by the Unit Owners. However, if one Unit Owner or its guest, invitee, contractor, agent, or tenant causes, through negligence or willful conduct, damage to the Shared Driveway, that Unit Owner shall be responsible for the repairs and for 100% of the costs thereof.

ARTICLE VIII
UTILITIES

8.1 Easement for Utilities. There is hereby created a perpetual, non-exclusive easement appurtenant for all existing water, sewer, telephone, cable TV, other telecommunications, electric, gas, and other utility lines and related facilities (collectively the "Utility Facilities") serving the Units over, under, upon, across, or within each Lot for the benefit of the Unit that such facilities

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serve, and within the Party Wall for the benefit of the Unit that such facilities serve, for the purposes set forth in this Article VIII.

8.2 Maintenance. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of the Utility Facilities serving that Owner's Unit. Such maintenance, repair, and replacement shall be undertaken with diligence and shall be promptly completed with minimal disruption to the residential activities and occupancy of the other Unit Owner. All work on Utility Facilities shall be done in a good and workmanlike manner and, where required by applicable law or best practices, shall be performed by professional contractors, such as plumbers, electricians, or telecommunications technicians. Except in an emergency, each Unit Owner shall provide reasonable advance notice of any work to be performed on the Utility Facilities within the other Owner's Unit, and such work shall be performed at reasonable times, and the work areas promptly restored to the prior, or better, condition, including clean-up. However, if such work was necessitated by the negligent or intentional acts or omissions of a Unit Owner, such Unit Owner shall bear the cost thereof.

ARTICLE IX
CASUALTY

In the event of damage to or destruction of the Duplex or of a Unit or any other improvements on a Lot due to fire or other insured disaster or casualty, the affected Unit Owner, to the extent insurance proceeds are or will be available, shall promptly authorize the necessary repair and reconstruction work, and the insurance proceeds will be applied by that Unit Owner to defray the cost thereof. "Repair and reconstruction" of a Unit, as used herein, means restoring the Unit and other improvements to substantially the same condition in which they existed prior to the damage, with the Unit having the same boundaries as before. Notwithstanding the foregoing, in the event that insurance proceeds are not sufficient to repair or reconstruct a Unit or the Duplex, or in the event that the holder of any first mortgage encumbering such Owner's Unit determines not to make insurance proceeds available to the Unit Owner for repair and reconstruction of his/her/their Unit, then the Unit Owner of the damaged or destroyed Unit shall use other funds to repair and reconstruct his/her/their Unit or cause the same to be demolished, to enclose and weatherproof the Party Wall, to cause a11 debris and rubble caused by such demolition to be removed, and to landscape the Lot in a good, workmanlike, and attractive manner. The cost of such demolition and landscaping work shall be paid for by any and all insurance proceeds available, and to the extent insurance proceeds are unavailable, by the Unit Owner.

ARTICLE X
DISPUTE RESOLUTION

10.1 Avoidance of Litigation. By acquiring title to or interest in a Unit, each Unit Owner agrees to and shall endeavor to resolve, and to encourage resolution of, disputes arising under these Protective Covenants and/or use of the Property without litigation. Home Trust declares that it is in the best interests of all concerned to pursue the amicable resolution of disputes involving the Property and these Protective Covenants and the Unit Owners' respective obligations hereunder without the emotional, time, and financial costs of litigation. Therefore and to that end, any dispute

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arising under these Protective Covenants and the Unit Owners' respective obligations hereunder shall be subject to the dispute resolution provisions set forth in this Article X.

10.2 Construction Defect Claims. Construction defect claims shall not be subject to the dispute resolution provisions of this Article X and shall not be considered claims arising under or pursuant to these Protective Covenants.

10.3 Conditions Precedent to Litigation. A Unit Owner may not commence litigation with respect to a claim arising under these Protective Covenants without first attempting to resolve the dispute through notice, negotiation, and mediation with the Adjoining Owner as provided in this Article X.

10.4 Notice of Claim. A Unit Owner desiring to make a claim pursuant to these Protective Covenants shall provide notice to the Adjoining Owner which shall include written documentation of the nature and amount of the claim, including supporting invoices and other evidence relating thereto. The Adjoining Owner shall pay or otherwise respond to the notice within thirty (30) days thereof. This time may be extended by mutual written agreement of the Adjoining Owners.

10.5 Negotiation. If the claim is not timely resolved following written notice thereof, the Unit Owners shall make every reasonable effort to meet in person and confer for the purpose of resolving the claim by good faith negotiation.

10.6 Mediation. If the claim is not resolved following negotiation of the Unit Owners, the Unit Owners shall submit the dispute to mediation before a neutral third party mediator, with each Unit Owner bearing a 50% share of the costs of the mediation. If the Unit Owners cannot agree upon a mediator, each Unit Owner shall select one mediator and those mediators shall choose the mediator for the dispute.

10.7 Litigation. If the claim is not resolved through mediation, or if either Unit Owner fails or refuses to participate in the mediation, the claiming Unit Owner may commence litigation. If necessary to preserve a statute of limitations, a claiming Unit Owner may file suit prior to commencing mediation, but such lawsuit shall be stayed until mediation has been accomplished, subject to the Court's authority to dismiss a case for failure to prosecute or other procedural rules of the Court.

10.8 Lot Owner Not Subject to Article X. Actions by Lot Owners to enforce or interpret these Protective Covenants or to recover contribution or damages from a Unit Owner shall not be subject to this Article X. However, Lot Owners may comply voluntarily with the provisions of this Article X, in whole or in part, in its sole subjective discretion.

ARTICLE XI
INSURANCE

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11.1 Insurance. Each Unit Owner shall maintain at all times casualty/property and liability insurance on his/her/their respective Unit and leased Lot issued by a responsible insurance company authorized to do business in the State of Colorado, in accordance with this Article XI. Each Unit Owner shall be entitled upon demand to proof of such insurance from the Adjoining Owner. If available, each insurance policy obtained by the Owner of a Lot providing coverage for such Lot must contain an endorsement to the effect that such policy will not be terminated for nonpayment of premiums without at least thirty (30) days' prior written notice delivered to the Adjoining Owner. Upon reasonable written request, the Unit Owner shall deliver to the Adjoining Owner a certificate evidencing all insurance required to be carried under this Article. Further, each Unit Owner has the right to require evidence of the payment of the required premiums thereon.

11.1.1 *Casualty Insurance.* Coverage shall be in an amount that is equal to the full replacement value of the Unit, which policy shall include (i) a standard, non-contributory mortgagee clause in favor of the holder of the first mortgage or first deed of trust on such Unit, (ii) an "Agreed Amount Endorsement" or its equivalent, (iii) a "Demolition Endorsement" or its equivalent, and (iv) if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operations of Buildings Laws Endorsement" or the equivalent. Each Unit Owner must fully insure such Owner's Unit as provided above, including, without limitation, any portion of a Common Roof constituting such Owner's Unit. Each Unit Owner shall maintain such insurance with the understanding that the Units are NOT insured under any other common insurance policy issued for the benefit of all of the Units. Any such Unit Owner's policy of property insurance shall afford protection against, at the least, the following: loss or damage by fire and other hazards covered by the standard, extended coverage endorsement and for debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, and such other risks as shall customarily be covered with respect to Units similar in construction, location and use.

11.1.2 *Liability Insurance*. Each Unit Owner shall obtain and keep in full force and effect liability insurance coverage upon its Unit and upon the leased Lot in an amount not less than two hundred fifty thousand dollars ($250,000.00) per occurrence.

11.2 Any insurance proceeds received by a Unit Owner with respect to damage to the Party Wall, Common Roof, or Shared Improvements must be applied to repairs for such Party Wall, Common Roof, or Shared Improvements, as applicable, unless the Adjoining Owner agrees otherwise in writing.

11.3 Nothing contained in these Protective Covenants shall prevent Adjoining Owners from jointly acquiring one or more policies to cover their adjoining Units as to any one or more of the hazards required to be covered in this Article XI, or prevent Adjoining Owners from cooperating to acquire such policies, acquire coverage from the same carriers, or otherwise coordinating their efforts to minimize costs of coverage, deductibles, administrative difficulties, or other matters

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11.4 A Lot Owner may also maintain liability or casualty coverages on a Lot or Unit in its sole subjective discretion. The maintenance of such insurance shall not obviate the requirements established for Unit Owners in this Article XI.

ARTICLE XII
USE RESTRICTIONS AND OTHER SERVITUDES AND OBLIGATIONS

12.1 Weed Control. Unit Owners are responsible for weed control upon that Unit Owner's leased Lot. Weeds must be cut or removed and trees trimmed often enough so that the Lots do not become unsightly or a fire hazard due to the overgrowth. Noxious weeds as identified by Ouray County must be removed.

12.2 Snow Removal. Unit Owners are jointly responsible for snow removal upon the Shared Driveway and each Unit Owner is responsible for snow removal from the sidewalks upon such Unit Owner's leased Lot. Unit Owners shall not permit excessive snow accumulation upon the Common Roof and shall be responsible to ensure that snow accumulation does not cause damage to the Duplex or present a danger to the residents thereof.

12.3 Animals. No agricultural activity shall be undertaken for any commercial purpose upon or within any Lot. No animals of any kind shall be raised, bred, or kept upon any Lot or within any Unit for any commercial purpose. A Unit Owner may keep up to three household Pets upon any Lot. Pets shall at all times be appropriately fenced, leashed, restrained, kenneled, or otherwise kept within the Owner's control, as "control" is defined with the pet control regulations of Ouray County. Except for bird feeders, Owners and their guests, tenants, and invitees shall not provide food or water to wildlife, other than what is naturally available in the landscaping or natural vegetation.

12.4 Nuisance. Unit Owners shall not conduct, carry on, or permit any activities upon a Lot or within their Unit that constitutes a nuisance or unreasonably disturbs Adjoining Unit Owners, such as but not necessarily limited to excessive noise, excessively bright outdoor lighting or lighting directed at an adjoining Unit's windows, or noxious odors.

12.5 Residential Use Only; Home Occupations. No commercial or business activity shall be carried on within a Unit or upon a Lot other than a home occupation that is permitted by local land use regulations or activities that take place entirely within the Unit and that do not involve or entail customers or clients visiting the Unit or other significant impacts on Adjoining Owners.

12.6 Trash and Rubbish. Unit Owners shall not permit trash, refuse, garbage or rubbish to accumulate on the Property. Trash shall be stored in closed containers only and shall be regularly removed from the Property.

12.7 Junk and Inoperable Vehicles. No junk or inoperable vehicles shall be stored on the Property.

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12.8 Hazardous Materials. Unit Owners shall not keep or store or permit the discharge of hazardous materials upon, within, or from the Property. For purposes of this provision, hazardous materials shall mean any material classified as hazardous or harmful by any local, state, or federal law or regulation.

ARTICLE XIII
GENERAL PROVISIONS

13.1 Right of Contribution. There is hereby created a right of contribution in favor of and against the Unit Owners and Lot Owners in accordance with these Protective Covenants for all costs associated with reasonably necessary maintenance, repair, or replacement obligations of the Unit Owners as provided in these Protective Covenants. A Lot Owner's right of contribution from Unit Owners and a Unit Owner's right of contribution from another Unit Owner pursuant to these Protective Covenants shall run with the land and shall pass to such Lot Owners' and Unit Owner's heirs, successors, and assigns. A Unit Owner or Lot Owner entitled to contribution from another Unit Owner shall send an invoice to the other Unit Owner with documentation of the costs and expenses incurred, and the other Unit Owner shall pay such invoice within thirty (30) days. Amounts not timely paid shall accrue interest at the rate of eight percent (8%) per annum. Lot Owners shall be entitled to, and Unit Owners shall after first complying with the dispute resolution provisions of Article X be entitled to, bring suit for such contribution, and the prevailing party shall be entitled to collect from the non-prevailing party, and the Court shall award in favor of the prevailing party and against the non-prevailing party, all the litigation costs and reasonable attorney fees of the prevailing party. Said right of contribution runs with the land and shall be binding upon the Unit Owners and Lot Owners and their successors in interest.

13.2 Nature of Easements. The easements granted herein shall in each instance be appurtenant to the Property, and in each instance shall be non-exclusive and for the use and benefit, in common with the other Unit Owners, and their heirs, successors and assigns, and not for the benefit of any real property other than the Property, and not for the benefit or use of the general public. No rights of the general public are created, reserved or conveyed by these Protective Covenants.

13.3 Easement for Encroachment. If any portion of a Unit encroaches upon or over the adjoining Lot, there is hereby created an exclusive easement for the encroachment and for the maintenance of the same, so long as the encroachment exists. Encroachments include, but are not limited to, encroachments caused by error in the original construction of the Duplex, by error in any plat or survey, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of a Unit. No easement is granted, however, for future improvements by a Unit Owner that are not required or authorized by these Protective Covenants and the Ground Lease. Each Unit Owner hereby waives, releases and forever relinquishes any and all claims, including any claim of adverse possession or prescriptive easement, or interest it may now have or which may arise hereafter, against the other Unit Owners or Lot Owners arising out of any such encroachments.

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13.4 No Adverse Possession. No Unit Owner shall have or acquire any rights or property interests against any Lot Owner by adverse possession by virtue of the location of a Unit or other improvements upon a Lot.

13.5 Liens. Whether in relation to work done on a Party Wall, Common Roof, or Shared Improvements, or in relation to work done or performed elsewhere on or in an Owner's Unit, no Unit Owner shall cause, allow, or permit, by act or omission of either Unit Owner, any mechanic's or other lien or order or liability for the payment of money to be filed against the other Unit Owner's Unit or against any Lot. The Unit Owner whose act or omission forms the basis for such lien, order or liability shall at its own cost and expense cause the same to be paid and discharged of record or, in applicable cases, bonded by a surety company reasonably acceptable to Home Trust or the other Unit Owner within twenty (20) days after the date of filing thereof, and shall indemnify, defend, and save the other Unit Owner and Home Trust harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorney fees resulting therefrom. This indemnity provision shall survive termination of these Protective Covenants. Nothing in this Section shall be construed to nullify or diminish any right of contribution a Unit Owner may have for expenses to be shared pursuant to these Protective Covenants.

13.6 Waiver; Amendments. No waiver by a Unit Owner or Lot Owner of any right hereunder, and no amendment of any provision of these Protective Covenants, shall be effective unless made in writing and signed by all Unit Owners and Lot Owners or their successor in interest. No waiver by a Unit Owner or Lot Owner of any default or of any right to enforce these Protective Covenants shall operate as a waiver of any other default, or of the same default on a future occasion, or of the right to enforce these Protective Covenants on any future occasion. No delay in or discontinuance of the enforcement of these Protective Covenants shall operate as a waiver of any default or right to enforce in any given circumstance.

13.7 Notices. Notices, demands, statements, invoices, and requests pursuant to these Protective Covenants shall be in writing and given or served by hand delivery to the respective Unit Owner or by United States mail (certified-return receipt requested), postage prepaid, addressed to a Unit Owner at the respective Unit or at such other address as may be designated from time to time by such Unit Owner in writing to the other Unit Owner. In the event that no address is so designated, delivery shall be deemed proper if mailed to the address on record with the Ouray County Assessor. Notices to Home Trust shall be delivered to the address of the entity on record with the Colorado Secretary of State's website.

13.8 Severability. The unenforceability of any provision of these Protective Covenants shall not affect the enforceability or validity of any other provision hereof.

13.9 Governing Law; Venue; Jury Waiver; Attorney Fees. The laws of the State of Colorado shall control the interpretation of these Protective Covenants. Any claim or action of a Unit Owner or Home Trust pursuant to these Protective Covenants shall be brought in a court of competent jurisdiction in Ouray County, Colorado; such claims and defenses thereto shall be determined by the Court without a jury. The prevailing party shall be entitled to recover its reasonable attorney fees and the court shall make an award of such fees.

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13.10 Recordation. These Protective Covenants shall be recorded in the Ouray County property records and, once so recorded, it shall run with the land and be binding on each and every person with an interest in the land or any part thereof, including without limitation the owners of Lots and the owners of Units within the property that may be subdivided or platted in the future.

13.11 Covenant of Unit Owners. Each provision of these Protective Covenants and each covenant, obligation and undertaking to comply with or to be bound by the provisions of these Protective Covenants contained herein are: (a) incorporated in each deed or other instrument by which any right, title or interest in any Unit or Lot is granted, devised or conveyed, whether or not set forth or referenced in such deed or instrument; and (b) by virtue of acceptance of any right, title or interest in any Unit or Lot by an Owner thereto or other interest holder, is accepted, ratified, adopted and declared by such Owner or other interest holder, and a personal agreement, promise, covenant and undertaking of such Owner or other interest holder, and such Owner's or other interest holder's heirs, personal representatives, successors, and assigns for the benefit of the other Owner or other interest holder.

13.12 Right to Encumber. Each Unit Owner shall have the right to mortgage or encumber its Unit as well as all of its right, title and interest in such Unit in favor of and as additional security to the holder of such mortgage or deed of trust, but shall have no right to mortgage or encumber the ground/land upon which the Unit is constructed. Such mortgage or encumbrance shall not impair and shall be expressly subject to the easements and covenants and obligations set forth in these Protective Covenants. No Party Wall or Shared Improvement easement or license, or other interest created by these Protective Covenants, shall be impaired by any foreclosure or deed in lieu of foreclosure of such security interest.

13.13 Not a Common Interest Community. Nothing in these Protective Covenants or set forth on the plat of any phase of the development shall be construed or deemed to create a common interest community as that term is defined in the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-103 *et seq.,* nor to subject the Project to any provision of said Act.

13.14 Transfer of Interest in a Unit – Continuing Obligations. Transfer of a Unit Owner's interest in a Unit and the cessation of ownership necessitated thereby does not extinguish or otherwise void any unsatisfied obligation of such former Unit Owner existing or arising at or prior to the time of such conveyance.

13.15 Assignment. The assignment by a Unit Owner of its rights and obligations under these Protective Covenants and the lease of a Unit Owner's Unit or any part thereof shall not release that Unit Owner from any liability that has arisen under these Protective Covenants, unless specifically released by the Adjoining Owner in writing.

IN WITNESS WHEREOF, Home Trust has executed these Protective Covenants as of the date set forth below:

HOME TRUST OF OURAY COUNTY, a Colorado nonprofit corporation

BY: ___________________________________ DATE: __________________________

DRAFT

Andrea Sokolowski, Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this ____ day of _________________, 20____, by Andrea Sokolowski as Executive Director of Home Trust of Ouray County.

