

**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, February 3, 2020 at 6:00 p.m. at the Fairplay Town Hall Meeting Room
901 Main Street, Fairplay Colorado**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. CONSENT AGENDA** *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. APPROVAL OF MINUTES** –January 6, 2020.
 - B. APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of \$124,328.43.
- VI. CITIZEN COMMENTS**
- VII. PRESENTATION**
 - A.** Presentation by South Park Christian Chapel of Donation for Bullet Proof Vests.
- VIII. UNFINISHED BUSINESS**
 - A.** Other Discussion Items
- IX. NEW BUSINESS**
 - A.** Presentation and discussion regarding the 501 Main Street Adaptive Reuse/Feasibility Study.
 - B.** Discussion/Direction regarding contract for Fairplay Monument Sign Project.
 - C.** Should the Board Approve a Contract to sell 525 Hathaway Street to the South Park Health Service District?
- X. BOARD OF TRUSTEE AND STAFF REPORTS**
- XI. ADJOURNMENT**

Upcoming Meetings/Important Dates

Presidents Day (Board of Trustees Meeting Cancelled)	February 17, 2020
Mountain Mardi Gras Celebration	February 22, 2020
Regularly Scheduled Meeting of the Board of Trustees	March 2, 2020
Regularly Scheduled Meeting of the Board of Trustees	March 16, 2020

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, January 30, 2020.

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
January 6, 2020**

CALL TO ORDER REGULAR MEETING OF THE BOARD OF TRUSTEES

The regular meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:00 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just who proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Paul Kemp and Cindy Bear (Trustee Stapp absent). Also in attendance were Town Administrator/Clerk Tina Darrah, Town Treasurer Kim Wittbrodt, Town Attorney Paul Wisor, Chief of Police Marcus Woodward, Public Works Director Jim Brown, Assistant Town Administrator Mason Green and Deputy Clerk Sarah Ernst.

AGENDA ADOPTION

Motion #1 by Trustee Dodge, seconded by Trustee Bear, that the agenda be adopted. Motion carried unanimously. (Trustee Stapp absent).

CONSENT AGENDA (*The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.*)

- A. **APPROVAL OF MINUTES** – December 2, 2019
- B. **APPROVAL OF EXPENDITURES** – Approval of bills of various Town Funds in the amount of \$55,331.89

Motion #2 by Trustee Dodge, seconded by Trustee Bear, that the Consent Agenda be adopted as amended. A roll call vote was taken: Dodge - aye, Just – aye, Kemp – aye, Bear – aye. Motion carried unanimously. (Trustee Stapp was absent).

PROCLAMATION

A Proclamation by Mayor Just Nominating the 2020 Mardi Gras King and Queen Candidates

Mayor Just introduced the topic stating that Mardi Gras Event will be held on February 22nd. Two of the nominated couples were present; Ammie and Scott Sanborn and Deann and Phil Brogan, while Jenn and Eric Witzak were unable to attend due to weather.

Mayor Just explained the Mardi Gras King and Queen Nomination process and read the proclamation. The nominees present accepted the nominations. Mayor Just thanked those agreeing to be the nominees for Mardi Gras King and Queen. Each couple will raise funds for a local non-profit. The Sanborn's chose Rocky Mountain Rural Health as their non-profit, the Brogan's chose South Park Food Bank and the Witzak's chose Boy's and Girl's Club. All funds raised will go to the non-profit chosen by the couple even if they are not the winners.

CITIZEN COMMENTS

Rev. David Michael Smith spoke regarding the new "Red Flag" gun law. Rev. Smith expressed his thoughts on the topic, explaining that he thought it was unconstitutional and dangerous to law enforcement.

UNFINISHED BUSINESS

Other discussion items

No unfinished business and no other discussion items were offered.

NEW BUSINESS

Should the Board Approve Adoption of Ordinance No. 1, Series 2020, entitled, "AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, PROVIDING FOR THE HEALTH, SAFETY, AND PUBLIC WELFARE OF THE TOWN BY RESTRICTING THE SALE OF DOGS AND CATS BORN OR RAISED IN INHUMANE BREEDING FACILITIES."?

Town Attorney Wisor introduced the topic, stating that Joyce Cohen had presented information to the Board of Trustees at the last meeting regarding this topic. Ms. Cohen was present to address any questions at this meeting. Ms. Cohen shared that the CDC has issued a warning against buying these puppy mill pets due to communicable diseases.