Witness my hand and official seal.

My commission expires: ___________________________

____
Notary Public

4862-7624-8519, v. 1

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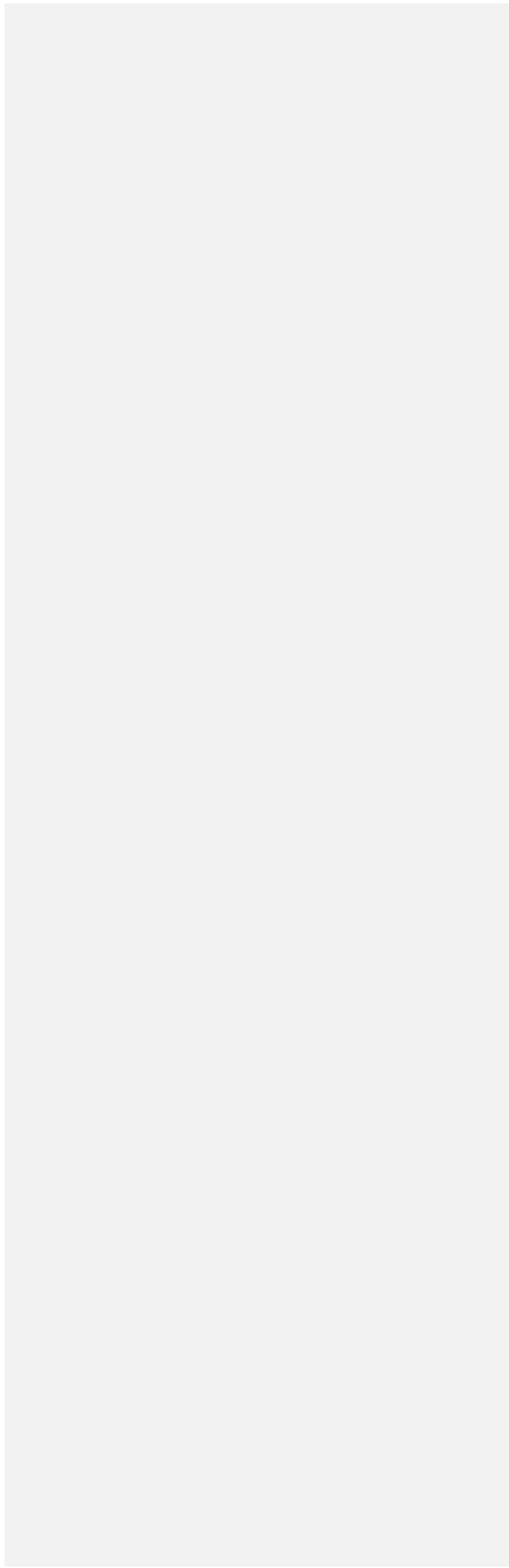


TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us

September 15, 2023

Andrea Sokolowski
Home Trust of Ouray County

SENT VIA EMAIL: director@hometrustoc.org

Dear Ms. Sokolowski,

The purpose of this letter is to provide formal notification that on June 14, 2023, the Ridgway Town Council agreed to waive the Home Trust of Ouray County's responsibility to pay the following fees as part of the proposed Ridgway Parkside Duplex Project at Parkside Subdivision, Lot 6. The fee amounts are estimated as follows:

- Building Permit and Plan Check Fees: $8,047
- Water Tap Fee: $4,320
- Sewer Tap Fee: $3,440
- Development Excise Tax: $3,000
- Equipment and labor for Meter/Can/MXU install for 3/4" lines: $3,982

Please let me know if you require any additional information or have any questions.

Sincerely,

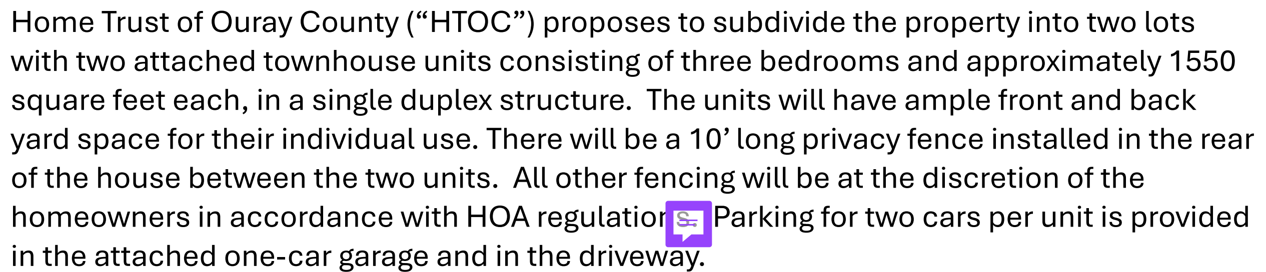
Preston Neill
Ridgway Town Manager

GENERALPROJECT REPORT

Parkside Duplex

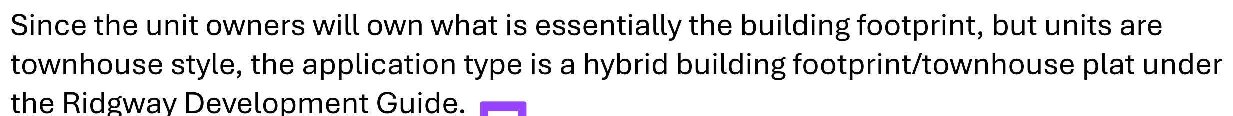
Property Address	779 and 783 North Laura Street, Ridgway, Colorado
Property Description	Lot 6, Parkside Subdivision, Ouray County, Colorado
Property Owner	Home Trust of Ouray County
Applicant Point of Contact	Andrea Sokolowski, Executive Director
Zoning	Residential
Current Use	Vacant Lot; Single Lot; 0.24 acres
Proposed Use	Residential, Affordable Housing, Townhome; 2 units on 2 lots
Application Type	Building Footprint/Townhouse Plat
Surrounding Land Uses	Residential and Undeveloped Land

A. General Project Narrative



Home Trust of Ouray County ("HTOC") proposes to subdivide the property into two lots with two attached townhouse units consisting of three bedrooms and approximately 1550 square feet each, in a single duplex structure. The units will have ample front and back yard space for their individual use. There will be a 10' long privacy fence installed in the rear of the house between the two units. All other fencing will be at the discretion of the homeowners in accordance with HOA regulation. Parking for two cars per unit is provided in the attached one-car garage and in the driveway.

The intended use of the structure is for affordable homes. HTOC will retain ownership of the land and enter into two ground leases, one for each townhouse unit, with the townhouse unit owners. The ground leases will establish the affordability criteria. Ownership of the townhouse improvements will be separate from ownership of the land.



Since the unit owners will own what is essentially the building footprint, but units are townhouse style, the application type is a hybrid building footprint/townhouse plat under the Ridgway Development Guide.

Covenants running with the land will establish the relationship and relative obligations and responsibilities between the two unit-owners in relation to the common wall and roof and other common improvements, such as a fence and shared driveway.

The Property is in an existing residential neighborhood near secondary school and community gardens with all utilities including fiber at the site. The purpose of the project is to provide two affordable homeownership opportunities to our local workforce making up to 120% of the area median income (AMI). The foregoing attributes of the property and project make the townhouse units ideal homes for families looking for affordable housing.

B. **Affordable Housing**

What is Affordable Housing?

According to the Colorado Housing and Finance Authority (CHFA) and the U.S. Department of Housing and Urban Development (HUD), "Affordable housing is housing which costs 30% or less of the household's gross annual income."

The Need

As most people know, housing in our county is no longer affordable to many of our workforce. This is due to limited developable land and high land, infrastructure, and construction costs; limited availability of long-term rentals, and low wage/salary growth. In the time between 2019 and 2021, housing prices in Ouray County increased 120% yet wages only increased 30%.

According to Region 10's "Mind the Gap - Workforce Housing" study, the households most affected by a lack of affordable housing are the ones in the "missing middle" which are households earning between 80% to 120% of the area median income (AMI). These households work in our schools, local governments, and businesses which are having trouble hiring due to a lack of affordable rental and ownership opportunities.

Region 10's Ouray County Employee Study (Jan 2023) shows that at least 270 units are needed over the next decade to meet the demand of Ouray County. And 50% of those units need to be available to households at 100% of the area median income (AMI) and below.

The Solution

HTOC is a Colorado nonprofit corporation and a U.S.C. §501(c)(3) community land trust for affordable housing serving the "rural resort" county of Ouray, Colorado.

HTOC's mission is to grow inclusive, economically diverse communities by providing permanently affordable homes and rentals for modest income households through the stewardship of community assets. HTOC serves households earning up to 120% of the area median income (AMI).

As a community land trust, HTOC is a non-profit organization governed by a board of directors made up of local residents, local government officials, and trustees. Land and buildings are bought and maintained by our organization, which HTOC then rents or sells to income-qualified households for affordable housing and other community purposes. HTOC maintains affordability in perpetuity by maintaining ownership of the land underlying the affordable homes through a ground lease that established the affordable housing criteria and restricts the use of the land to affordable housing for 99 years.

HTOC is the only local affordable housing organization in Ouray County. As such HTOC takes a collaborative approach. Its community outreach efforts connect many partners including individual stakeholders, local governments, other nonprofits, and private foundations. HTOC started a local Housing Partners group in 2022 that meets monthly to discuss issues affecting housing and affordability of homes in the region.

HTOC's goal is to help ensure that those who work in our communities are able to live in them. People who live in the community in which they work and who do not have to take a second job, do less commuting, have less stress, and have more time to invest in their community. They have more income to spend on things such as medical care, nutrition, recreation, and family activities.

When people spend only 30% of their gross income on housing, they have more money to support local businesses and tax revenues increase: an economically diverse community drives economic growth through increased consumer spending. And local community organizations such as the Mountain Rescue Team, the Elks Lodge, and the Women's Club see an increase in membership and participation. Additional full-time residents bring vitality and stability to the community.

C. Description of Current Land Use, Characteristics of the Land Within Property Boundaries, and Current Land Use on All Adjoining Property.

The 0.24 acre duplex lot located at 779 and 783 North Laura Street is currently zoned Residential. It was previously vacant land which is now being developed.

It is a flat and level site located in the Parkside subdivision in the town of Ridgway. Parkside is a residential neighborhood. Water, sewer, electricity, and natural gas are available to the site which is accessible by paved road. An Environmental Phase 1 Site Assessment was conducted by Corn and Associates on November 28, 2023. It found "no evidence of recognized environmental conditions".

The current land use on all adjoining property is also residential and within the Parkside subdivision. The property to the north is undeveloped land that is part of the Parkside Open Space. The property to the east is a duplex and the property to the west is undeveloped vacant land.

D. Time Schedule for Development.

The project is anticipated to take a total of 12-13 months to complete. Construction started on the duplex on October 18, 2023 and is anticipated to be completed in one phase by November 18, 2024. Our general contractor, Clint Estes with On-Sight Construction, has been building locally for 13 years.

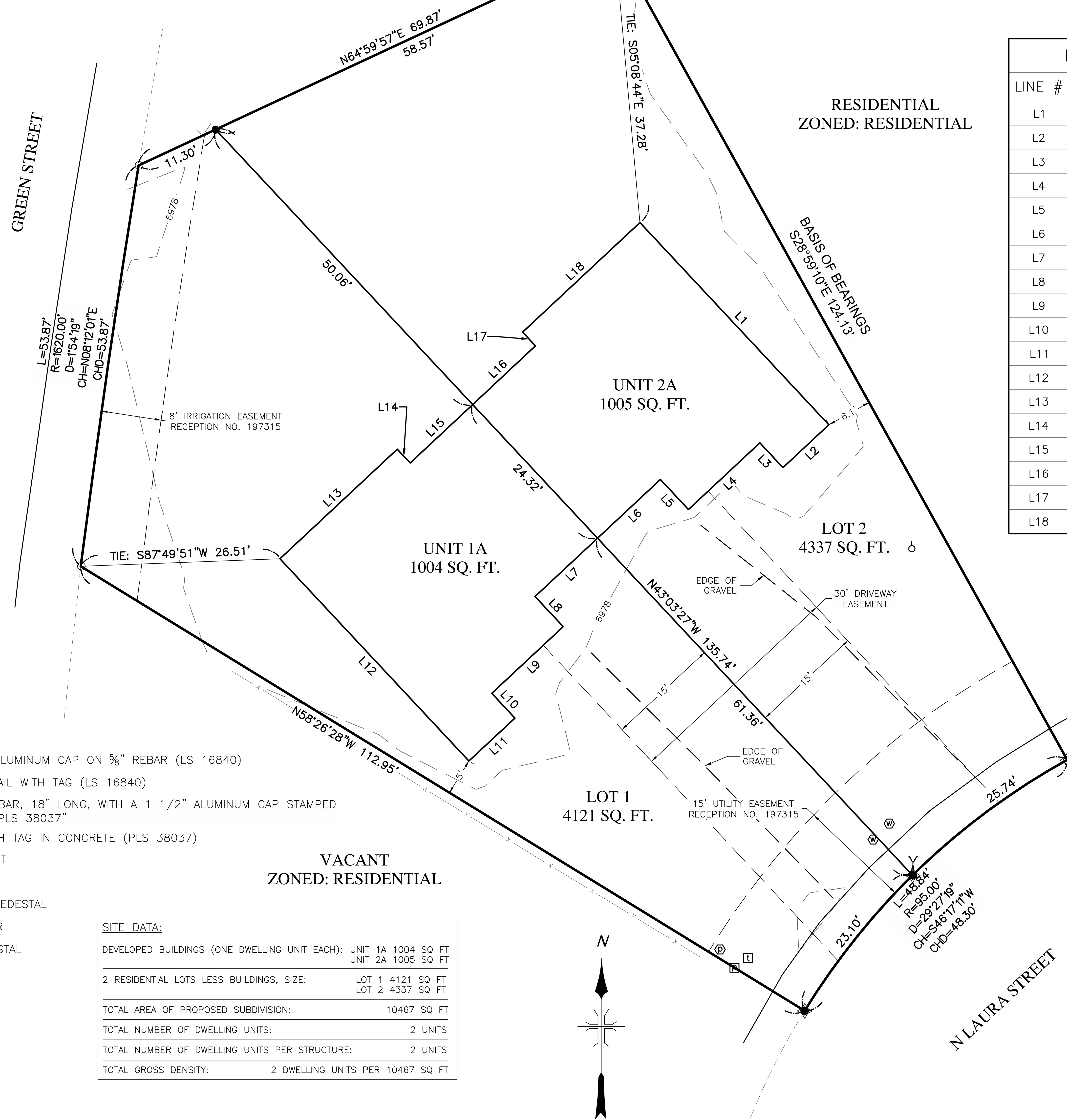
PARKSIDE TOWNHOMES

A REPLAT OF LOT 6, PARKSIDE SUBDIVISION

SITUATED IN SE1/4 SECTION 8, TOWNSHIP 45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN

TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO

VICINITY MAP
N.T.S.

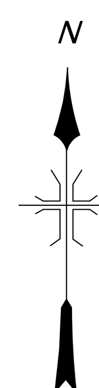


LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S43°03'27"E	36.80'
L2	S46°56'33"W	8.35'
L3	N43°03'27"W	4.50'
L4	S46°56'33"W	13.00'
L5	N43°03'27"W	5.48'
L6	S46°56'33"W	11.43'
L7	S46°56'33"W	11.37'
L8	S43°03'27"E	5.48'
L9	S46°56'33"W	13.00'
L10	S43°03'27"E	4.50'
L11	S46°56'33"W	8.35'
L12	N43°03'27"W	36.80'
L13	N46°56'33"E	21.35'
L14	S43°03'27"E	2.50'
L15	N46°56'33"E	11.37'
L16	N46°56'33"E	11.43'
L17	N43°03'27"W	2.50'
L18	N46°56'33"E	21.35'

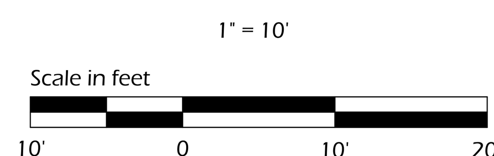
LEGEND

- ○ = FOUND 1½" ALUMINUM CAP ON ⅝" REBAR (LS 16840)
- ◇ = FOUND ¾" NAIL WITH TAG (LS 16840)
- ● = SET 5/8" REBAR, 18" LONG, WITH A 1 1/2" ALUMINUM CAP STAMPED "DEL-MONT, PLS 38037"
- ◆ = SET NAIL WITH TAG IN CONCRETE (PLS 38037)
- = YARD HYDRANT
- (W) = WATER METER
- [t] = TELEPHONE PEDESTAL
- (P) = POWER METER
- [P] = POWER PEDESTAL

SITE DATA:	
DEVELOPED BUILDINGS (ONE DWELLING UNIT EACH):	UNIT 1A 1004 SQ FT UNIT 2A 1005 SQ FT
2 RESIDENTIAL LOTS LESS BUILDINGS, SIZE:	LOT 1 4121 SQ FT LOT 2 4337 SQ FT
TOTAL AREA OF PROPOSED SUBDIVISION:	10467 SQ FT
TOTAL NUMBER OF DWELLING UNITS:	2 UNITS
TOTAL NUMBER OF DWELLING UNITS PER STRUCTURE:	2 UNITS
TOTAL GROSS DENSITY:	2 DWELLING UNITS PER 10467 SQ FT



1" = 10'



Plat Notes

1. All construction will conform with Ridgway Municipal Code.

2. Outdoor Lighting; All outdoor lighting shall conform to Ridgway Municipal Code Sections 7-4-6(M), Outdoor Lighting Regulations, as may be amended.

3. The maximum number of dwelling units allowed is 2 for which the applicable excise tax has been paid. If any additional units are added the excise tax for said units shall be due with the building permit or upon any further subdivision.

4. All provisions of the Ridgway Municipal Code, as adjusted from time to time, apply to this property.

5. The property platted hereon is subject to the prior easements as shown hereon.

6. The property platted hereon is subject to the plat notes as recorded in Parkside Subdivision as recorded in the Ouray County Records at Reception No. 197315, and the Declarations, Covenants, and/or other agreements recorded with previous plat as recorded in the Ouray County Records at Reception No. 197314 and 197316 and as be amended from time to time.

Basis of Bearings

The bearing along the Northeast line of Lot 6, Parkside Subdivision between the found 1 1/2" aluminum cap on 5/8" rebar LS 16840 at the northeast corner of said Lot 6 and the found 3/4" nail with tag at the southeast lot corner of said Lot 6 bears S28°59'10"E (ASSUMED)

Lineal Units Statement

The Lineal Unit used on this plat is U.S. Survey Feet

Certificate of Ownership

Know all persons by these presents: Ouray Home Trust, being the owner of the land described as follows:

Lot 6, Parkside Subdivision recorded March 19, 2008 at Reception No. 197315, Ouray County Clerk and Recorder.

County of Ouray, State of Colorado, has laid out, platted and subdivided same as shown on this plat under the name of Parkside Townhomes, and by these presents does hereby dedicate to the perpetual use of the Town of Ridgway, Ouray County, Colorado, the streets, alleys, roads, and other public areas as shown and designated for dedication hereon and hereby dedicate those portions of land labeled as utility easements for the installation and maintenance of public utilities as shown hereon.

In witness hereof Owner has executed this Plat effective as of ____________________, 2024

Owner(s): Ouray Home Trust

By: ______________________________

Printed Name: ______________________

Title: ____________________________

STATE OF ____________)
) s.s.
COUNTY OF ___________)

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of ____________ , 20___ by ____________ as the ________________ of Ouray Home Trust.

My commission expires ______________________________.

Witness my hand and seal ______________________________.
Notary Public

Treasurer's Certificate

According to the records of the County of Ouray Treasurer there are no liens against this subdivision or any part thereof for unpaid state, county municipal or local taxes or special assessments due and payable.

Dated this:__________day of __________________ 2024.

____
Jill Mihelich, Ouray County Treasurer

Surveyor's Certificate

I Nicholas Barrett, being a Registered Land Surveyor in the State of Colorado do hereby certify that this plat was prepared under my direct supervision and that said survey is true and accurate to the best of my knowledge, conforms to all requirements of the Colorado Revised Statute, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown.

FOR REVIEW

____
Nicholas Barrett P.L.S. 38037

Attorney's Certificate

I, ______________________, an attorney at law, duly licensed to practice in Colorado, do hereby certify that I have examined the title of all land herein platted and described in the above Certificate of Ownership and Dedication, and that title to such land is in the Owners and Dedicators; and that the title to all dedicated property therein described, is free and clear of all liens and encumbrances, except
1.
2.

____
Attorney
Registration No. ______________
Date: ________________

Approval of Planning Commission

Approved by the Planning Commission this _____ day of __________________, 2024.

____
Michelle, Montague, Town of Ridgway Planning Commission Chairperson

Certificate of Improvements Completion

The undersigned, Town Manager of the Town of Ridgway, certifies that all required improvements and utilities are installed, available, and adequate to serve each lot in the Parkside Townhomes.
Dated this ____________________day of______________________, 202__.

By: ____
Preston Neill, Town of Ridgway Town Manager

Approval of Town Attorney

Approved for recording with the Ouray County Clerk and Recorder's Office this ________ day of ______________________, 2024.

____
Bo Nerlin, Town of Ridgway Town Attorney

Recorder's Certificate

This plat was filed for record in the office of the Clerk and Recorder of Ouray County at ______ __.m. on the ____ day of __________________, 20__. Reception No. ______________.

__________ ______________, by ____________________________
County Clerk & Recorder Deputy

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

\\DMS14\PROJECTS\ACTIVE PROJECTS\2024\24100-OURAY HOME TRUST TOWN HOME\C3D\24100V_PLAT.DWG

DMC
DEL-MONT CONSULTANTS, INC.
ENGINEERING ▼ SURVEYING
125 Colorado Ave.▼ Montrose, CO 81401 ▼ (970) 249-2251
www.del-mont.com ▼ service@del-mont.com

FIELD BOOK: 888	DRAWN BY: DCC	DATE: 2024-09-09
SHEET: 1 of 1	FILE: 24100V_PLAT	JOB NO.: 24100

TITLE: PARKSIDE TOWNHOMES
CLIENT: HOME TRUST OF OURAY COUNTY
ADDRESS & PHONE:
TYPE: TOWNHOME PLAT

AGENDA ITEM #2

To:	Town of Ridgway Planning Commission
Cc:	Preston Neill, *Ridgway Town Manager* Angie Kemp, AICP, *Ridgway Town Planner*
From:	TJ Dlubac, AICP, *CPS, Contracted Town Planner*
Date:	September 20, 2024
Subject:	432 Amy Court Roof Pitch Design Standard Deviation

APPLICATION INFORMATION

Request:	Consider a reduction in the minimum roof pitch from 6:12 as required by the Design Standards to a proposed 4:12
Legal:	Lot 5, Amended Plat of Lot A, Le Ranch Subdivision, A Planned Unit Development
Address:	432 Amy Court. Ridgway, CO, 81432
General Location:	Southeast of Amy Court.
Parcel #:	430517416005
Zone District:	General Commercial (GC) with PUD
Current Use:	Vacant (Single Family Residence under construction)
Owner:	Geoff S. Kembel PO Box 681 Ridgway, CO 81432
Contractor:	BTB Construction & Consulting, LLC c/o Brad Wallis 169 Ridgway Hills Rd Ridgway, CO 81432

PROJECT REVIEW

BACKGROUND

The contractor submitted a building permit for a single-family home at 432 Amy Court in May 2024 which was reviewed by the Town of Ridgway. Following town reviews and amendments made by the owner and contractor, the permit was determined to meet all town standards and it was issued on July 31, 2024. Since then, the owner and contractor have met with neighbors to address some concerns in the design. As a result of those design amendments, the roof

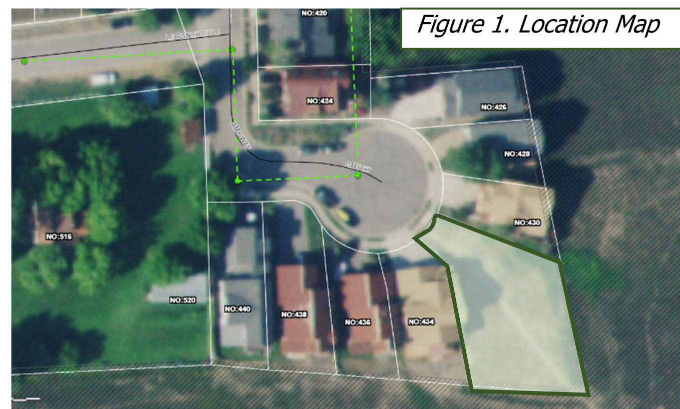


Figure 1. Location Map

pitch of one roof proposed on the amended building permit does not comply with the PUD Design Standards.

REQUEST

Staff has identified the roof pitch of the tallest roof as being 4 to 12. This is less than the minimum required roof pitch is 6 to 12 as not complying with PUD Design Standard #1. Design Standard #1 states:

> *"The main roof plain shall have a pitch of no less than 6 and 12, unless enclosed by a parapet."*

Per PUD Design Standard note #13, *"[a]ny deviations from these standards must be approved by the Ridgway Planning and Zoning Commission", s*taff is requesting the Planning Commission consider the reduction in the roof pitch based on the information presented in this staff memo.

CODE REQUIREMENTS

AMENDED PLAT OF LOT A, LE RANCH SUBDIVISION, A PLANNED UNIT DEVELOPMENT

Design Standard #1 states:

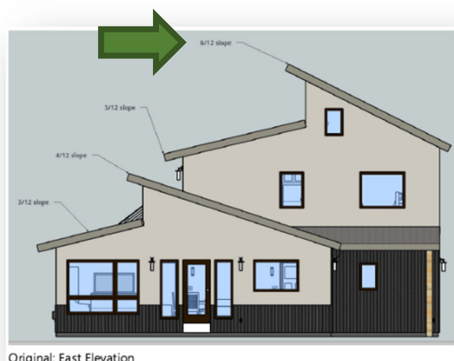
> *"The main roof plane shall have a pitch of no less than 6 to 12, unless enclosed by a parapet."*

Design Standard #13 states:

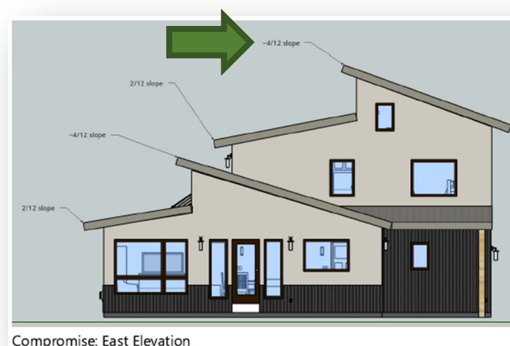
> *"Any deviations from these standards must be approved by the Ridgway Planning and Zoning Commission."*

ANALYSIS

The owner proposes amendments to the previously approved building permit. One of the amendments, as shown in the images below and explained in the attachments, reduces the roof pitch below 6 to 12. Since the owner is seeking to reduce the total height to the top of the roof structure, staff supports the proposal. Furthermore, by having multiple roof planes on this proposed home rather than on single gable, the effect the reduced height has on view and impact of the roof form is minimal.



Original: East Elevation



Compromise: East Elevation

The PUD does not have any standards or criteria for evaluating a deviation in cases like this. The Planning Commission has the ability to review the request and decide the appropriateness of the reduced roof pitch.

RESIDENTIAL DESIGN STANDARDS *(SEC. 7-4-9 OF RMC)***:**
Staff also referred to the Town's residential design standards in the RMC and the proposed roof form does comply with all additional roof structure standards of Sec. 7-4-9(3), *Roof Structure*.

PUBLIC COMMENT AND REVIEW:

The plat note does not require public notice or a public hearing. Town staff has been coordinating these proposed changes with the Owner, the Contractor, and neighborhood residents.

STAFF RECOMMENDATION

Upon review of the application against applicable town standards and impact of the requested deviation, staff recommends that the Town of Ridgway Planning Commission approve the deviation to allow a roof pitch of 4 to 12 for Lot 5, Amended Plat of Lot A, Le Ranch Subdivision A Planned Unit Development.

Recommended Motion:

"I move to approve a deviation to allow a reduced roof pitch of 4 to 12 on Lot 5, Amended Plat of Lot A, Le Ranch Subdivision A Planned Unit Development.

Alternative Motions:

Approval with conditions:

"I move to approve a deviation to allow a reduced roof pitch of 4 to 12 on Lot 5, Amended Plat of Lot A, Le Ranch Subdivision A Planned Unit Development with the following conditions:

1. ______________________________
2. ______________________________
3. ______________________________

Denial:

"I move to deny a deviation to allow a reduced roof pitch of 4 to 12 on Lot 5, Amended Plat of Lot A, Le Ranch Subdivision A Planned Unit Development."

ATTACHMENTS

1. Owner's Phase 1 Proposal
2. Owner's Phase 2 Proposal

Attachment 1:
Phase 1 Amendments

Fw: 432 Amy Court: Reducing the Height, Phase 1

TJ Dlubac <TDlubac@PlanStrategize.com>

Thu 9/12/2024 3:23 PM

To:Mike Gill <mgill@town.ridgway.co.us>;Preston Neill (pneill@town.ridgway.co.us) <pneill@town.ridgway.co.us>;Angie Kemp <akemp@town.ridgway.co.us>;Bo James Nerlin (bo@coloradowestlaw.com) <bo@coloradowestlaw.com>

This is Geoff's Phase 1 proposal.

Respectfully,

TJ DLUBAC, AICP
Community Planning Strategies
Email: TDlubac@PlanStrategize.com
M: 719.839.5804
O: 970.368.3114 x1001
Web: www.PlanStrategize.com

Please note my new mobile phone number.

From: Geoff <geoffkembel@gmail.com>
Sent: Monday, September 9, 2024 11:54 PM
To: Mike Gill <mgill@town.ridgway.co.us>; TJ Dlubac <TDlubac@PlanStrategize.com>; Preston Neill <pneill@town.ridgway.co.us>; Brad Wallis <grandcanyonwally@yahoo.com>
Subject: 432 Amy Court: Reducing the Height, Phase 1

Mike, TJ and Brad,

Preston asked me to get everyone on the same page regarding the concessions we are making to reduce the height of my house at 432 Amy Court. As you know, we are doing this to be good neighbors and to compromise with the Le Ranch HOA, which we hope will help resolve their dispute. We are planning to reduce the height in two phases. This email thread documents Phase 1, which is already in motion as Brad has framed it into the first floor framing. I will send a separate email for Phase 2 (still in the proposal stage) in the coming days, which would alter the second floor wall heights and roof slopes.

Phase 1 essentially removes 1' from the top of the garage, which has a cascade of other changes. Specifically:

1. The first floor walls beneath the second story are 1' shorter (A4.1, A5.1)
   1. The laundry room, powder room, stair and master closet walls are now 8' instead of 9' to match the rest of the first floor.
   2. The garage and exterior closet walls are now 9' instead of 10'.
   3. The entire second story and roof above it will of course drop 1' as well, lowering the overall structure by 1'.
   4. The garage door is now 14' x 8' 6" instead of 14' x 9' (A2.1 - Door Schedule).
2. The first floor roof slopes are reduced (A3.1, A4.1, A5,1)
   1. The South facing first floor roof will be a 2/12 slope rather than a 3/12.
      1. This is required because lowering the second floor 1' lowers the South facing 2nd floor windows below the top of the original 3/12 roof.
   2. The North facing first floor roof will be a 3.65/12 slope instead of a 4/12 slope.

        1. This balances the reduced slope of the South facing roof and keeps the same exposed height of the exterior first floor clerestory wall.

3. The stair dimensions change (A5.1)
    1. The interior stairs will be 1' shorter but have the same number of steps (16). So the riser height reduces from about 7 1/2" to 6 3/4" and the treads remain at 10".
    2. The exterior stairs will be 1' shorter but have two fewer steps (16). So the riser height increases from 7 1/3" to 7 1/2" and the treads increase from 10" to ~11".

See the modified plans below with the numbered changes above in red.

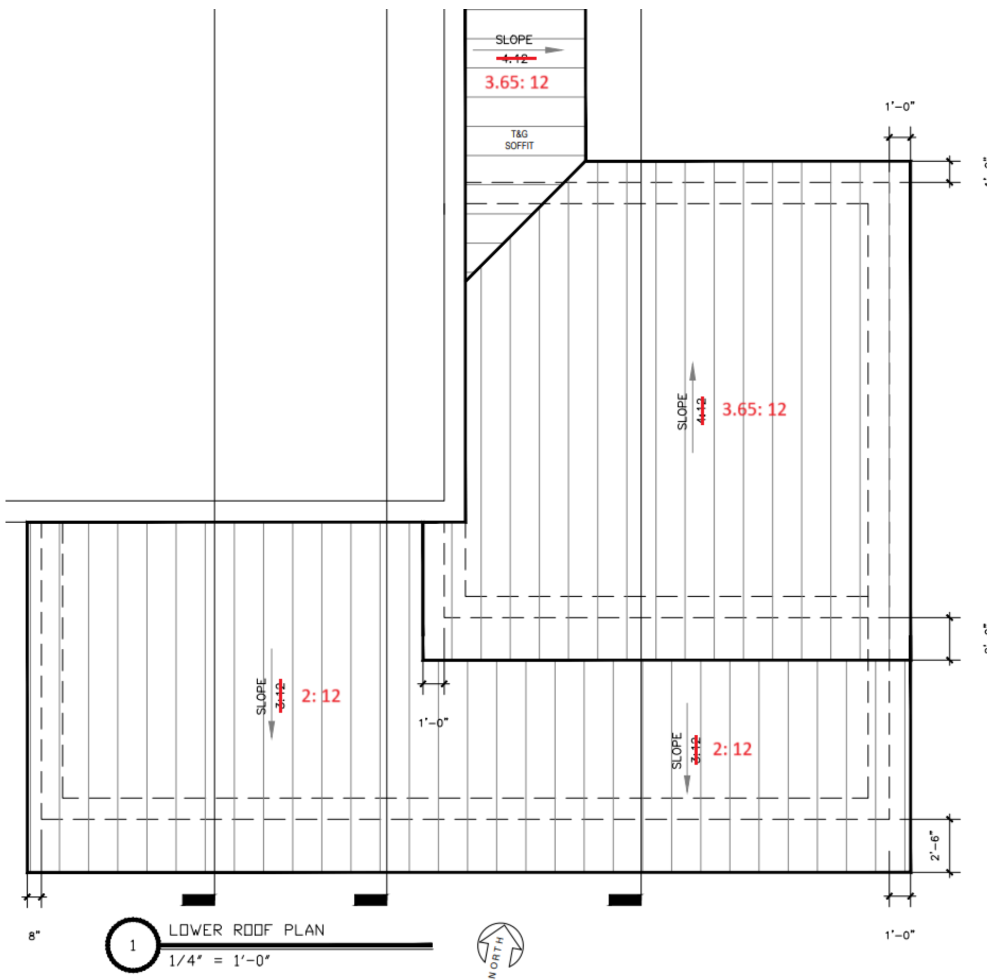
A2.1 - Door Schedule

18	WOOD	PR. 2'-6"
19	FIBERGLASS	3'-0"
20	WOOD	2'-8"
21	WOOD	2'-8"

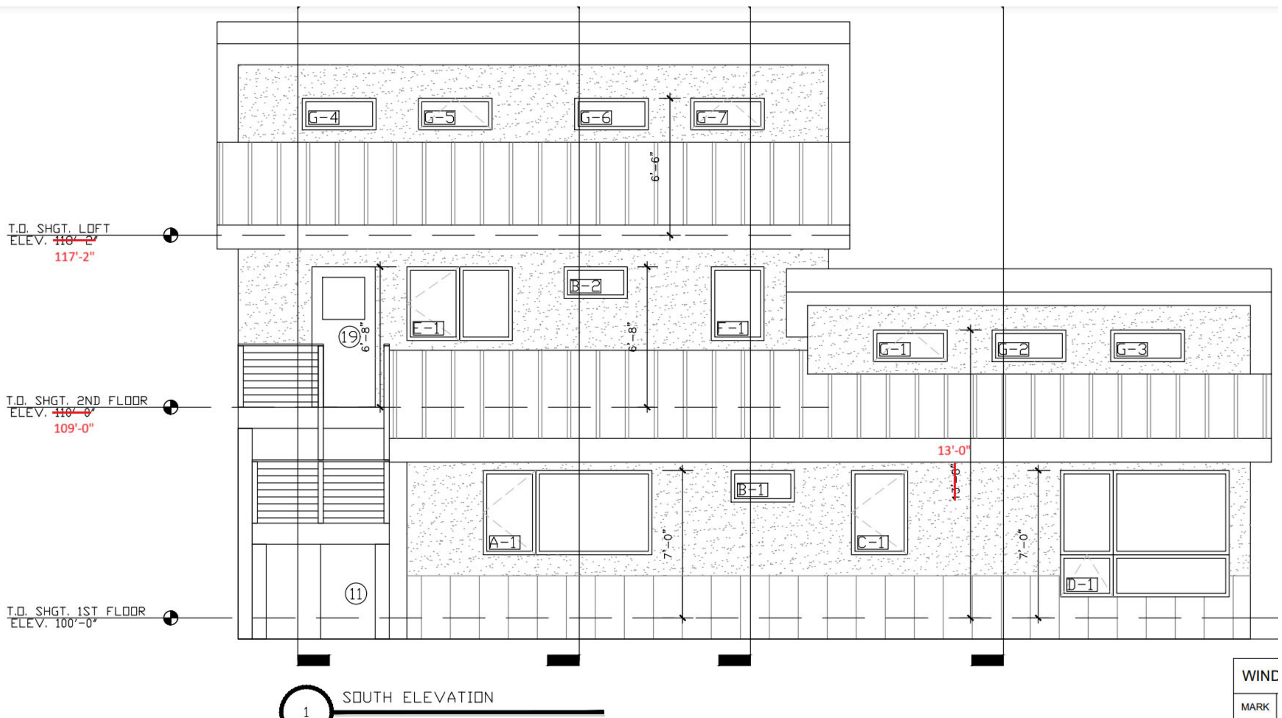
GARAGE DOOR G-1

14' x ~~9'~~ 8'-6"