Trustee Kemp asked if this will impact those residents who have a pet that has a litter and then are selling/giving the litter away. Attorney Wisor stated that the ordinance does have exceptions, such as the hobby breeder, which allows individuals to sell or give puppies/kittens away.

Motion #3 by Trustee Dodge, seconded by Trustee Bear, to approve the adoption of Ordinance No. 1, Series 2020, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, PROVIDING FOR THE HEALTH, SAFETY, AND PUBLIC WELFARE OF THE TOWN BY RESTRICTING THE SALE OF DOGS AND CATS BORN OR RAISED IN INHUMANE FACILITIES."**? A roll call vote was taken; Dodge – aye, Just – aye, Kemp – aye, Bear – aye. Motion carried unanimously. (Trustee Stapp absent).

Should the Board Approve Adoption of Resolution No. 1, Series 2020, entitled, **A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING POSTING PLACES FOR MEETING NOTICES."**?

Town Administrator Darrah introduced the topic and explained that this is just a housekeeping issue required by the State Statute, and that the locations will be the same as they were in 2019. Staff recommends approval.

Trustee Dodge requested that the address for the Library be corrected.

Mayor Just opened the floor for questions, there were none.

Motion #4 by Trustee Dodge, seconded by Trustee Kemp, that the Board Approve Adoption of Resolution No. 1, series 2020, as amended, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING POSTING PLACES FOR MEETING NOTICES (with address correction as noted above)."** (Trustee Stapp absent).

Other New Business

No additional new business

BOARD OF TRUSTEES AND STAFF REPORTS

Town Treasurer, Kim Wittbrodt – Said that she is preparing for the upcoming audit.

Public Works Director, Jim Brown – Announced Kathleen White's has given her resignation. To replace Mrs. White, the Town has hired someone who will start in January. The aerator is being replaced at the water plant. Public Works will be ordering No Parking signs to be installed behind 501 Main Street and the bus barn.

Chief of Police, Marcus Woodward – Rick Chapel has resigned. Spoke about the Red Flag law and his concerns. Also explained that the Police Department has to have a Red Flag policy in place and he has been working on it. Marcus said that the Red Flag incidents will be addressed on a case by case basis.

Assistant Town Administrator, Mason Green – Informed the group that one of the Summit Stage buses is now "wrapped" with our marketing and told the Board of Trustees to keep their eyes out for it.

Town Administrator, Tina Darrah – Reminded everyone that the next election is to be in April and that there are three seats open for election, noting that nomination petitions are available as of January 7th and must be returned by January 31st.

She also informed the Board that she had applied for and received a DOLA grant for \$23,000.00 for phase two of the water study.

Town Attorney, Paul Wisor – Explained that he and his associate were working on incorporating the Sanitation District rules into the Town's Code and found issues in regards to the way water and sewer monthly rates and tap fees were being determined. They further found that the Town had not conducted a rate study in over a decade. A brief discussion about the need for a rate study took place. The Board directed staff to talk to engineering firms and get bids for a rate study.

Mayor, Frank Just- Mentioned that the Summit Stage bus has added an additional pick up mid-day route to the schedule and discussed the new chain law for Colorado.

Trustee, Scott Dodge- Mentioned that the sidewalks were very icy. Public Works Director, Brown said that it was a high priority to address the issue.

ADJOURNMENT

Mayor Just, noting that there being no further business before the Board, declared that the meeting be adjourned at 7:10 p.m.

Frank Just, Mayor

ATTEST:

Sarah Ernst, Deputy Town Clerk



MEMORANDUM

TO: Board of Trustees
FROM: Kim Witbrodt, Treasurer
RE: Paid Bill
DATE: 1/28/2020

Agenda Item: Bills

Attached is the list of invoices paid through January 28, 2020.

Total Expenditures: \$124,328.43

Upon motion to approve the consent agenda, the expenditures will be approved.

Please contact me with any questions.

Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
01/15/2020	7311518	Business Solutions Group,	envelopes	1	01/09/2020	72.74	105030
Total 292:						72.74	
01/15/2020	7311519	Caselle, Inc	Software Support	1	12/01/2019	439.50	105060
01/15/2020	7311519		Software Support	2	12/01/2019	439.50	517206
Total 334:						879.00	
01/10/2020	15759	Colorado Mountain News	holiday ads	1	12/31/2019	1,176.76	102000
Total 538:						1,176.76	
01/07/2020	15747	Colorado Municipal League	Membership Dues	1	11/05/2019	958.00	106130
Total 550:						958.00	
01/15/2020	7311523	Colorado Rural Water	Membership dues	1	01/02/2020	275.00	517455
Total 562:						275.00	
01/10/2020	15760	Fairplay Flume	ads	1	12/31/2019	396.01	102000
Total 868:						396.01	
01/10/2020	15757	Ferrellgas	propane-501 main	1	12/17/2019	689.37	102000
Total 916:						689.37	
01/10/2020	15762	Mountain View Waste	2 yd 2 monthly	1	12/31/2019	75.00	102000
Total 1414:						75.00	
01/15/2020	7311529	Pikes Peak Area Council of	annual dues	1	01/02/2020	607.00	105140
Total 1660:						607.00	
01/24/2020	15820	Postal Pros Southwest, Inc	water billing	1	01/07/2020	317.53	517218
Total 1699:						317.53	
01/15/2020	7311532	Town of Fairplay	525 hathaway	1	12/31/2019	171.90	105190
01/15/2020	7311532		23 fuller drive	1	12/31/2019	60.00	105095
01/15/2020	7311532		501 main	1	12/31/2019	303.20	105195
01/15/2020	7311532		850 hathaway	1	12/31/2019	96.00	105188
Total 2134:						631.10	
01/10/2020	15763	United States Postal Service	Bulk Mail - Newsletter	1	01/10/2020	137.72	105130
Total 2158:						137.72	
01/07/2020	15750	USABlueBook	water maint equip	1	01/03/2020	1,184.84	517455
01/07/2020	15750		supplies	1	01/03/2020	223.92	517655

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
01/07/2020	15750		supplies	1	01/03/2020	96.95	517655
01/07/2020	15750		supplies	1	01/03/2019	81.95	517655
01/15/2020	7311533		supplies	1	01/13/2020	105.73	517615
Total 2176:						1,693.39	
01/07/2020	15751	USDA Forest Service	Water Trans Pipeline	1	12/31/2019	150.34	517455
Total 2182:						150.34	
01/24/2020	15823	Verizon Wireless	Phones and air cards	1	01/01/2020	342.83	105455
Total 2212:						342.83	
01/15/2020	7311534	Xcel Energy	street lights	1	01/02/2020	196.80	105640
Total 2296:						196.80	
01/15/2020	7311516	285 Towing	tow car from 850 hathaway	1	01/09/2020	85.00	105630
Total 2321:						85.00	
01/24/2020	15811	Darrah, Tina	Cell Phone	1	01/23/2020	50.00	105065
Total 2462:						50.00	
01/09/2020	15753	AmeriGas	Propane	1	01/09/2020	5,007.13	105186
Total 2468:						5,007.13	
01/24/2020	15808	CIRSA	deductible for claim	1	01/15/2020	500.00	105420
01/15/2020	7311520		liability ins	1	01/01/2020	11,315.88	517340
01/15/2020	7311520		liability ins	2	01/01/2020	16,973.82	106115
01/15/2020	7311520		liability ins	3	01/01/2020	8,394.47	105497
01/15/2020	7311520		equip insurance	1	01/01/2020	664.88	517340
01/15/2020	7311520		volunteer insurance	2	01/01/2020	206.25	105150
01/15/2020	7311520		Workman's Comp	1	01/01/2020	730.00	105014
01/15/2020	7311520		Workman's Comp	2	01/01/2020	46.00	105314
01/15/2020	7311520		Workman's Comp	3	01/01/2020	12,210.00	105414
01/15/2020	7311520		Workman's Comp	4	01/01/2020	5,741.00	105614
01/15/2020	7311520		Workman's Comp	5	01/01/2020	5,517.00	517014
Total 2490:						62,299.30	
01/10/2020	15755	CARD SERVICES	Supplies	1	01/01/2020	9,819.30	102000
Total 2503:						9,819.30	
01/24/2020	15819	Mountain Grown Gardens,	Bloom Baskets	1	01/20/2020	2,612.50	105134
Total 2517:						2,612.50	
01/24/2020	15822	Susan Dunn	summit stage design	1	01/15/2020	933.00	102000
Total 2605:						933.00	
01/07/2020	15745	CenturyLink	7198362622355B	1	12/19/2019	480.66	105065

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
01/07/2020	15745		7198362445	1	12/19/2019	111.36	517226
01/07/2020	15745		acct 719-836-4609 502B	1	12/19/2019	62.03	517470
01/07/2020	15745		alarm line-525 Hathaway	1	12/19/2019	47.51	105190
01/07/2020	15745		acct 82239760	1	12/23/2019	23.06	105065
Total 2614:						724.62	
01/15/2020	7311530	PR Diamond Product	saw blades	1	01/14/2020	565.00	105630
Total 2632:						565.00	
01/24/2020	15824	Wittbrodt, Kim	cell phone reimb	1	01/23/2020	50.00	105065
Total 2655:						50.00	
01/15/2020	7311528	ICMA Retirement Co	plan fee	1	01/07/2020	77.50	105002
01/15/2020	7311528		plan fee	2	01/07/2020	2.50	105302
01/15/2020	7311528		plan fee	3	01/07/2020	50.00	105602
01/15/2020	7311528		plan fee	4	01/07/2020	120.00	517002
Total 2686:						250.00	
01/09/2020	15754	DeBonis, Tess	headstone deposit	1	01/09/2020	300.00	102290
Total 2714:						300.00	
01/15/2020	7311522	Colorado Natural Gas Inc.	525 hathaway	1	01/06/2020	428.52	105190
01/15/2020	7311522		sewer treatment plant	1	01/06/2020	2,508.84	517680
01/15/2020	7311522		san office	1	01/06/2020	295.58	517234
01/15/2020	7311522		natural gas	1	01/06/2020	241.56	105023
01/15/2020	7311522		natural gas-shop	1	01/06/2020	933.74	105650
Total 2728:						4,408.24	
01/24/2020	15805	ASCAP	license fee	1	01/01/2020	363.00	105150
Total 2735:						363.00	
01/24/2020	15817	Mead, Vaughn	cell phone reimb	1	01/23/2020	25.00	517226
01/24/2020	15817		cell phone reimb	2	01/23/2020	25.00	105645
Total 2739:						50.00	
01/24/2020	15816	Kasper, Gerrits	cell phone reimb	1	01/23/2020	50.00	105645
Total 2747:						50.00	
01/15/2020	7311531	Shamrock Security Service	security system 901 main	1	01/02/2020	120.00	102000
Total 2752:						120.00	
01/24/2020	15818	Mobile Record Shredders	record shredding	1	01/15/2020	12.00	105030
Total 2793:						12.00	
01/07/2020	15746	Chaffee County Wash	6 yd weekly	1	01/01/2020	100.00	105023
01/07/2020	15746		6 yd weekly	2	01/01/2020	100.00	105650

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2801:						200.00	
01/24/2020	15807	Bullock, Julie	cell phone reimburse	1	01/23/2020	50.00	105065
Total 2812:						50.00	
01/24/2020	15810	Colorado Analytical L b	waste water testing	1	01/15/2020	380.00	517665
01/15/2020	7311521		water testing	1	01/13/2020	23.00	517475
Total 2864:						403.00	
01/15/2020	7311524	Cummins Rocky Mountain,	repairs	1	01/14/2020	930.00	517655
01/15/2020	7311524		repairs	1	01/14/2020	1,140.00	517655
Total 2866:						2,070.00	
01/24/2020	15814	In Compliance Products, In	labor poster	1	01/10/2020	25.00	105070
01/24/2020	15814		labor poster	1	01/10/2020	25.00	517214
Total 2872:						50.00	
01/10/2020	15758	Shirley Septic Pumping, In	cohen park	1	12/27/2019	133.00	102000
Total 2893:						133.00	
01/07/2020	15749	Rise Broadband	internet	1	01/01/2020	105.36	517226
Total 2900:						105.36	
01/10/2020	15756	Fairplay Auto Supply	supplies	1	12/27/2019	242.09	102000
Total 2948:						242.09	
01/15/2020	7311517	Bank Midwest	loan payment	1	01/15/2020	12,995.09	105895
Total 3086:						12,995.09	
01/07/2020	15748	Lexipol, LLC	1 yr support	1	12/01/2019	2,304.00	105465
Total 3096:						2,304.00	
01/15/2020	7311526	Green, Mason	mileage to get toner	1	01/15/2020	24.41	105070
01/24/2020	15813		cell phone reimburse	1	01/23/2020	50.00	105065
Total 3175:						74.41	
01/15/2020	7311527	Hunn Planning & Policy, LL	planning fees	1	01/13/2020	425.00	102000
Total 3183:						425.00	
01/24/2020	15806	Brown, Jimmy	cell phone reimburse	1	01/23/2020	25.00	517226
01/24/2020	15806		cell phone reimburse	2	01/23/2020	25.00	105645
Total 3199:						50.00	
01/15/2020	7311525	DHM Design	entry sign design	1	01/13/2020	6,733.50	102000