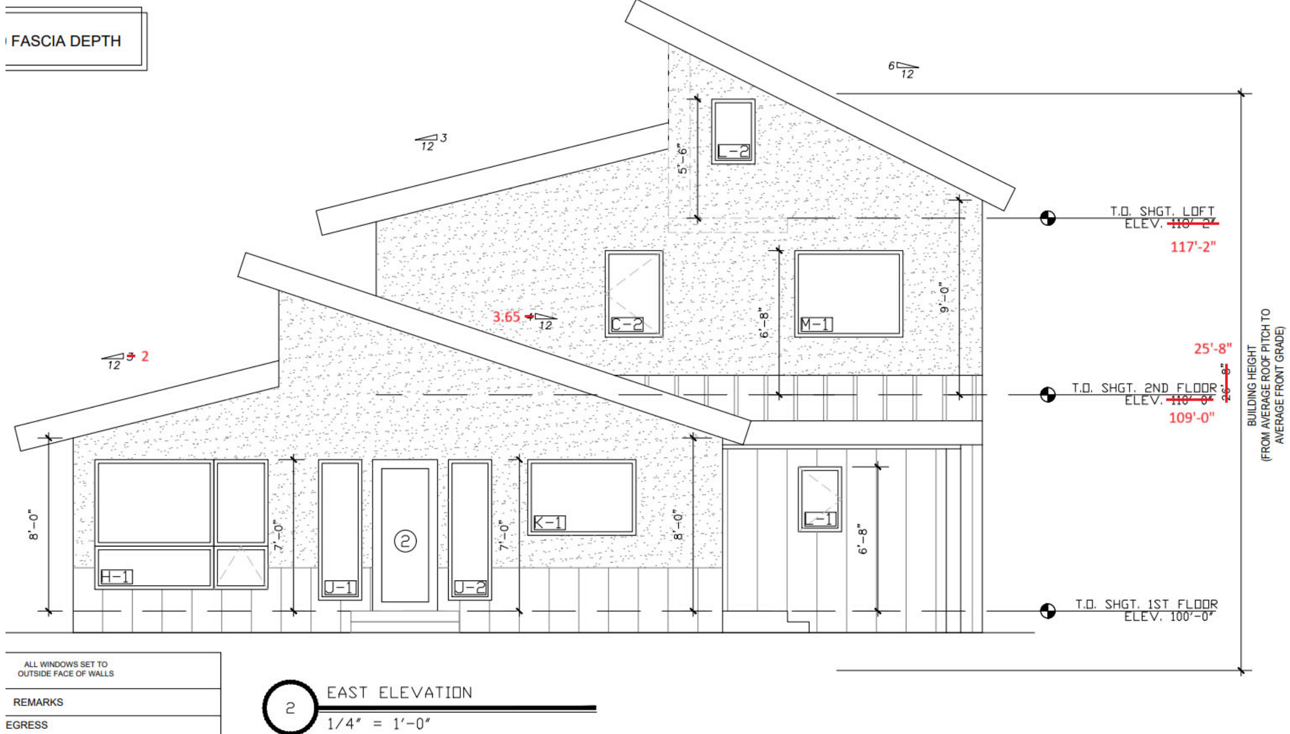
A3.1 - First Floor Roof Slopes



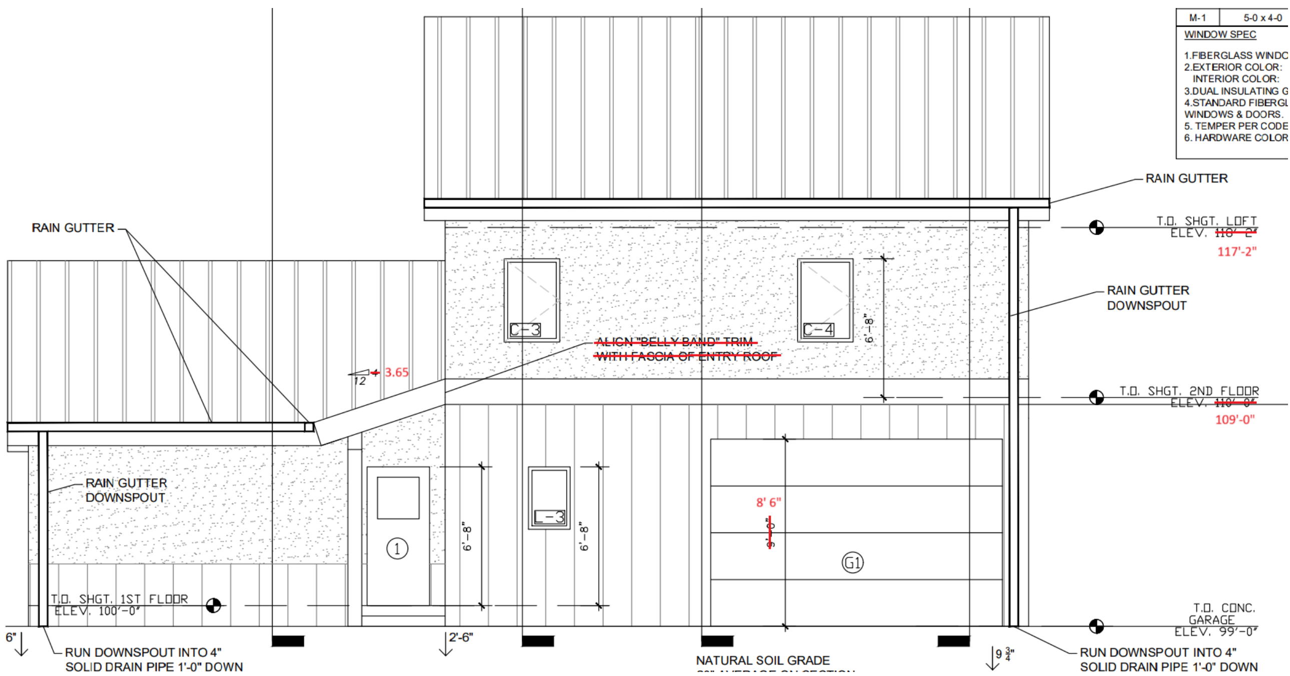
A4.1 - South Elevation



A4.1 - East Elevation



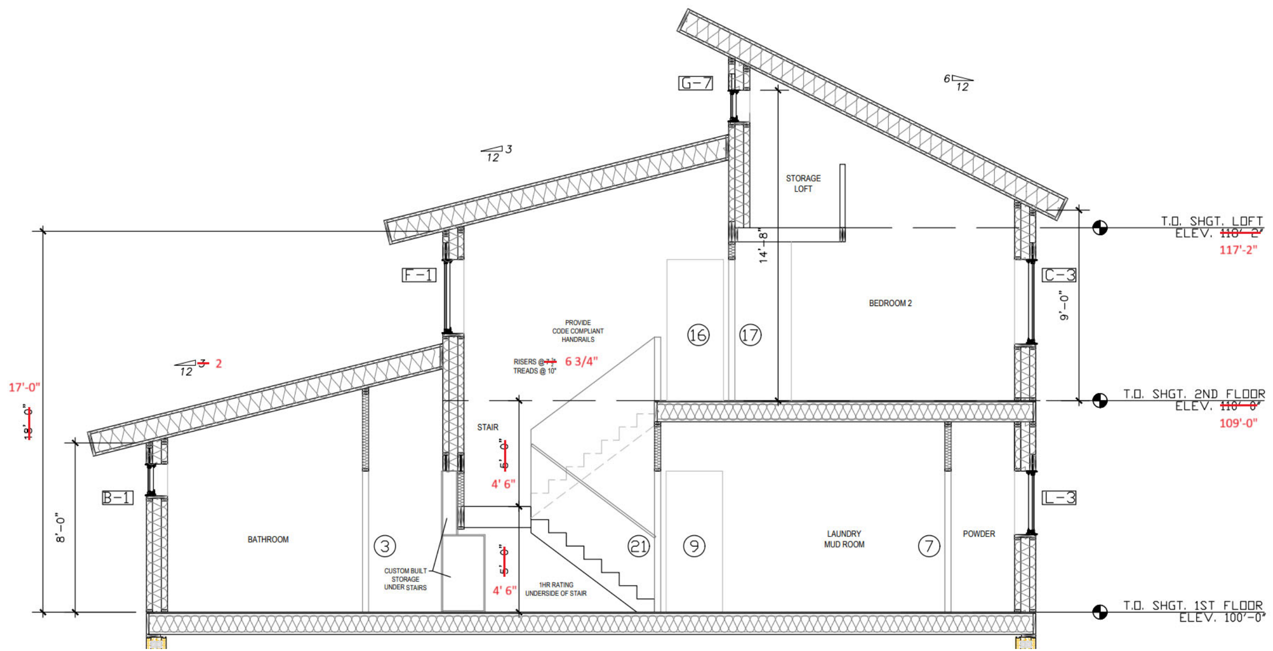
A4.1 - North Elevation



A4.1 - West Elevation

- Similar changes (not pictured)

A5.1 - Section 2



A5.1 - Sections 1, 3, 4

-
- Similar changes (not pictured)

Thanks for reading this far! Please let me know if you have any questions or comments.

Thanks,
Geoff

Attachment 2:
Phase 2 Amendments

Fw: 432 Amy Court: Reducing the Height, Phase 2

TJ Dlubac <TDlubac@PlanStrategize.com>

Thu 9/12/2024 3:22 PM

To:Angie Kemp <akemp@town.ridgway.co.us>;Preston Neill (pneill@town.ridgway.co.us) <pneill@town.ridgway.co.us>;Bo James Nerlin (bo@coloradowestlaw.com) <bo@coloradowestlaw.com>;Mike Gill <mgill@town.ridgway.co.us>

Good Afternoon Ridgway All-Star Team!

Related to 432 Amy Court, I'd like to convene a meeting early next week to go through these plans at a high level and discuss our options and preferred path forward.

The email below is Geoff Kimbel, the property owner's, plans for phase 2 amendments to the home. I will follow up with an email received earlier this week where Geoff explained Phase 1.

I'm available on Monday between 10am and 1pm or on Tuesday between 9am and 2pm.

Respectfully,

TJ DLUBAC, AICP
Community Planning Strategies
Email: TDlubac@PlanStrategize.com
M: 719.839.5804
O: 970.368.3114 x1001
Web: www.PlanStrategize.com

Please note my new mobile phone number.

From: TJ Dlubac <TDlubac@PlanStrategize.com>
Sent: Thursday, September 12, 2024 3:14 PM
To: Geoff <geoffkembel@gmail.com>; Brad Wallis <grandcanyonwally@yahoo.com>
Cc: Preston Neill (pneill@town.ridgway.co.us) <pneill@town.ridgway.co.us>; Mike Gill <mgill@town.ridgway.co.us>
Subject: Re: 432 Amy Court: Reducing the Height, Phase 2

Hello Geoff,

Thank you for your attention to this manner and your willingness to work with both the Town and your future neighbor to bring this situation to resolution. We have received both your Phase 1 and Phase 2 explanations. At this time, we do have currently approved plans for which a building permit was issued. These amendments, while very helpful in resolving the HOA/neighbor concerns, have not yet been reviewed by Town staff to understand how the comply with applicable regulations and zoning regulations. In intiial discussions with Town staff this morning, we think it would be best for us to meet early next week and discuss the plans - something like a group review. Once we have a chance to review and discuss these updates, we'll let you know exactly what next steps are needed.

In the meantime, since these amended plans have not been reviewed or approved, we'd advise against proceeding with these revisions at this time until such time we've had a chance to review them.

Again, we appreciate your willingness to work with us in this process and document the various changes and amendments along the way. We will be in touch as soon as possible with some more clear direction.

Respectfully,

TJ DLUBAC, AICP
Community Planning Strategies
Email: TDlubac@PlanStrategize.com
M: 719.839.5804
O: 970.368.3114 x1001
Web: www.PlanStrategize.com

Please note my new mobile phone number.

From: Geoff <geoffkembel@gmail.com>
Sent: Wednesday, September 11, 2024 10:19 PM
To: Preston Neill <pneill@town.ridgway.co.us>; TJ Dlubac <TDlubac@PlanStrategize.com>; Mike Gill <mgill@town.ridgway.co.us>; Brad Wallis <grandcanyonwally@yahoo.com>
Subject: 432 Amy Court: Reducing the Height, Phase 2

Hi guys,

Thank you all for your continued support in this process. As promised, here's phase 2 of our proposed height reduction. I'm not sure if the Le Ranch HOA ARC will be voting on this proposal anytime soon, but I'd like to move forward with it anyway because it feels to me like the right thing to do proactively. Based on the story pole Brad put up, this design puts the peak of my highest roof at essentially the same height as the West neighbor's roof peak. It will be hard for anyone to say that my house is towering above everyone else when it's literally the same height as the neighboring house. It's worth noting that I've already had neighbors tell me how much they appreciate our efforts to reduce the height and get it more in line with the other houses. Not to mention that I believe a compromise will paint us in a better light in the eyes of anyone looking back on this later.

Below is what I sent the ARC to summarize my overall proposal to reduce the height, which includes phases 1 and 2 (where phase 1 is dropping the garage ceiling height a foot and reducing the lower South roof slope to 2/12). Note that this is deliberately high level with just the key dimensions, so please let me know if you have any questions or would like to see more details. In order to make the proposed changes clear, I will first review the original approved plans for reference.

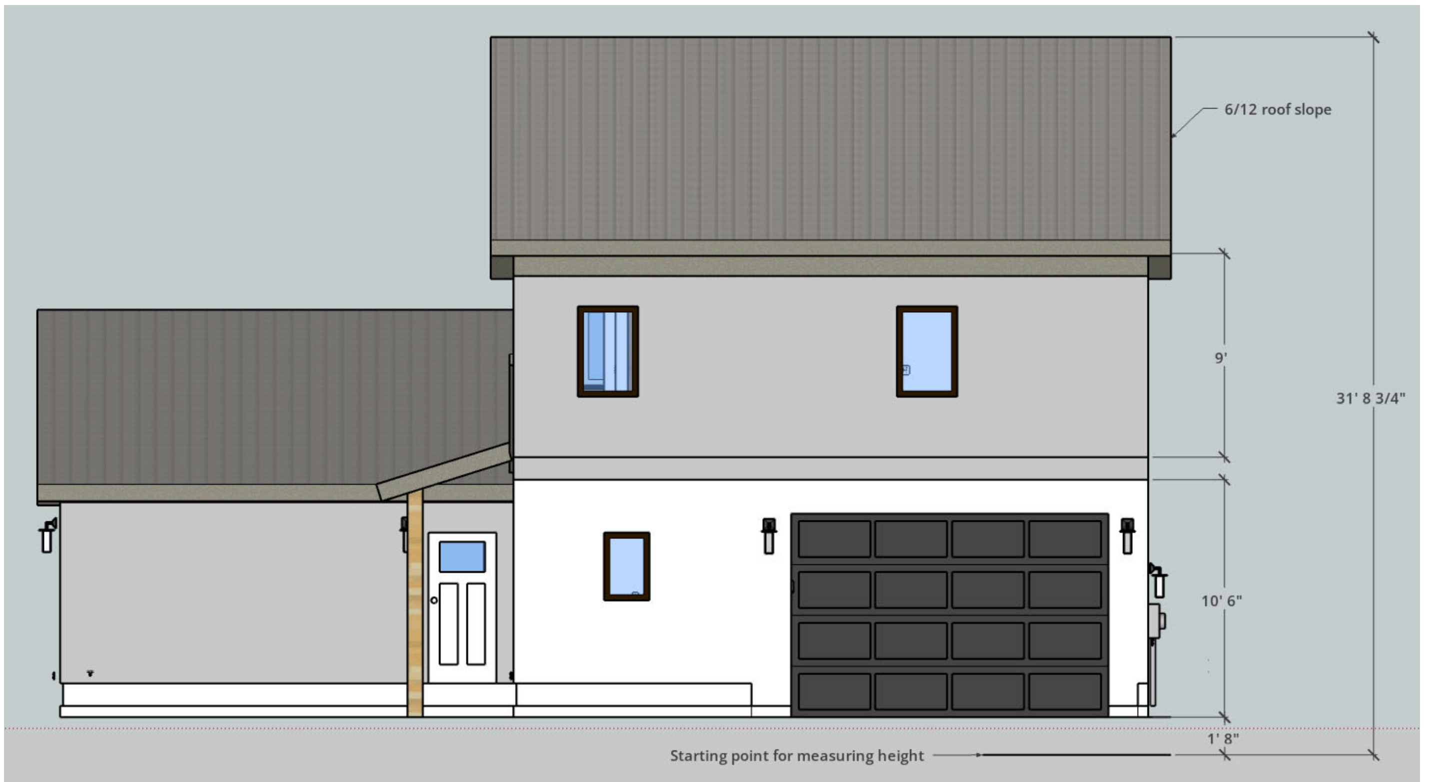
One last thing to highlight up front is that the Le Ranch plat has a requirement for a 6/12 slope on the main roof whereas this proposal changes it to ~4/12 in order to reduce the height. In my opinion, meeting that arbitrary 6/12 requirement feels far less important than the 1' 7" we save, especially given the primary concern is the height. Since Brad is ready to start framing the second floor, is it possible to review this and let us know if we can move forward with this design?

Thank you,
Geoff Kembel
720-663-7196

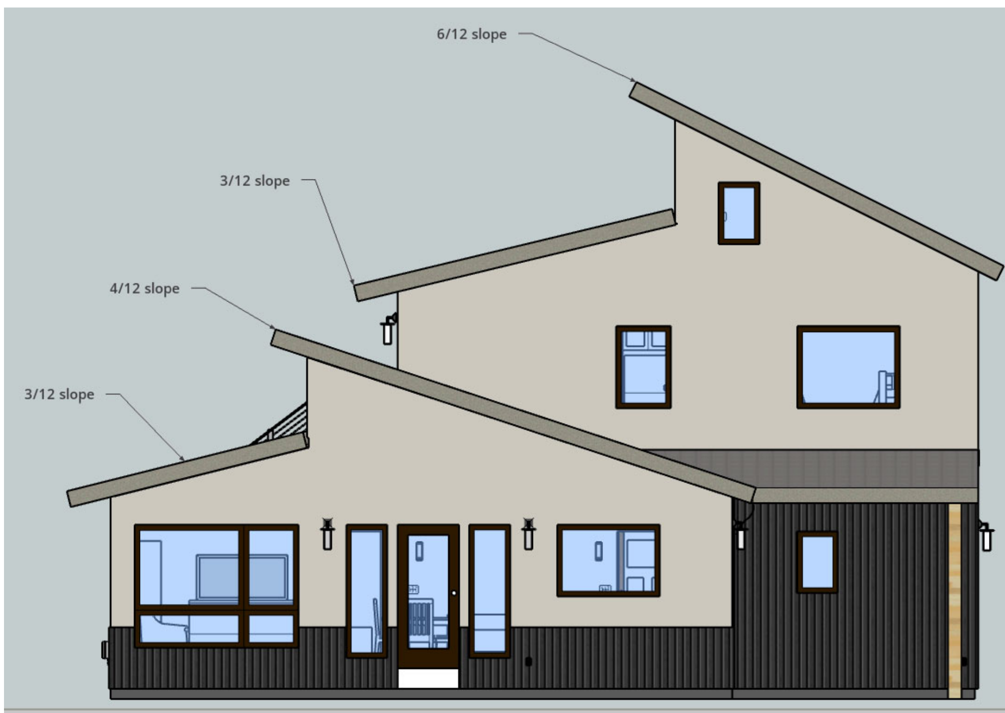
****

Original Plans

- Height with the town's definition: 26' 4"
- Highest point: 31' 8 3/4"
- How far is the highest point above 27': 4' 8 3/4"
- Garage ceiling height: 10' 6"
- Second floor North wall height: 9'
- Highest roof slope: 6/12
- Note the inconsistent North facing roof slopes (6/12 and 4/12, see East elevation), while the South facing roofs are both 3/12



Original: North Elevation



Original: East Elevation

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***

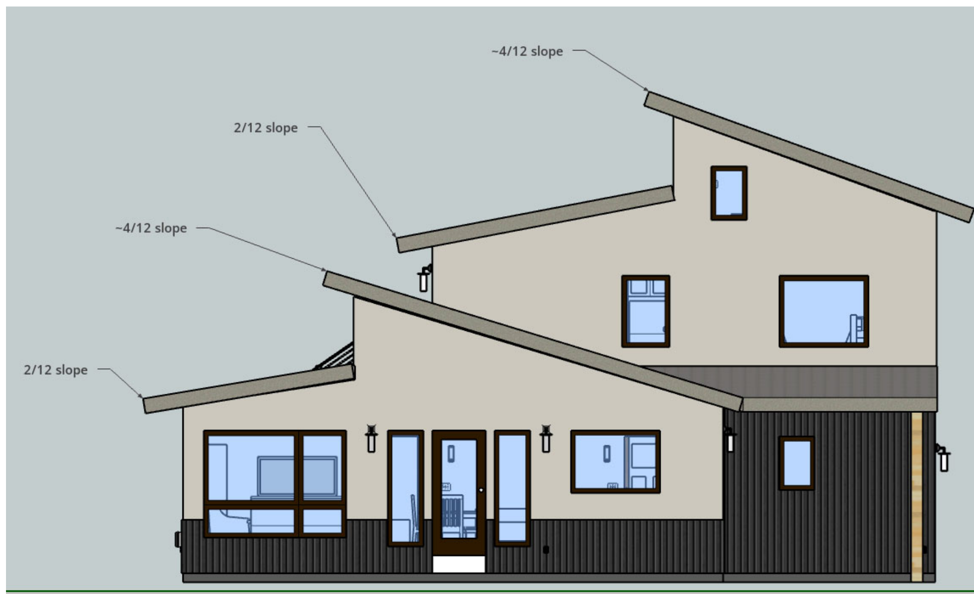
Compromise Proposal

Here's my proposed compromise, which is 2' 7" lower than before (more than half of the 4' 8 3/4"):

- Height with the town's definition: 25' 10 1/2"

- Highest point: 29' 1 3/4" (2' 7" lower than the approved plans)
- How far is the highest point above 27': 2' 1 3/4"
- Garage ceiling height: 9' 6" (this is Phase 1)
- Second floor North wall height: 10'
- Highest roof slope: ~4/12
- Now the North facing roof slopes are consistent (~4/12), which I consider an improvement to the East elevation
- Both the South facing roofs are now 2/12 (the lower roof is from Phase 1)

Compromise: North Elevation



Compromise: East Elevation

AGENDA ITEM #3

ECONOMIES OF PLACE

Economies of Place
8761 Moonshimmer Trail
Littleton, CO 80125
(319) 621 - 2483

Town of Ridgway

Economic Implications of Land Use Summary Memorandum

September 19, 2024

PLACE-BASED, ASSET-DRIVEN ECONOMIC DEVELOPMENT STRATEGIES

Key Findings

The following key findings are contained within this draft report.

- Growth forecasts for Ouray County, produced by the Colorado Department of Local Affairs (DOLA) imply a slower rate of population and employment growth than the County has experienced in recent decades.
- If the forecasted growth rates for Ouray County held for the Town of Ridgway, the Town would add fewer than 200 new residents and about 230 new jobs through 2050.
- If this forecasted growth occurred at similar residential and commercial densities as currently exist in Ridgway, then Ridgway would have more than enough vacant land to accommodate the forecast.
- Real estate professionals interviewed for this project, and with direct knowledge of the Ouray County and Western Slope real estate markets, are skeptical of the forecasts. They generally believe that Ridgway will grow faster than the DOLA forecasts indicate.
- Scenario planning shows that very rapid growth (20% higher population and employment totals, relative to the DOLA forecast, through 2050) could strain the supply of vacant land zoned for Future Development. If market or policy changes led to increased density of residential and commercial development, the available vacant land may be sufficient.
- There is likely to be continued demand for both residential and commercial (including industrial) land, though most scenarios examined in this report show higher demand for residential land than for commercial. Interviewees specifically noted demand for townhomes, multifamily, tourism-related commercial services, hotel and hospitality, and industry and manufacturing.
- As an additional consideration, commercial uses in Ridgway -- and particularly those that generate sales tax -- contribute significantly to Ridgway's municipal revenues.

The report summarizes work completed to date, including work previously presented to the Planning Commission, related to the economic implications of Ridgway's land use mix.

Forecasted Future Growth

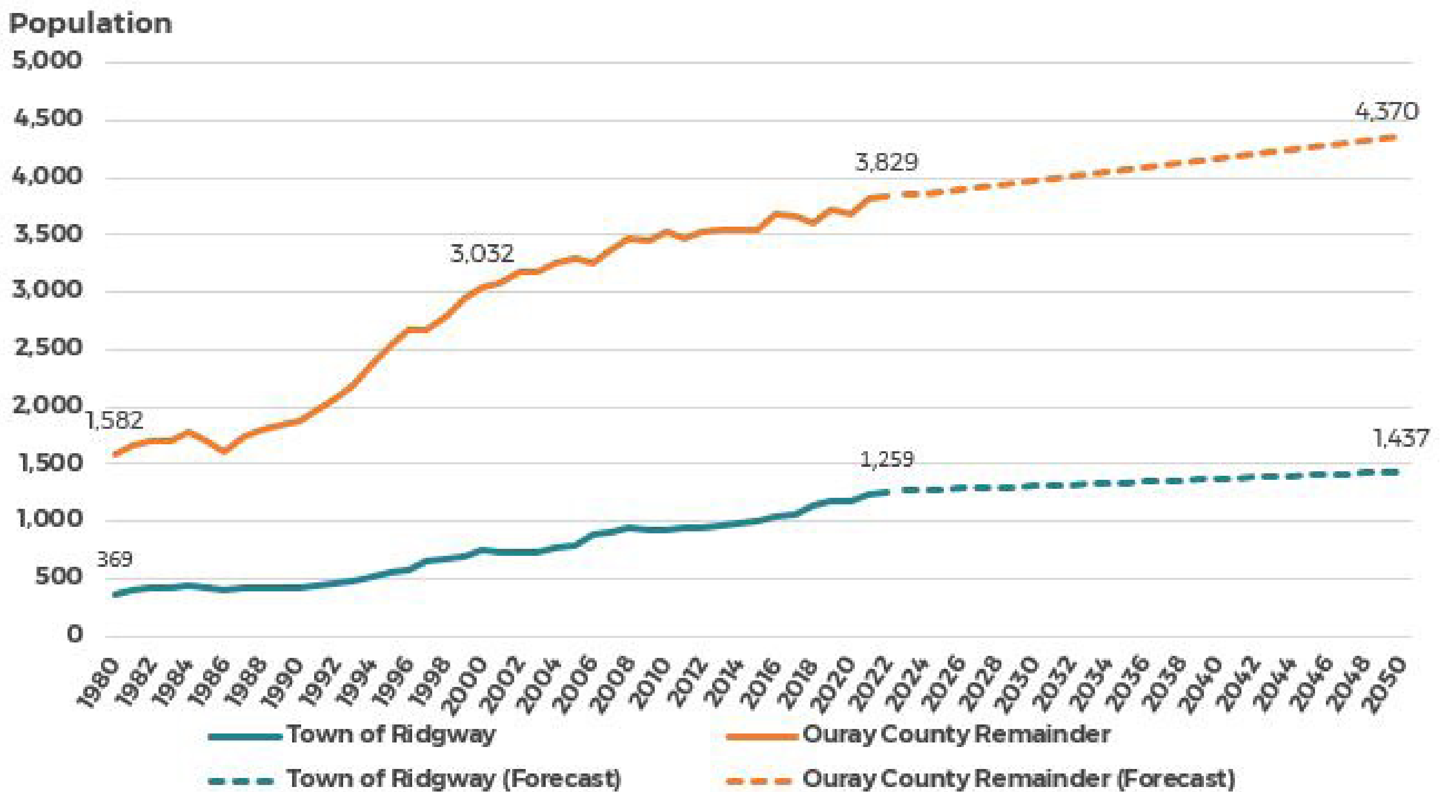
The Colorado Department of Local Affairs (DOLA) provides population and employment forecasts for cities and counties in Colorado. These forecasts provide a basis for projecting demand for residential and commercial land. The following section analyzes the available forecast data to help contextualize this potential demand in Ridgway.

Population Growth

Historical data from DOLA indicate that the Town of Ridgway population was about 370 in 1980, which accounted for approximately 19% of the population in Ouray County at that time (**Figure 1**). By 2022, Ridgway had grown at a higher average annual rate than the County as a whole — 3.0% compared to 2.3% — reaching almost 1,300 residents in 2022. By 2022, Ridgway accounted for 25% of the total population in Ouray County.

DOLA produces publicly available population forecasts at the county level. As of this submittal, EOP has submitted a data request to DOLA for a custom forecast specific to the Town of Ridgway. Nonetheless, the DOLA forecast for Ouray County indicates that growth countywide is expected to slow relative to observed growth over recent decades. Specifically, the forecast suggests that Ouray County will grow at an average annual rate of 0.5% through 2050, from about 3,800 residents to about 4,400 residents.

Figure 1. Observed and Forecasted Population Growth, Town of Ridgway and Ouray County, 1980 - 2050



Source: Colorado Department of Local Affairs, 2023; Economies of Place, 2024

If Ridgway grew at the same rate as is forecast for Ouray County, it would add about 180 residents through 2050, taking the Town's total population to more than 1,400.

In 2022, DOLA data indicated that Ridgway had 699 housing units, which would imply that, on average, there were 1.80 people per household within the Town. This was higher than across Ouray County as a whole (1.45 people per household), but lower than the statewide average (2.20 people per household). If the average household size in Ridgway held for future growth, through 2050, the 180 new residents indicated by the population forecast would require 100 housing units.

Housing Supply

The U.S. Census Bureau tracks housing occupancy through the American Community Survey (ACS). In 2022, the ACS estimated that about 12% of all housing units in Ridgway were vacant, with a higher vacancy rate for rental units than for ownership units. Please note that because the ACS data is based on surveys, all estimates are subject to a margin for error, and ACS data on total households do not align perfectly with data from DOLA.

If the ACS estimate for housing vacancy rate is reasonable, then approximately 12% of the 699 total housing units given by DOLA are currently vacant. That would imply that there are about 86 vacant housing units in Ridgway. Some of these vacant units may be temporarily vacant due to regular turnover; as of 4/24/24, listings on Zillow and Redfin indicate that between 5 and 7 housing units within Town boundaries are currently for sale, with additional homes under construction, and some lots available to build. **Assuming existing homes would be occupied before new homes are built, the 2050 population forecast implies that Ridgway needs 14 new housing units (100 in demand minus 86 currently vacant) to meet forecasted housing needs.** There are several scenarios in which the Town may need more than 14 new housing units, such as if some of the vacant housing stock is in deteriorating condition and unfit for occupancy, or if the vacant housing stock is misaligned with consumer needs or preferences.

Land Supply

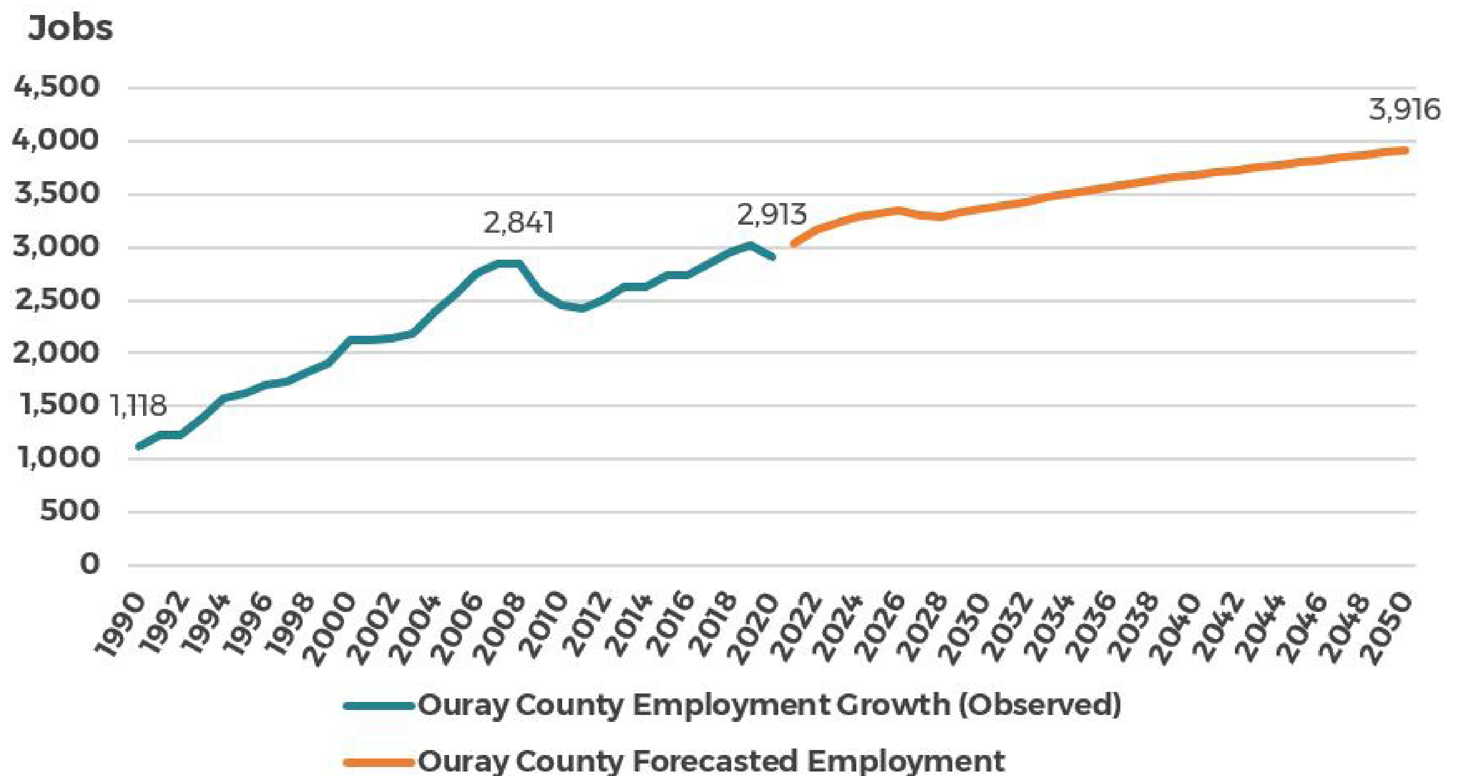
The typical residential lot in Ridgway is generally less than 0.25 acres in size. **At this size, Ridgway would need about 3.5 acres of undeveloped residential land to accommodate the 14 new housing units through 2050.** At the time of this writing, it is unclear how much undeveloped residential land Ridgway currently has, but it is possible that the Town already has sufficient undeveloped land to meet this need. Without subtracting currently vacant units, it would take about 25 acres of undeveloped land to accommodate the 100 housing units. Other factors, such as the development of multifamily or townhouse units, could also affect land demand.

Should future growth greatly exceed the DOLA forecast, there will be more demand for housing than indicated herein. Engagement with commercial real estate professionals familiar with the Ouray County residential market would help to refine this understanding of housing demand and current supply.