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3254:						6,733.50	
01/10/2020	15761	Garfield & Hecht, P.C	legal	1	11/30/2019	370.00	102000
Total 3270:						370.00	
01/24/2020	15815	Infinity Certified Welding	equipment repair	1	01/20/2020	285.55	105625
Total 3297:						285.55	
01/24/2020	15812	Ernst, Sarah	cell phone reimburse	1	01/23/2020	50.00	105065
Total 3313:						50.00	
01/24/2020	15809	Clark, Sean	cell phone reimburse	1	01/23/2020	25.00	105645
01/24/2020	15809		cell phone reimburse	2	01/23/2020	25.00	517226
Total 3328:						50.00	
01/24/2020	15804	A-C Concrete & Materials	salt/sand	1	12/27/2019	1,114.75	102000
Total 3378:						1,114.75	
01/24/2020	15821	Public Agency Training Co	training	1	01/15/2020	325.00	105424
Total 3389:						325.00	
Grand Totals:						124,328.43	

Report Criteria:
 Detail report type printed

Chief of Police – *Marcus J. Woodward*
FAIRPLAY POLICE DEPARTMENT



February 03, 2020

To: Mayor and Board of Trustees

From: Marcus Woodward, Chief of Police

Re: Presentation from South Park Christian Chapel – Jeff Mahan

Jeff Mahan, Pastor of the South Park Christian Chapel, will be at the meeting to present a donation of funding for bulletproof vests for the entire Fairplay Police Department. Trustee Cindy Bear facilitated this generous donation.

As part of this donation, the police department will be donating five expired, out of warranty bulletproof vests to a volunteer program of ministry staff who visit jail and prison inmates. During these visits, they are required to wear bulletproof vests to assist in protecting staff from bludgeon assaults.



901 Main St ~ PO Box 267 Fairplay, CO 80440
P: 719-836-2840 F: 719-836-2849 Email: mwoodward@fairplayco.us



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Tina Darrah, Town Administrator/Clerk

RE: Adaptive Reuse Feasibility Study for 501 Main Street

DATE: January 30, 2020

Included please find the draft Feasibility Study for 501 Main Street. Ben Levenger will be at your meeting on Monday to present the study and answer any questions you might have. He will then get us the final document for formal adoption at your next meeting.

February 2020

FAIRPLAY, COLORADO

Providing strategies for buildings to
serve as a catalyst for community
revitalization efforts



501 MAIN STREET ADAPTIVE RE-USE/ FEASIBILITY STUDY

BUILDING TRANSFORMATION STRATEGIES

PREPARED BY:

DOWNTOWN REDEVELOPMENT SERVICES, LLC



4 PREFERRED SCENARIO

3 PUBLIC INPUT SYNOPSIS

2 GAP ANALYSIS

1 EXISTING CONDITIONS

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BRIEF HISTORY

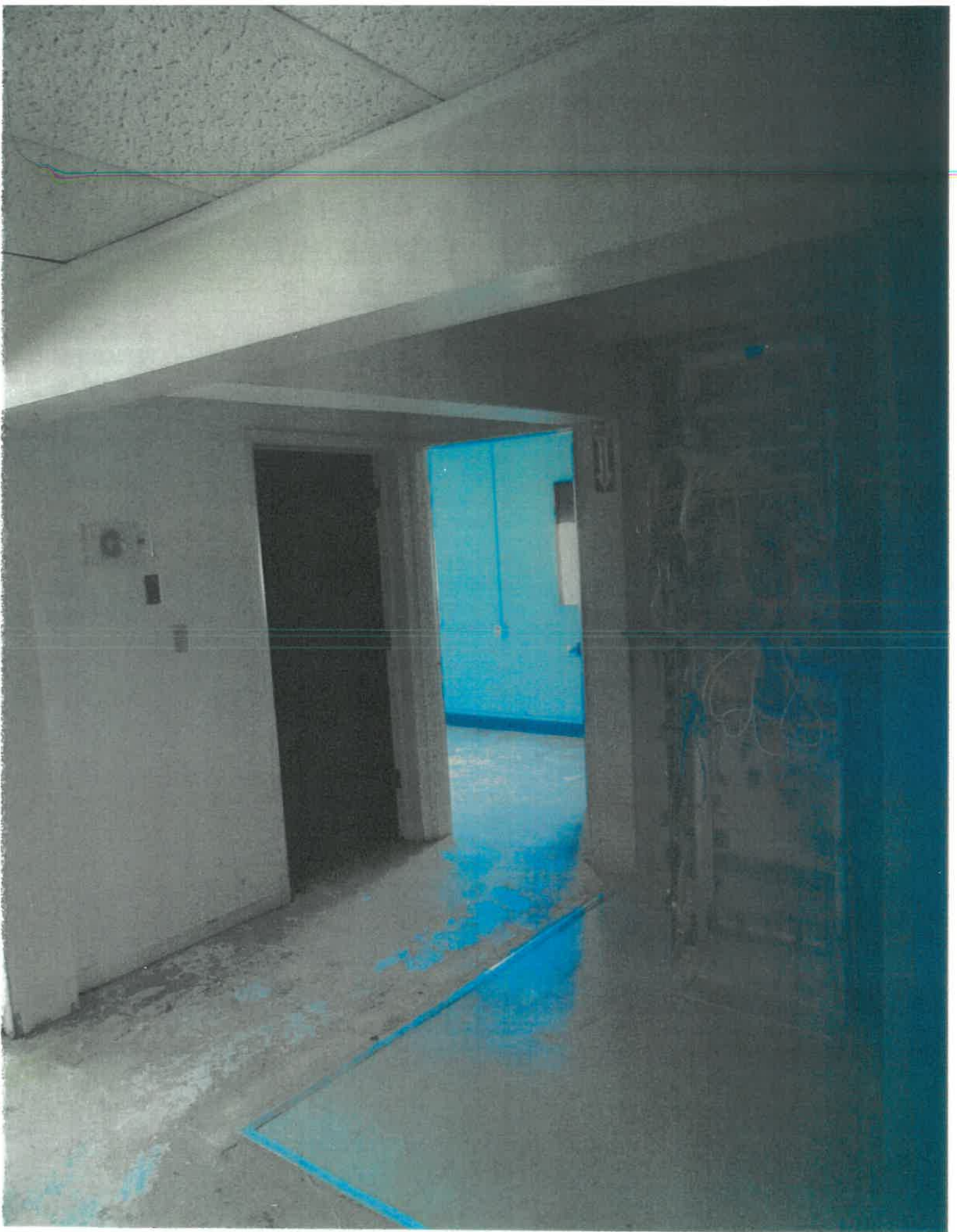
PREPARING STRATEGIES TO HELP CREATE A CATALYST FOR COMMUNITY CHANGE

In early 2019, Park County vacated the property at 501 Main Street in Fairplay, choosing to relocate to their newly constructed facility within the Town limits. The Town of Fairplay purchased the property in 2019 as it recognized the potential it had to serve the community with necessary civic and commercial spaces.

The purchase of the property was facilitated as a partnership between the Colorado Department of Local Affairs (DOLA) and the Town of Fairplay. Recognizing that the building had the potential to serve as a catalyst for many uses within the community, Fairplay decided to undergo a comprehensive adaptive re-use analysis to highlight the highest and best use for the property. During the comprehensive assessment, the building underwent a detailed existing conditions analysis, public input, and scenario-development process. This helped the Town to understand the required steps for a successful building re-use and potential impact on the community.

9 IMPLEMENTATION STRATEGIES

5 COST ESTIMATE



Existing Conditions Analysis

Every building is unique, each offering opportunities and challenges, each playing a role in the context or character of a community. It is through creating a detailed assessment of a building that its highest and best use can be realized. As the built environment shapes many aspects of a residents's life, it is important to re-use existing structures in any efforts that offer a better quality of life for residents. To begin this process, a detailed examination of the existing conditions of the structure must be completed. For this critical first step, current conditions within the building must be cataloged. It is through undertaking this process that the Town of Fairplay will better understand potential impacts, deficiencies, and challenges present within the building at 501 Main Street.