Employment Growth

DOLA produces publicly available employment forecasts at the county level. **According to the forecast, total employment in Ouray County is projected to grow from about 2,900 to about 3,900 between 2020 and 2050** (**Figure 2**). This would be a slower average annual rate of growth than the County has experienced since 1990 (1.0% forecasted versus 3.2% experienced).

Figure 2. Observed and Forecasted Employment Growth, Ouray County, 1980 - 2050



Source: Colorado Department of Local Affairs, 2022; Economies of Place, 2024

Jobs by Sector

DOLA produces an economic base analysis at the county level. This base analysis breaks out employment by sector. Sectors included are:

- Basic Industries
  - Tradional: Agriculture, Mining, Manufacturing, Government
  - Regional Center / National Services: Construction, Communications, Trade and Transportation, Professional and Business, Finance and Insurance, Education and Health
  - Tourism: Resort, Second Homes, Service Employment, Transportation Employment
- Indirect Basic: employment resulting from base industry firms' purchases of goods or services necessary for the operations of their business
- Local Resident Services: earnings, rents, interest and profits from base industries spent locally on purchases of food, clothing, etc. (such as retailers, lawyers, public school teachers)

Current employment in Ouray County is given by sector in **Figure 3**. Countywide, the largest sector is Local Resident Services (37%), followed by Tourism (30%). For reasons discussed below, the distribution of jobs by sector within the Town of Ridgway is unlikely to perfectly match the distribution of jobs by sector countywide.

Figure 3. Ouray County Base Analysis Jobs by Sector, 2023

Sector	Jobs	Percent of Total
Agriculture	164	5%
Mining	39	1%
Manufacturing	75	2%
Government	104	3%
Regional Center / National Services	168	5%
Tourism	948	30%
Indirect Basic	503	16%
Local Resident Services	1,179	37%
Total	**3,180**	**100%**

Source: Colorado Department of Local Affairs, 2023; Economies of Place, 2024

Jobs by Location

Some job sectors may be more or less likely to locate in certain places. For instance, jobs in Agriculture may be less likely to locate in cities and towns than jobs in local resident services. Anecdotal evidence suggests that most of the jobs in Ouray County are located in the City of Ouray and the Town of Ridgway, with more jobs located in Ouray than in Ridgway. On this basis, it seems reasonable to assume that a majority of 1,000 new jobs forecasted through 2050 would also locate within these two municipalities, but that jobs in certain sectors may not. If we assume that the distribution of forecasted jobs by sector will mirror the current distribution, and that jobs in Agriculture and Mining will generally locate outside of incorporated towns, then about 6% of the 1,000 new jobs will not locate in Ouray or Ridgway.

Other factors affect where jobs locate. In this case, most Government jobs may be more likely to locate in Ouray because Ouray is the county seat and location of several government facilities, such as the Ouray County Assessor's office and the Ouray County Sherrif's office. The Tourism sector is present throughout the region, but the Town of Ouray's tourism economy is well-established, so Ouray may be in position to compete for an outsized share of jobs in this sector. **Ultimately, how Ridgway wants to grow, and to compete for job growth in appropriate sectors, will help to determine where this economic activity locates.**

Stakeholder Perspectives on Growth

To vet the accuracy of the DOLA forecasts, EOP interviewed three commercial real estate brokers with direct knowledge of the Ouray County market. The following are key findings related to the prospects for growth in Ridgway and the appropriateness of Ridgway's land use mix.

- Interviewees indicated that the population and employment **forecasts prepared by DOLA appear to underestimate growth for Ridgway** given their understanding of market demand and development underway. One interviewee indicated that the population forecast "seems awfully low" given that there are 38 residential units coming on line along the river, and 24 more in process "on the other side of the pond." This individual acknowledged that some of the growth will occur in Divide Ranch and Log Hill, which are not within Ridgway's boundary, but which do affect demand for services and infrastructure in Ridgway.
- One interviewee speculated that the forecast may not fully account for post-pandemic changes; this individual indicated that growth in Ridgway "reached a critical mass right before COVID, and during COVID it became exponential."
- Demand is high for all types of residential, though one interviewee noted in particular a **desire for townhomes and more multifamily**.
- Employment land is also in demand. Both interviewees expect continued demand for land that can accommodate retail and services, largely based on **anticipated growth in tourism**.
- One interviewee also identified two other needs for employment land; first, this individual indicated that Ridgway, and Ouray County more broadly, is **severely lacking industrial land**. The interviewee indicated that there are companies that are already located in the area that are "always looking for industrial land" and that "some manufacturing designations would be wise." This individual also indicated that **"there's not enough zoning for hotel/motel" uses** and that "there's a real cry for it." Based on an analysis of parcel data, there are only 12.3 acres of industrial land in Ridgway (**Figure 1**).
- However, **there are challenges for commercial uses that do not exist for residential uses**. Interviewees specifically cited higher taxes on commercial space, a lack of a well-qualified workforce to staff commercial businesses, and the City Market "disaster" that one interviewee indicated was emblematic of Ridgway's response to opportunities for commercial growth. This individual indicated that "there needs to be some sort of incentive for commercial in the town; I could see Ridgway for the most part just becoming a bedroom community for Telluride."

For reference, the existing balance of land by zone district is given in **Figure 4**, below.

Figure 4. Land Area by Zoning Designation, Town of Ridgway, 2024

Zoning	Acres	Percent of Total
Residential	458.5	49%
Future Development	194.3	21%
General Commercial	136.6	15%
Historic Residential	105.3	11%
Mixed Residential	19.1	2%
Historic Business	13.7	1%
General Industrial	10.0	1%
Light Industrial	2.3	0%
Total	**939.8**	**100%**

Source: Community Planning Strategies, 2024; Economies of Place, 2024

Scenarios for Future Growth

Based on a synthesis of data analyzed and feedback from stakeholders, the following section presents scenarios for population and employment growth in Ridgway that vary from the baseline forecast provided by DOLA. These scenario are intended as context for policymakers as they evaluate land use decisions, such that those decisions can align with both the Town's aspirations and market realities.

Each of these scenarios rely on several assumptions that may or may not hold in reality. It is vital to examine these assumptions critically, and to adjust decision-making frameworks based on the plausibility of these assumptions holding. For each scenario, this section details the most important assumptions.

Figure 5. Growth Scenario 1: Baseline

Scenario 1 (Baseline)			
Current Population	1,259	Current Employment	728
Forecasted Population	1,437	Forecasted Employment	962
Net Growth	178	Net Growth	234
Assumed Persons per Household	1.80	Assumed Square Feet per Employee	968
Net New Households	99	Net New Square Feet	226,512
Minus Vacant Housing Units	86		
Net New Housing Units	13		
Land Area per Household (Acres)	0.43	Commercial Square Feet per Acre	8,076
Land Area Needed to Accommodate Forecast (Acres)	5.6	Land Area Needed to Accommodate Forecast (Acres)	28.0
Current Vacant Land (Future Development)	111		
Surplus / Deficit (Residential and Commercial)	**78**		

Source: Economies of Place, 2024

Scenario 1 is based on the baseline forecast from DOLA. It indicates that, should the assumptions below hold, Ridgway would have a surplus of vacant land relative to forecasted growth (78 more acres of available land than would be needed to accommodate the forecast). The key assumptions include:

- Forecasted population for Ridgway is based on the Ouray County forecast from DOLA.

- The average number of people per household in the future will match the estimated number of people per household in Ridgway currently (1.80 persons per household).
- Vacant housing units in Ridgway will be occupied before new housing units are built.
- New housing units that will be built in the future will be built at the same density (housing units per acre) as the average density for current housing units in Ridgway (0.43 acres per housing unit).
- Current employment in Ridgway is estimated as 25% of all jobs countywide, as employment data are not available for Ridgway specifically.
- Job density (the number of built square feet needed to accommodate one worker) for future employment growth will match the current estimated commercial (including industrial) square footage per local job (968 square feet per job).
- The density of future commercial (including industrial) development will match the density of current commercial space in Ridgway (8,076 square feet of built space per acre).
- Future growth (both residential and commercial) will be located on vacant land zoned Future Development.

Figure 6. Growth Scenario 2: Conservative Forecast

Scenario 2 (Conservative Forecast)			
Current Population	1,259	Current Employment	728
Forecasted Population	1,365	Forecasted Employment	914
Net Growth	106	Net Growth	186
Assumed Persons per Household	1.80	Assumed Square Feet per Employee	968
Net New Households	59	Net New Square Feet	179,951
Minus Vacant Housing Units	86		
Net New Housing Units	-27		
Land Area per Household (Acres)	0.43	Commercial Square Feet per Acre	8,076
Land Area Needed to Accommodate Forecast (Acres)	-11.7	Land Area Needed to Accommodate Forecast	22.3
Current Vacant Land (Future Development)	111	Current Vacant Land	
Surplus / Deficit (Residential and Commercial)	**101**		

Source: Economies of Place, 2024

Scenario 2 assumes a 5% decrease from the baseline forecast from DOLA, indicating a scenario in which Ridgway grows more slowly through 2050 than the forecast implies. It indicates that, should the assumptions above and below hold, Ridgway would have a surplus of vacant land relative to forecasted growth (101 more acres of available land than would be needed to accommodate the forecast). The key assumptions include:

- All assumptions given for Scenario 1, except:
- A 5% decrease in total population and employment growth, relative to the DOLA 2050 forecast.

Figure 7. Growth Scenario 3: Aggressive Forecast

Scenario 3 (Aggressive Forecast)			
Current Population	1,259	Current Employment	728
Forecasted Population	1,724	Forecasted Employment	1,154
Net Growth	465	Net Growth	426
Assumed Persons per Household	1.80	Assumed Square Feet per Employee	968
Net New Households	259	Net New Square Feet	412,755
Minus Vacant Housing Units	86		
Net New Housing Units	173		
Land Area per Household (Acres)	0.43	Commercial Square Feet per Acre	8,076
Land Area Needed to Accommodate Forecast (Acres)	75.0	Land Area Needed to Accommodate Forecast	51.1
Current Vacant Land (Future Development)	111	Current Vacant Land	
Surplus / Deficit (Residential and Commercial)	**(15)**		

Source: Economies of Place, 2024

Scenario 3 assumes a 20% increase from the baseline forecast from DOLA, indicating a scenario in which Ridgway grows more quickly through 2050 than the forecast implies. It indicates that, should the assumptions above and below hold, Ridgway would have a deficit of vacant land relative to forecasted growth (15 fewer acres of available land than would be needed to accommodate the forecast). Notably, demand for residential land in this scenario accounts for nearly 60% of land needed to accommodate future growth. The key assumptions include:

- All assumptions given for Scenario 1, except:
- A 20% increase in total population and employment growth, relative to the DOLA 2050 forecast.

Figure 8. Growth Scenario 4: Aggressive Forecast, Increased Density

Scenario 4 (Aggressive Forecast, Increased Density)			
Current Population	1,259	Current Employment	728
Forecasted Population	1,724	Forecasted Employment	1,154
Net Growth	465	Net Growth	426
Assumed Persons per Household	1.80	Assumed Square Feet per Employee	600
Net New Households	259	Net New Square Feet	255,840
Minus Vacant Housing Units	86		
Net New Housing Units	173		
Land Area per Household (Acres)	0.25	Commercial Square Feet per Acre	12,000
Land Area Needed to Accommodate Forecast (Acres)	43.1	Land Area Needed to Accommodate Forecast	21.3
Current Vacant Land (Future Development)	111	Current Vacant Land	
Surplus / Deficit (Residential and Commercial)	**47**		

Source: Economies of Place, 2024

Scenario 4 assumes a 20% increase from the baseline forecast from DOLA, indicating a scenario in which Ridgway grows more quickly through 2050 than the forecast implies. Scenario 4 also modifies the assumptions used to estimate the density of future development. The Scenario indicates that, should the assumptions above and below hold, Ridgway would have a surplus of vacant land relative to forecasted growth (47 more acres of available land than would be needed to accommodate the forecast). Notably, demand for residential land in this scenario accounts for nearly 60% of land needed to accommodate future growth. The key assumptions include:

- All assumptions given for Scenario 1, except:

- A 20% increase in total population and employment growth, relative to the DOLA 2050 forecast.
- Increased housing unit density from an average of 0.43 acres per housing unit (2.3 dwelling units per acre) to 0.25 acres per housing unit (4 housing units per acre).
- Increased job density (600 square feet per employee, compared to 968 square feet).
- Increased commercial (including industrial) built density (from about 8,100 commercial square feet per acre to 12,000 square feet per acre, or a chance from a floor-area-ratio of 0.19 to 0.28).

These types of changes could result from a mix of market and policy factors. Examples include:

- A shifting balance between multifamily and single family development, or increased interest in housing types like townhouses.
- An increase in the share of total employment in the commercial services sectors, which typically have higher job densities when compared to light and heavy industrial uses.
- Changes to development regulations that allow for increased density, such as decreased setbacks, increased lot coverage allowances, increased building heights, etc.

Figure 9. Growth Scenario 5: Historic Average

Scenario 5 (Historic Average)			
Current Population	1,259	Current Employment	728
Forecasted Population	2,881	Forecasted Employment	1,759
Net Growth	1,622	Net Growth	1,031
Assumed Persons per Household	1.80	Assumed Square Feet per Employee	968
Net New Households	901	Net New Square Feet	998,189
Minus Vacant Housing Units	86		
Net New Housing Units	815		
Land Area per Household (Acres)	0.43	Commercial Square Feet per Acre	8,076
Land Area Needed to Accommodate Forecast (Acres)	354.2	Land Area Needed to Accommodate Forecast	123.6
Current Vacant Land (Future Development)	111	Current Vacant Land	
Surplus / Deficit (Residential and Commercial)	**(367)**		

Source: Economies of Place, 2024

Scenario 5 assumes that Ridgway will grow at the same rate as it has historically, according to data from DOLA. This is the highest total growth in any of the five scenarios included in this report. In Scenario 5, Ridgway would add more than 1,600 new residents and 1,000 new jobs through 2050. The Scenario indicates that, should the assumptions above and below hold, Ridgway would have a shortage of vacant land relative to forecasted growth (367 fewer acres of available land than would be needed to accommodate the forecast). Notably, demand for residential land in this scenario accounts for about 74% of land needed to accommodate future growth. The key assumptions include:

- All assumptions given for Scenario 1, except:
- Future population growth of 3.0% annually, through 2050.
- Future employment growth of 3.2% annually, through 2050.
- Housing unit, job, and commercial building densities consistent with Scenarios 1-3.

Growth Scenario Findings

In three of the five scenarios, Ridgway has sufficient vacant land zoned for Future Development to accommodate future growth. In Scenario 3 (Aggressive Growth), which indicates a deficit of vacant land zoned for Future Development, policy interventions and shifts in the market (similar to Scenario 4) could allow Ridgway to accommodate the forecast nonetheless. In all scenarios, there may be vacant land in other zoning districts that could supplement the land available to accommodate new development. While Scenario 5 shows a significant deficit of vacant land, this Scenario may be unlikely given that such rapid growth is often unsustainable, which is reflected in the baseline forecasts.

When considering the allocation of land zoned Future Development in the context of growth trends, land for both residential and commercial uses will be necessary. However, in most scenarios, the majority for land needed for future development is for residential uses.

Other Considerations

Another important consideration for land use balance is the fiscal contributions of each land use type. Generally -- though all communities are different -- commercial uses contribute more revenue to local government through sources like retail sales tax or lodging tax. Though residential uses contribute strong property tax revenues, service calls (e.g., fire and emergency) are often more frequent with residential uses, though the Town does not provide all of these services. Moreover, in Colorado, TABOR limits local governments' ability to increase property taxes as infrastructure and service costs change.

In Ridgway's adopted 2024 budget, the Town expects to generate approximately $530,000 in property tax revenue, compared to $1,325,000 in sales tax revenue, and another $200,000 in lodging tax revenue. Businesses and residents alike are obligated to pay property tax in Colorado, unless a business is specifically exempted by State statute, so despite the fact that there are 304 occupied acres of residential land in the Town, compared to 87 acres of occupied commercial (including industrial) land, the revenue generated by commercial uses is significantly higher. However, as the budget notes, sales tax revenues are sensitive to changes in broader economic conditions, and the Town should not rely too heavily on any single source of revenue.

Understanding the revenue contributions for various land uses is one additional consideration in future land use planning and rezoning applications.

Recommendations

The following are recommendations for the Town of Ridgway to consider:

- **Continue to accommodate all forms of growth that are consistent with the Town's vision.** The Town has ample developable land for most, if not all, uses. Case by case decisions on land use applications do not need to be driven by concerns over a lack of land for future growth.
- **Maintain an awareness of which sites are better-suited to specific uses.** Consider protections for commercial land that are uniquely well-trafficked, visible, or otherwise viable for commercial uses.
- **Cultivate relationships with commercial real estate brokers familiar with broader Western Slope market trends**, so that the Town can anticipate and plan proactively for land demand and market shifts in the future.

- **Generally speaking, maintain a balance of uses in new development projects.** This balance is critical to ensuring the Town's economic and fiscal resiliency. Retail and hospitality uses contribute more to the Town's revenues on a per square foot basis, but are also susceptible to macroeconomic shifts; residential uses contribute less in revenue, but help to create demand for everyday goods and services. Pursuing mixed-use development may be on appropriate strategy for maintaining land use balance.
- **Consider zoning for additional industrial land.** There appears to be unmet demand for industrial land that the Town could capitalize on if it wanted to capture that economic opportunity.
- **Periodically update this study.** This could be once every several years, whenever major economic shifts occur, or after unusually rapid periods of development in Town.

AGENDA ITEM #4

Building People, Places & Community

To: Town of Ridgway Planning Commission

Cc: Preston Neill, *Ridgway Town Manager*
Angie Kemp, AICP, Ridgway Sr. Planner

From: TJ Dlubac, AICP, *CPS, Contracted Town Planner*
Max Garcia, AICP, *CPS, Contracted Town Planner*

Date: September 20, 2024

Subject: Reconsideration of Proposed Accessory Dwelling Unit Standards

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At the September 10, 2024, Town Council meeting, the proposed amendments to the ADU standards were discussed and referred back to the Planning Commission for further discussion.

Below is a summary of the elements to the ADU standards that were identified by the Town Council as needing additional review, and will need to be discussed with Planning Commission:

a) *Number of permissible ADUs on one lot.* Some Council Members were concerned with the potential permissible quantity of ADUs based on the lot square footage.

b) *Owner occupancy provision*. Council asked the Planning Commission to try to address the owner occupancy provision in this proposed update rather than at a later date.

It came to our attention that there are two updates required outside of the ADU section that also need to be addressed. Because we have an opportunity to re-consider the recommendation, we recommend these two items be added to the recommendation to the Town Council.

First, there are currently two conflicting definitions of ADUs in Sec. 7-9-2, General Definitions. The redlines below should be considered at the September 24, 2024, Planning Commission meeting:

~~ACCESSORY DWELLING UNIT: A second, subordinate dwelling unit located on the same lot as a primary dwelling unit or commercial unit. The unit includes its own independent living facilities with provisions for sleeping, cooking, and sanitation, and is designed for residential occupancy independent of the primary dwelling unit or commercial unit. The unit may have a separate entrance or an entrance to an internal common area accessible to the outside.~~

DWELLING UNIT, ACCESSORY: A dwelling unit located within, attached to, or detached from the principal ~~dwelling,~~structure, that the unit includes its own independent living facilities with provisions for sleeping, cooking, and sanitation, and is designed for residential occupancy independent of the primary use. ~~contains no more than 800 square feet of gross floor area, t~~The use of which is associated with and subordinate to the principal ~~dwelling~~ structure and that is located upon the same lot as the principal ~~dwelling~~structure.

Second, we noticed that triplexes are permitted in the GC zone district, however, ADU's are not. We suggest updating Sec. 7-4-4, Tables T-4.3 Land Use Table, to allow ADUs in all zone districts to remove a potential conflict. The redlines s below should be considered at the September 24, 2024, Planning Commission meeting:

Use Category	Land Use	R	HR	MR	FD	HB	DS	GC	LI	GI	Use-Specific Standards
Accessory Uses	Accessory Dwelling Unit (ADU)	R	R	R	R	R	R	R	R	R	7-4-6(A)

ATTACHMENTS:

1. ADU Standard Updates

7-4-6 SUPPLEMENTAL REGULATIONS

(A) Accessory Dwelling Units.

(1) General Provisions.

(a) The creation of Accessory Dwelling Units (ADU) is generally encouraged as an effective means to improve housing affordability, provided that each ADU complies with the standards of these regulations.

(b) The goal of improving housing affordability requires flexibility with landscaping requirements, building typologies, and construction methods. Sustainable construction methods including, but not limited to, utilizing local resources and energy efficient designs are encouraged to increase long-term affordability.

(c) The burden shall be upon the owner of any ADU to provide adequate proof to the Town that the criteria of this Section are met. In the event that the Town determines that the criteria have not been shown to be satisfied, the unit may not be occupied as an ADU.

(d) A dwelling unit constructed before a principal building, which meets these criteria, may be converted to an ADU following construction of a new principal dwelling unit.

(e) Plan review fees as calculated by the Building Official may be waived by the Town Manager for ADU(s) as set forth below.

(i) Plan review fees may be reduced by up to one-hundred (100) percent for attached ADU(s).

(ii) Plan review fees may be reduced by seventy-five (75) percent for detached ADU(s).

(iii) Permit fees may not be reduced for any ADU.

(2) Dimensional and Design Standards.

(a) ADUs are only allowed as accessory to single-family, duplex, and triplex dwellings in accordance with the following:

(i) One (1) ADU is allowed on lot(s) between 3,000 square feet and 7,500 square feet.

(ii) Two (2) ADUs are allowed on lot(s) between 7,501 square feet and 15,000 square feet.

(iii) Lot(s) that are greater than 15,000 square feet may have more than two (2) ADUs; however; the total number of ADUs on the subject property shall never exceed double the total number of dwelling units in the principal structure. All properties that propose two (2) or more ADU(s) on a lot shall be subject to a Site Plan review as set out in Section 7-4-3(H), Site Plan.

(b) ADUs may be located within a detached structure, attached to the principal structure, or a converted room or rooms within the principal structure.

(c) The ADU(s) must be constructed in accordance with applicable requirements of Town Building Codes.

(d) All lots where an ADU is proposed shall comply with all dimensional standards applicable to the underlying zone district.

(i) Required setbacks may be reduced by up to fifty (50) percent, or two (2) feet, whichever is greater, when adjacent to open space. Such a reduction shall be approved by the Town Manager or their designee.

(e) The ADU shall not be located within the sight triangle as determined by Section 7-4-8(F)(8), Sight Triangles.

(f) The architectural design of the proposed ADU shall be compliant with the regulations set in RMC 7-4-9, Residential Design Standards.

(g) The parking requirements shall comply with the requirements as set out in subsection 7-4-6(M).

(h) The maximum size of an ADU shall not exceed 1,000 square feet of gross floor area unless otherwise allowed by this section.

(i) The calculation for the "gross floor area" shall be the total square footage of the ADU measured to the interior walls of the area comprising the unit excluding internal parking areas and stairways.

(i) The proposed landscaping shall be compliant with an approved Landscape Plan, consistent with Section 7-4-8, Landscape Regulations, if one exists.

(3) Incentives.

(a) ADU Affordable Housing Provisions. All single-family, duplex, triplex dwelling uses may be allowed to construct one (1) additional ADU above the allowed quantity in subsection 7-4-6(A)(2)(a) when the ADU is income-restricted to moderate-to-low income residents only, pursuant to this subsection.

(i) Affordable Housing Covenants and Restrictions. The Town encourages the growth of affordable housing in all residential areas. To provide affordable housing units on private property, the property owner shall record a restrictive covenant with the Ouray County Clerk and Recorders' office that includes the following provisions:

a. Area median income (AMI). The covenant shall identify the AMI limitations placed on the unit. The income range shall be equal to or less than 150 percent AMI for Ouray County as determined by the US Department of Housing and Development or US Census.

b. Income-restricted units. Describe the quantity of income-restricted units, their square footage, and bedroom count.

c. Compliance report and leasing period. Include the duration of the tenant's lease. Upon reasonable request by the Town of Ridgway or Ouray County, the property owner shall submit a compliance report outlining how the restricted units comply with covenant requirements.

d. Income verification and rent limitations. Provide the method for determining tenant income and calculating the rent limitations for each income-restricted unit.

(b) Landscaping. When a property owner requesting an ADU meets one of the applicable water conservation standards below, the proposed ADU may increase its maximum gross floor area by up to ten (10) percent without an administrative adjustment.

(i) The proposed live ground cover does not include more than 750 square feet of turf or;

(ii) The proposed landscape area has a minimum of eighty (80) percent non-live ground cover.

(c) Sustainable construction methods. When an applicant meets the applicable sustainable construction standards as set out below, the proposed ADU may exceed the maximum gross floor area by two hundred (200) square feet.

(i) The proposed construction is certified by a professional sustainable construction organization.

(ii) The applicant provides proof of energy efficient design that exceeds industry standards from a certified construction professional.

(iii) The applicant sources fifty (50) percent of the construction materials from the State of Colorado.

(4) Ownership and Occupancy.

(a) One of the dwelling units on the property must be, and remain, owner occupied.

(b) A minimum of a ninety (90) day rental period shall be required by written lease for an ADU.

(c) The ADU, principal residential unit(s), and the lot or parcel upon which they are located, shall remain in undivided ownership.

(5) Utilities

(a) The ADU(s) should be served off of the water or sewer tap for the principal residence, in which case it shall not be subject to additional tap fees.

AGENDA ITEM #5

To: Town of Ridgway Planning Commission

Cc: Preston Neill, *Ridgway Town Manager*

From: TJ Dlubac, AICP, *CPS, Contracted Town Planner*

Max Garcia, AICP, *CPS*

Date: August 27, 2024

Subject: 2024 RMC Updates: Affordable Housing

At the May 28, 2024, Planning Commission meeting, we provided a summary of continued research on affordable housing to the Planning Commission with strategies to discuss. CPS reviewed affordable housing provisions and guidelines of other Colorado mountain communities and completed research around topics specifically identified by the Ridgway Town Council and Planning Commission. These adopted affordable housing programs included a variety of aspects that regulate how affordable housing goals are met in their respective communities. The methodologies of each of these peer communities, Town of Telluride, Town of Mt. Crested Butte, and Eagle County, have been provided as attachments to this memo for further background and context.

BACKGROUND

Affordable housing programs come in a wide range of structures and regulatory frameworks. Based on previous discussions with Town Council and Town Staff, it was determined that there will be an entity – most likely an entity outside of the Town of Ridgway – that will be responsible for the oversight, administration, and implementation of the final, affordable housing policies and guidelines. At this point, the Town, in concert with the City of Ouray and Ouray County, are developing the framework to solicit an agency to manage the Town's housing program. Currently, the program includes deed restrictions for which the Town, or its designee, is responsible for administering.

A key objective of this project is to develop the regulations that will guide the development of further administrative policies and program guidelines. The intent is that whatever regulations come out of this process will be further expanded once the administrative agency is identified.

For the purposes of the August 27th meeting, we want to focus on two key regulatory elements:

1. Method for calculating affordable housing mitigation measures, and
2. Methods for achieving compliance.

The purpose of these two concepts is to establish the quantity of affordable housing required and how a developer can create affordable housing based on that value. Another aspect in need of consideration is the location and administration of these regulations. Communities reviewed for this task have not all adopted the calculation method into a land use code nor is the affordable housing program always administered by the local planning department. As part of establishing this affordable housing requirement consider the forthcoming agency's responsibility in rolling out these requirements.

MITIGATION MEASURES

Three mountain communities were closely analyzed to determine their affordable housing requirements for new developments. In all cases, the community developed equations based on independent factors that equate to a final quantity of required affordable housing. They differed, however, in the type of measure, whether the measure was a number of dwelling units or total square footage. One other measure to consider could be number of bedrooms.

In all cases, the equation is generally the same:

Measure of Impact:

The reviewed measures of impact are generally based on the number of jobs that the proposed development is anticipated to create. This is a factor that is determined by the locality and can be based on broad categories such a Residential, commercial and industrial or be more specific such as Single-Family Homes, Multi-Family Homes, retail, lodging, restaurants, etc. This number is then multiplied by a factor to identify the number of housing units that each job generates. This becomes the "measure of impact".

We would like to hear from the Planning Commission on what factors impact the number of jobs and/or dwelling units necessary to address affordable housing needs within the Town.

Mitigation Rate:

Within the equation, mitigation rates are included to overall reduce the burden of requiring affordable housing with most development types. Calculating housing needs can be based on a number of concepts, such as using job and household generation rates to determine the number of affordable dwelling units required or focusing on income thresholds in terms of Area Median Income (AMI).

At this point in the equation, we look at the use(s) being proposed to calculate the amount of housing the proposed development would need to provide to satisfy their impact on the local housing stock. This, again, can take on a number of shapes such as land use. This mitigation factor is multiplied by the impact to generate the required mitigation measure.

As you can see in the attached peer community samples, these can be:

1. Commercial Uses with a 40% mitigation rate
2. Multifamily with a 90% mitigation rate
3. Residential (<80% AMI) with a 30% mitigation rate

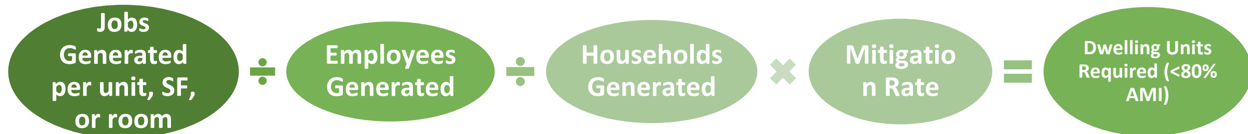
Peer Communities Mitigation Comparison

Town of Telluride

The mitigation calculation is contained within the Zoning article of Telluride's Land Use Code administered by the Town, administrative procedures are within the housing authority. Telluride's affordable housing calculation is based on employees generated by any use.

Town of Mt. Crested Butte

The mitigation calculation is contained within the Affordable Housing Guidelines and administered by the local housing authority. Calculation is based on specific use categories and Area Median Income (AMI): Commercial, Residential, and Accommodations



Eagle County

Affordable housing regulations are completely contained within Guidelines and administered by the local housing authority. Calculation is based on square footage or quantity of units for residential development or percentage of employees generated by nonresidential development.

METHODS TO ACHIEVE COMPLIANCE

Upon determining the mitigation measure that is required for a specific development, this section seeks to provide a prioritized list of strategies or methods to meet this mitigation measure. Developer must include the required mitigation within their proposed development plans. This section introduces six compliance methods which developers can choose that align with Ridgway's affordable housing objectives:

1. Construction of unit(s) on the site on which the development is proposed.
   a) This refers to developments compliant with affordable housing requirements completely on-site, typically in the form of providing all required units.
   b) It is not anticipated this option will be utilized often and it will likely need to be paired with other methods based on how unit requirements are calculated.
2. Construction of unit(s) within the Town or provided such, site or structure has been previously deed-restricted to affordable housing, public or private, including the Town or County.
   a) Due to numerous potential difficulties, such as ownership, this option is discouraged. Could require approval by an authority or board, such as the Town Council.
3. Construction of units outside of the Town.
   a) Such sites, land, or structure is not encumbered by deed-restriction or development requirements that prevents affordable housing.
   b) Due to numerous potential difficulties, this option is strongly discouraged. Could require approval by an authority or board, such as the Town Council.
4. Payment or Fee-in-Lieu

- This does not provide affordable housing at all and can be used to fully replace providing affordable housing or a combination of other methods of compliance. We anticipate this will be the most utilized option so consider a maximum value allowed for fee-in-lieu.
- The fee payment is based on the amount required for affordable housing. Formula to determine should be based on the affordability gap, the difference between value of affordable unit and market rate unit per square foot. Values will likely need to be updated annually. An administrative fee could be utilized in addition to payment to offset administrative burden.

5. Conveyance of Land
    - Transfer ownership of lots to builders or the developers can donate land to the municipality.
    - Such land is not encumbered by deed-restriction that prevents affordable housing. The land should have numerous aspects suitable for housing development, such as it being able to provide all required housing units, multiple transportation options to job centers, suitable soil and drainage, and free of hazards.
6. Deed restricted, price-capped rental and for-sale housing provided by developer.
    - The concept is that a developer could already have existing development elsewhere that gets revised with a deed-restriction or taken off market.
    - Home is subject to deed restriction regardless of sale/rental. Deed restriction could also limit occupancy by eligible households, maximum resale values, and time of compliance with affordable housing guidelines.
    - Eagle County considers this option for 100% - 140% AMI households for price-capped for sale housing and 80% - 100% AMI for price-capped rental housing.

CONCLUSION

The intent of this memo, and our discussion on July 30th, is to discuss these topics related to affordable housing methods and answer the following questions pertaining to affordable housing mitigation.

1. What are inputs for affordable housing required calculation (Measure of Impact)?
2. What will have a mitigation rate?
3. What is the measurement created by the calculation (Mitigation Measure)?
4. How will developers comply with the measurement created? Which should be prioritized?

ATTACHMENTS

1. Sample Community Affordable Housing Calculations.

Review of Existing Calculation Methods

This section considers the equations utilized to determine how much affordable housing is required based on the parameters of any proposed development. Below are three examples of the calculation method based on other mountain communities.

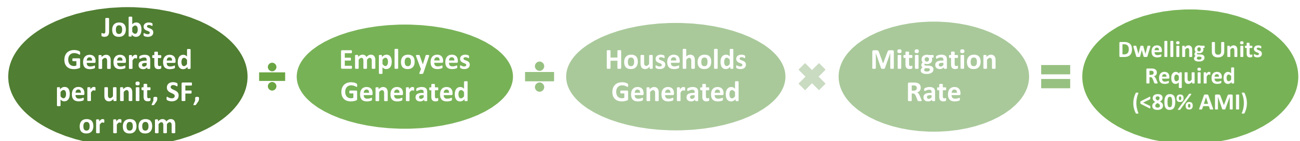
A. Telluride Calculation of Minimum Affordable Housing Requirements:

1. Regulation is contained within the Zoning article of Telluride's Land Use Code administered by the Town, administrative procedures within the housing authority.
2. Telluride's affordable housing calculation is based on employees generated by any use.

3. Telluride's Adopted Employee Generation Rate:
   (a) Commercial/Public Facility Uses = 4.5 employees per 1,000 SF of net floor area
   (b) Hotels and Accommodation Uses = 0.33 employees per unit
   (c) Multifamily Dwelling and Mixed-Use Residential = 0.33 employees per dwelling unit
   (d) One- and Two-Family Dwellings = Approx. 0.07 + 0.11 per 1,000 SF of GFA
   (e) Other = Independent Calculation (Recommendation by Housing Authority Committee, Approval by PC)
4. Required percentage mitigation percentage is as follows:
   (a) Commercial Uses = 40%
   (b) Multifamily = 90%
   (c) Accommodation = 90%
   (d) Single Family and Duplex = 90%
   (e) Hotel = 40%
   (f) Other = Independent Calculation (Recommendation by Housing Authority Committee, Approval by PC)

B. Mt. Crested Butte Community Housing Calculation Formulas:

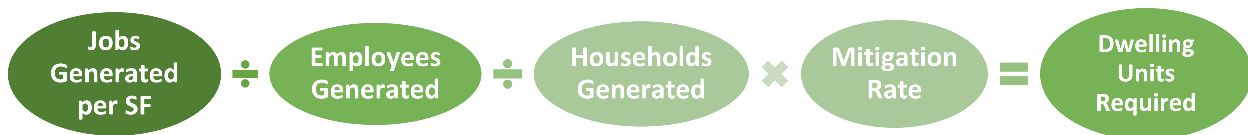
1. Regulation is contained within the Affordable Housing Guidelines and administered by the local housing authority. The Code of Ordinances references compliance with guidelines in a separate chapter focused on Community Housing. Town Manager is responsible for updating the Guidelines annually.
2. Calculation is based on specific use categories and Area Median Income (AMI): Commercial, Residential, and Accommodations



3. Mt. Crested Butte's Generation Rates:
   (a) Commercial (<80% AMI) = 2.9 jobs per 1,000 SF; 1.3 jobs per employee; 1.8 employees per dwelling unit
   (b) Accommodation Uses (<80% AMI) = 0.5 jobs per room; 1.3 jobs per employee; 1.8 employees per dwelling unit
   (c) Residential (<80% AMI) = < 2000 SF = 0.12 Full Time Employee (FTE), 2,001-4,500 SF = 0.19 FTE, 4,501 SF or more = 0.48 FTE; 1.8 employees per dwelling unit
   (d) Residential (80% - 120% AMI) = Apply mitigation rate to total units.
4. Required percentage mitigation percentage is as follows:
   (a) Commercial Uses = 15%
   (b) Accommodation = 25%
   (c) Residential (<80% AMI) = 30%
   (d) Residential (81% - 120% AMI) = 15%

C. <u>Eagle County</u>

1. Affordable housing regulations are completely contained within Guidelines and administered by the local housing authority. Development regulations reference affordable housing with regards to application submittal, comprehensive plan compliance, and incentives for development.
2. Calculation is based on square footage or quantity of units for residential development or percentage of employees generated by nonresidential development.



3. Eagle County Generation Rates (All rates assume 1.2 jobs per employee, 1.8 employees per household with less than 140% AMI):
   (a) Bar/Restaurant = 8.7 jobs per 1,000 SF
   (b) Construction = 5.4 jobs per 1,000 SF
   (c) Education = 1.3 jobs per 1,000 SF
   (d) Office (Finance, Banks, Legal, Medical, Prof. Services) = 3.7 jobs per 1,000 SF
   (e) Government = 1.8 jobs per 1,000 SF
   (f) Real Estate/ Property Mgt = 6.1 jobs per 1,000 SF
   (g) Retail Sales = 3.0 jobs per 1,000
   (h) Personal Services = 1.9 jobs per 1,000 SF
   (i) Recreation and Amusement = 5.5 jobs per 1,000 SF
   (j) Utilities = 1.4 jobs per 1,000 SF
   (k) Other = 2.8 jobs per 1,000 SF (BOCC Approval)
   (l) Residential = Apply mitigation rate to total unit or square footage
4. Required percentage mitigation percentage is as follows:
   (a) Non-Residential = 45%
   (b) Residential = 25% of total units or 15% of total residential square footage
   (c) Mixed-Use = Lesser rate between residential and nonresidential.

AGENDA ITEM #6

To:	Town of Ridgway Planning Commission
Cc:	Preston Neill, *Ridgway Town Manager* Angie Kemp, AICP, *Ridgway Sr. Planner*
From:	TJ Dlubac, AICP, *CPS, Contracted Town Planner*
Date:	September 20, 2024
Subject:	2025 Planning Projects

Around this time last year, the Planning Commission evaluated the list of planning projects and code updates recommended in conjunction with the 2023 RMC updates. While we've mentioned it for a few meetings now, we wanted to provide the Planning Commission with the project list (attached) to review and consider priorities.

We do not anticipate discussing these projects at the September Planning Commission meeting but wanted to provide the Commissioners with adequate time to review and consider projects to request the Town Council fund in 2025.

Of note, on this list, some of these items have already been addressed such as:

- Accessory Dwelling Units
- Parking Standards
- Definition of ADU
- Affordable Housing is in progress.

ATTACHMENTS:

1. *Future Land Use Considerations* Table dated July 9, 2023

The following table identifies the groups or topics which should be further explored by the Planning Commission, Town Council, Planning Commission, Town Staff, or a combination of them. As an outcome of the Chapter 7 update to address the development review and approval process, this list was compiled to assist in identifying annual and multi-year work plans.

This version was categorized by groups discussed with the Planning Commission at their June 27th meeting. The listing is organized by the Planning Commission's suggested priority.

Code Citation	Title	Comment	CPS Specific Comment
Group 1: Technical Updates			
General	Fines	These are throughout Chapter 7. Town Council should consider if the stated fines are up-to-date	
General	Public Notice requirements	For all application types, consider adding a public notice requirement for mailings to property owners within a certain distance from subject property	This comment raised by public 4.2023
General	Approval Criteria	Update approval criteria to be consistent and appropriate.	
General		Ensure that there is clarity as to when a Reso/Ordinance should be used	
7-1-5	Adequate Public Water Supply	Town Staff has requested this section get a full re-write in the future	
7-4-1(D)	Zoning Regs and Zoning Map	These shouldn't be tied together way stated in Code. Town may consider modifying language	This comment raised by public 4.2023
7-4-2	Zoning Map	Comment made that new zoning map needed	
Group 2: Affordable Housing			
7-4-6(A)	Accessory Dwelling Units	PC brought up confusion surrounding ADUs being used as STRs. Consider (F)(12) rolling into (H) and (F) stating that STRs not allowed. Does (F)(12) take those units out of ADU designation?	CPS did not evaluate this since not directed to re-write sections at this point in time. However, agree completely that this needs to be analyzed and potentially re-written in future. PC and CPS recommend discussion seemed to be in agreement that ADUs should not be allowed to be an STR.

Code Citation	Title	Comment	CPS Specific Comment
7-4-6(E)	Employee Housing	Have there been any problems with employee housing regulations/licensing in Ridgway? If so, modify this section. If not, leave this section as is	CPS recommends that all lodging/residential/occupancy uses should be analyzed to be in conformance with what the Town's needs are and what current definitions are
7-4-6(M)	Parking Standards	PC noted that they are looking forward to a re-write of this section in the future. A lot of newer parking trends the Town can consider	PC requested this be made a priority for future revisions
7-4-6(N)	Short-Term Rental Regulations	Have there been any problems with STR regulations/licensing in Ridgway? If so, modify this section. If not, leave this section as is	CPS recommends that all lodging/residential/occupancy uses should be analyzed to be in conformance with what the Town's needs are and what current definitions are
7-6-2(B)	PUD Standards	Consider elaborating on affordable terms. May want to include "Attainable" and "Workforce Housing. Consider putting a connection between AMI and Workforce %, Affordable %, and Attainable %	PC noted that 7-6-2(B)(2)(a) would require 25% housing units within a PUD to be restricted. It was acknowledged this is a good starting point and to be sure to link this to housing discussions that occur with Town in future
7-7	Affordable Housing	Consider refining the concepts drafted in the unadopted Section 7: Affordable Housing to establish a program, standards, incentives, and rules around affordable housing development in the Town.	
Group 3: Streets, Blocks, and Alleys			
7-4-6(M)	Parking Standards	PC noted that they are looking forward to a re-write of this section in the future. A lot of newer parking trends the Town can consider	PC requested this be made a priority for future revisions
7-4-8(H)	ROW Landscape Standards	Evaluate the impact requiring street trees has given that water is short and if (when) street landscaping dies, it isn't replaced and only a metal grate with a hole remains.	There are benefits to street trees that should be considered. Evaluate/update code to require adjacent property owner responsible for replacement (Maybe BID/Main St. program downtown?)

Code Citation	Title	Comment	CPS Specific Comment
7-5-4(C)(13)	Streets, Alleys, Blocks	Section could use an update and consideration should be given to narrower streets to encourage slower speeds	
Group 4: Lodging Provisions			
7-4-6(C)	Bed and Breakfast Operations	Has there been any problems with B&Bs in Ridgway? If so, consider adding more standards to this. If not, leave this section as is. Or, reevaluate all lodging type uses and consider if B&Bs needed with STRs	CPS recommends that all lodging/residential/occupancy uses should be analyzed to be in conformance with what the Town's needs are and what current definitions are
7-4-6(E)	Employee Housing	Have there been any problems with employee housing regulations/licensing in Ridgway? If so, modify this section. If not, leave this section as is	CPS recommends that all lodging/residential/occupancy uses should be analyzed to be in conformance with what the Town's needs are and what current definitions are
7-4-6(I)	Manufactured Homes	General re-write needed of this section. Seems to be confusing information that should be elaborated on with regards to differentiating between definitions with regards to mobile homes, manufactured homes, double wides, travel homes, RVs, etc.	CPS recommends that all lodging/residential/occupancy uses should be analyzed to be in conformance with what the Town's needs are and what current definitions are
7-4-6(P)	Use and Location of Travel Homes	Has there been problems with travel homes in Ridgway? If so, consider adding more standards to this. If not, leave this section as is	CPS recommends that all lodging/residential/occupancy uses should be analyzed to be in conformance with what the Town's needs are and what current definitions are
7-9	Definitions	Consider re-evaluating, combining, or removing "Bed & Breakfast", "dwelling, co-housing development"	Evaluate all lodging related terms and remove contradictions, and overlaps.
Group 5: PUD Provisions			
7-6	PUD Major and Minor Amendments	Consider allowing amendments to be initiated by a member of a PUD, and not require all owners within a PUD consent (and add public notice mailings so they are notified)	This comment raised by public 4.2023

Code Citation	Title	Comment	CPS Specific Comment
7-6-2(B)	PUD Standards	Consider elaborating on affordable terms. May want to include "Attainable" and "Workforce Housing. Consider putting a connection between AMI and Workforce %, Affordable %, and Attainable %	PC noted that 7-6-2(B)(2)(a) would require 25% housing units within a PUD to be restricted. It was acknowledged this is a good starting point and to be sure to link this to housing discussions that occur with Town in future
7-6-2(B)	PUD public benefits	Consider allowing for a broader range of public benefits (housing, cultural or arts venues, etc.)	This comment raised by public 4.2023
Group 6: Architectural Design Standards			
7-4-9	Residential Design Standards	Staff recommends modifications to this section to ensure what Town wants	
7-4-10(D)	Historic Business Design Guidelines	Consider requiring the first floor of new or redeveloped buildings to be commercial uses within a set distance of the building front to improve downtown vitality and activity	This comment raised by public 4.2023
7-4-11	Industrial Design Standards	Town should further analyze the new standards created in February 2023 and ensure adequate to meet Town's needs	
Group 7: Zoning & Land Use			
7-4-4(A)	Establishment of Districts	Evaluate Zoning Districts to determine if they are appropriate. PC suggested adding a more rural residential district to address Vista Terrace and other more rural subdivisions on the edge of Ridgway.	
7-4-4(N)	Uncompahgre River Overlay District	PC brought up need for this zone district to be relooked at in entirety	PC requested this be made a priority for future revisions
7-4-4(O)	Land Use Table	Analyze all uses and ensure uses are permitted where Town thinks are adequate for each zone district. For example: Consider allowing Live Work Dwellings in more zone districts.	PC specifically requested the MR district be looked at and consider adding more service type uses and also consider adding Arts & Crafts studio in more places

Code Citation	Title	Comment	CPS Specific Comment
Group 8: Standards to Evaluate			
7-4-5(O)	Telecommunication Antenna and Tower Regulations	This needs to be amended in future to bring into compliance with small cell regulations and other FCC regulations	
7-4-6(H)	Home Occupations	May want to distinguish more between home offices and home occupations. More standards could be added if Town wanted (customer and/or delivery trips to unit, outdoor storage, etc.). Home offices could be use category permitted as an accessory use everywhere	
7-4-6(K)	Outdoor Lighting Regulations	Have there been any problems with sign regulations/licensing in Ridgway? If so, modify this section. If not, leave this section as is	
7-4-6(L)	Outdoor Storage	Basic information was brought in February 2023. The town should consider adding further standards for outdoor storage regulations	
7-4-7	Sign Regulations	Any updates planned?	
7-9	Definitions	Consider looking at "gross floor area". This probably cannot be modified as matches UBC definition. However, the PC suggested that "livable space" be added as a definition and that referred to throughout Article 4 when referencing items such as ADU 800 sq. ft. limit	PC raised concern that measuring from external walls reduces the livable space if more energy efficiency is utilized with construction equaling thicker walls
7-9	Definitions	Consider further evaluation of new terms added in February 2023, and add further standards: brewery, microbrewery, distillery and brewpub	
7-9	Definitions	"Cluster Development" needs better definition and standards inserted for clarity	
7-9	Definitions		Consider adding "Greenhouse, Personal" and allowing them by right where residential uses are permitted.
7-9	Definitions	Consider deleting and/or re-evaluating "B&B", "nursing home", "dwelling, co-housing development", "nursing homes", "tavern", "Private and Fraternal Clubs". Outdated terms	

Code Citation	Title	Comment	CPS Specific Comment
Group 9: General Comments/Suggestions			
General Comment		Consider having the PC approve Master Plans. Currently PC recommends to TC. Comment raised by PC	
General Comment			PC could evaluate the Ridgway Master Plan annually to ensure vision, goals, actions and strategies are still aligned with where the community is headed.

AGENDA ITEM #7

PLANNING COMMISSION

MINUTES OF THE REGULAR MEETING

AUGUST 27, 2024

CALL TO ORDER

The Planning Commission convened both in-person at 201 N. Railroad Street, Ridgway, Colorado and via Zoom Meeting, a virtual meeting platform, pursuant to the Town's Electronic Participation Policy.

The Chairperson called the meeting to order at 5:30 p.m. Commissioners Foyster, Petruccelli, Mayor Clark, Mayor Pro Tem Meyer and Chairperson Montague were in attendance. Commissioners Liske and Nelson were absent.

INTRODUCTION

1. Introduction of Senior Planner for the Town of Ridgway

   The Planning Commission welcomed newly hired in-house Senior Planner, Angela Kemp who was introduced by Town Manger Neill.

PUBLIC HEARING

2. Ordinance No. 03-2024 Amending Section 7-4 "Zoning Regulations" of the Ridgway Municipal Code (RMC)

   Staff Report dated August 23, 2024, and Power Point Presentation dated August 27, 2024, providing background, analysis and staff recommendation prepared by TJ Dlubac, AICP and Max Garcia, AICP of Community Planning Strategies, LLC.

   Planner Garcia presented the final draft for Ordinance No. 03-2024 and noted "accessory dwelling units are part of the solution to address housing affordability in Ridgway." He summarized the updates that will occur with the new Ordinance as follows: RMC Section 7-4-6(A) Accessory Dwelling Units will be reorganized into the following sections: General Provisions, Dimensional and Design Standards, Incentives, Ownership, Occupancy and Utilities. Other updates will include allowed ADU use with duplex and tri-plex structures, and modification of allowed quantities of ADU's based on parcel square footage. Statements to clarify intent of ADU construction, site plan reviews for parcels that results in 2 or more ADU's, framework for pre-approved ADU construction, an increase to the maximum size for an ADU, adjusted internal square footage measurement standards; incentives for landscaping, construction materials, and unit affordability will be added, and rental requirements have been modified to accommodate the seasonal workforce .

The Chairperson opened the hearing for public comment.

   Beth Lakin, Sheldon Kerr and Jake Niece did not agree with the owner occupancy requirements and suggested that provision be removed.

Kevin O'Hara referred to a publication from the American Association of Retired Persons (AARP) that stated ownership requirements are not an effective way to control rent.

Jim Nowak spoke in favor of owner occupancy requirements.

The Chairperson closed the hearing for public comment.

The Commissioners discussed the owner occupancy provisions with the Town Manager and Planner Dlubac. The Planner clarified that the owner occupancy requirements have not changed with this code update.

ACTION:

Commissioner Petruccelli moved to recommend approval of Ordinance 03-2024 to the Town Council as submitted with the condition that the Planning Commission shall review the owner occupancy requirements within one year, or when Staff presents new information for consideration. Mayor Pro Tem Meyer seconded the motion, and it was unanimously passed on a roll call vote.

3. Ordinance No. 04-2024 Amending Section 7-4 "Zoning Regulations" of the Ridgway Municipal Code Relating to Parking Standards

Staff Report dated August 27, 2024, and Power Point Presentation dated August 27, 2024, providing background, analysis and staff recommendation prepared by TJ Dlubac, AICP and Max Garcia, AICP of Community Planning Strategies, LLC.

Mr. Garcia presented the final draft for Ordinance 04-2024. He reviewed the updates with the Commissioners via Power Point presentation. Garcia noted that "updating parking standards is a solution to improve the transportation infrastructure related to site development." The Planner summarized the updates to the Municipal Code which will include an overall reduction in the parking requirements based on zoning districts. Stacking requirements for specific uses, requirements and provisions for shared parking plans and electric vehicles have been added, and the update also expands the existing bicycle parking requirements and adds handicap parking standards, the Planner concluded.

The Planning Commission agreed to the updates as presented.

ACTION:

Mayor Pro Tem Meyer moved to recommend approval of Ordinance 04-2024 to the Town Council; an Ordinance of the Town of Ridgway, Colorado, amending Section 7-4 "Zoning Regulations" of the Ridgway Municipal Code regarding Parking Standards, finding that the criteria set forth in RMC Section 7-4-3(D)(3) have been met. Commissioner Foyster seconded the motion, and it passed unanimously on a roll call vote.

GENERAL BUSINESS

4. Presentation and Discussion Regarding Analysis Related to the Economic Implications of Ridgway's Land Use Mix

Economic Implications of Land Use Summary Memorandum, Working Draft dated August 23, 2024, prepared by Elliott Weiss, Principal for Economies of Place.

Mr. Weiss presented the memorandum to the Planning Commission which included forecasts for the Town's future in the areas of population growth, housing and land supply, and employment growth. Scenarios based on the forecasts were included in the report. He explained the report will provide a better understanding of how the Town is likely to grow, and how well the land use portfolio aligns with that anticipated growth. He noted the fiscal contribution of commercial properties, advised that future land use plans for vacant parcels should not be considered as 100% residential uses, and recommended strategic expansion of the Industrial Park.

The Commissioners discussed the report with Mr. Weiss and Mr. Dlubac.

5. Presentation and Discussion for Affordable Housing

Staff Report dated August 27, 2024, and Power Point Presentation dated August 27, 2024, providing background, analysis and staff recommendation prepared by TJ Dlubac, AICP and Maz Garcia AICP of Community Planning Strategies, LLC (CPS)

During the May Planning Commission Work Session, the Commissioners assigned CPS the task of surveying Colorado mountain communities to see how affordable housing is regulated. TJ Dlubac presented the Staff Report which summarized the research conducted to date. The report presented two concepts that would assist the Town in determining the quantity of affordable housing required and how the developer can create housing based on that value. He proposed a concept for a method to calculate mitigation measures and a concept for a method to achieve compliance. The Planner provided examples of how mitigation methods are measured and calculated in the Communities surveyed.

The Commissioners agreed to review the Staff Report again to consider which mitigation method might be compatible with he Town's goals and provide the Planners with feedback at the September Regular Planning Commission Meeting.

APPROVALOF THE MINUTES

6. Approval of the Minutes from the Meeting of July 30, 2024

ACTION:

Mayor Pro Tem Meyer moved to approve the Minutes from July 30, 2024. Commissioner Montague seconded the motion, and it was carried on a roll call vote with Mayor Clark abstaining.

OTHER BUSINESS

7. Updates From Planning Commissioners

The Commissioners discussed how repeated preliminary plat extensions may be problematic since conditions change over time.

The Town Manager asked the Commissioners to consider the 2025 work projects for discussion at the September Regular Meeting.

ADJOURNMENT

The meeting was adjourned at 8:15 p.m.

Respectfully submitted,

Karen Christian
Deputy Clerk