In order to conduct a useful existing-conditions analysis, a series of visual inspections must be performed for both the interior and exterior of the property. The results of this detailed analysis will clearly document the witnessed conditions of a property at a set date or time. The detailed analysis should focus on the entirety of the building and grounds in order to create a comprehensive assessment of existing infrastructure. In the case of this adaptive re-use study, a detailed assessment of the building was completed, photographic documentation created, and data was categorized. A graphic of room locations and numbering is provided in exhibit 1.

To conduct the detailed investigation, a SWOT (strengths, weaknesses, opportunities, threats) style of analysis was completed. By completing a detailed SWOT analysis for the above-mentioned categories, a concise picture of the current conditions of the building was created. Outlined in this section are the results from the building assessment. A separate sub-section is provided for each category, highlighting:

- Witnessed conditions.
- Final conclusion.

All information highlighted in each subsection reflects the information collected during a series of physical inspections conducted in October and November of 2019. The results noted may not reflect all current conditions, but every attempt has been made to provide a report inclusive of the current conditions.

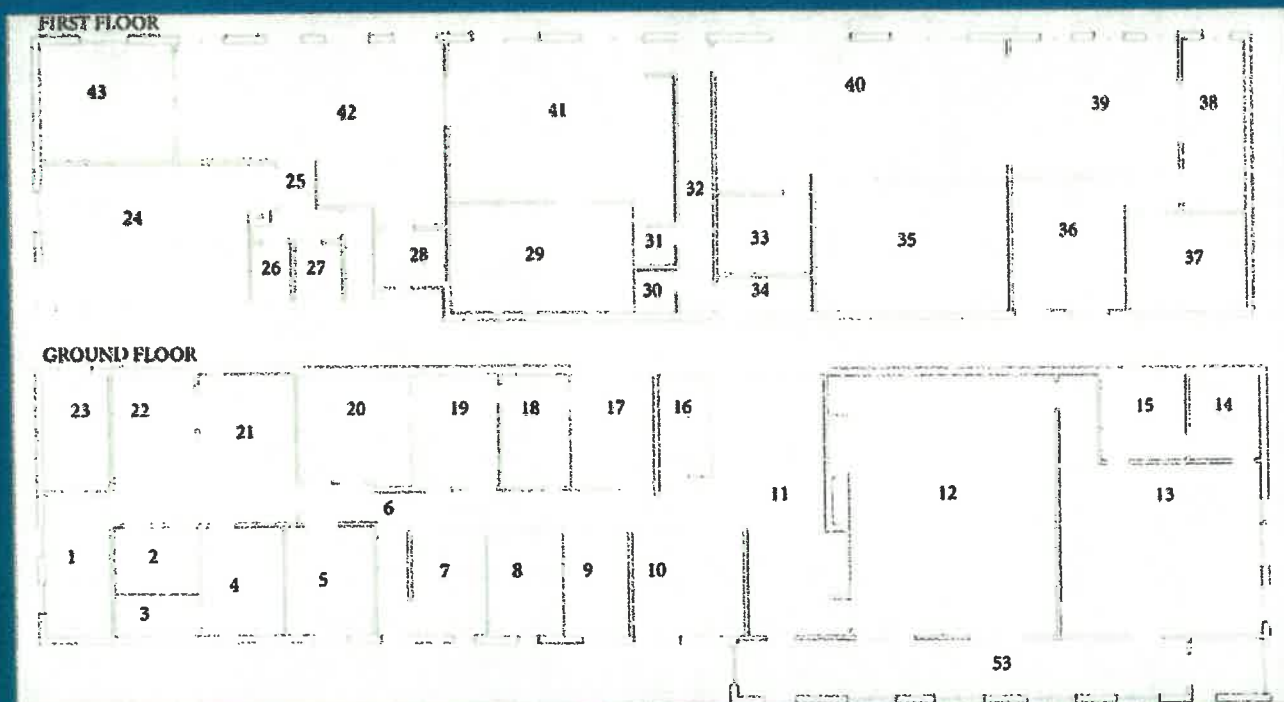


Exhibit 1 - Room Location

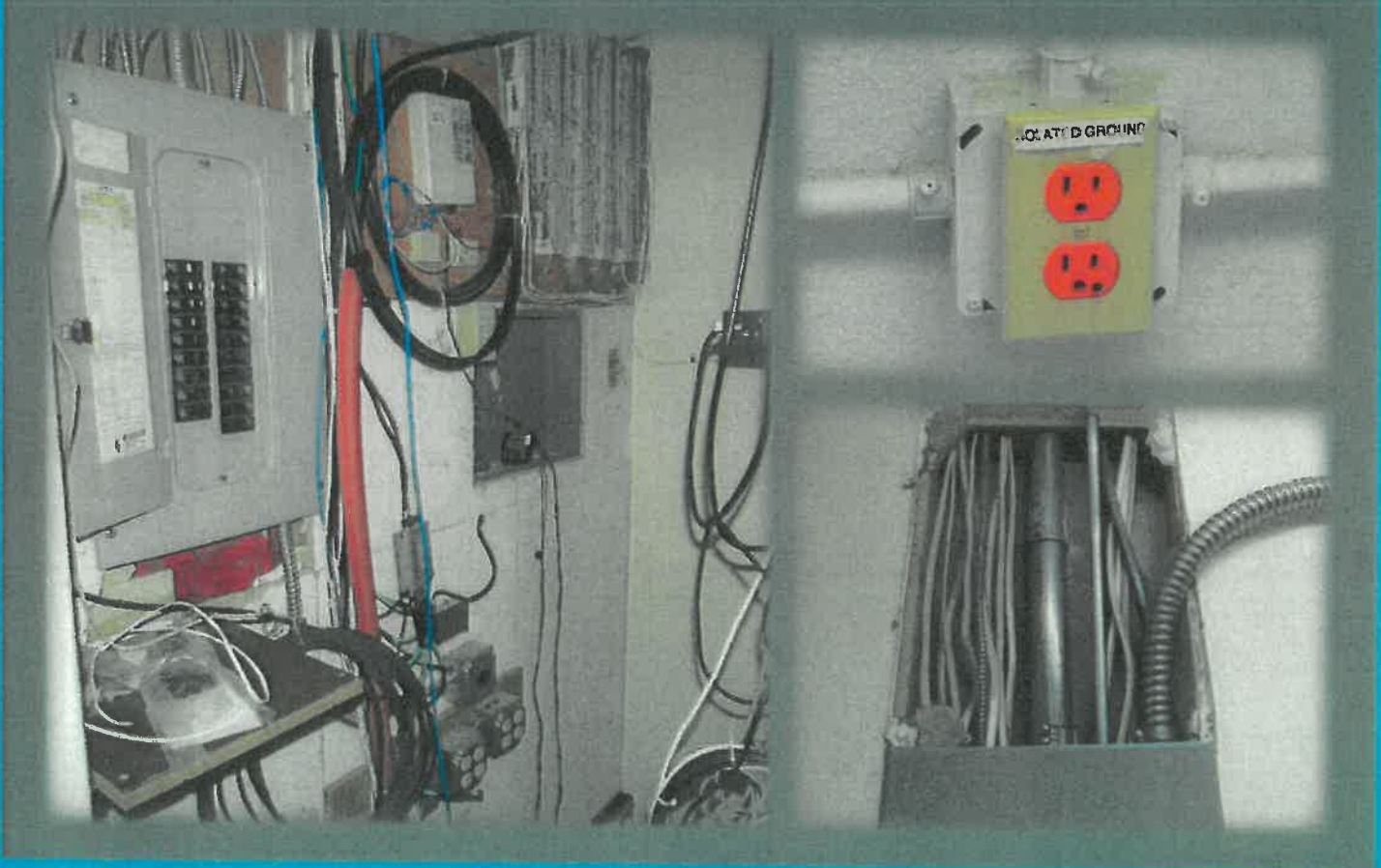
ELECTRICAL

Witnessed Conditions – The electrical system within the building at 501 Main Street is made up of various systems or expansions that were installed over the past two decades when the building underwent renovations. When renovations were made, there appears to have been little effort expended on logically or systematically restructuring the electrical system. Currently, there are seven (7) electrical panels within the building, each supporting a region or dedicated zone. While this is common in many buildings, the building has many locations that are cross located into separate zones, providing a separate panel source for electrical outlets within the same room. Additionally, many outlets were previously operated in an isolated circuit, and these circuits are currently not operational.

Outlined below are highlights from the electrical system analysis:

- 7 electrical panels
 - 4 from the mid-1990s
 - 2 from the early 2000s
 - 1 from 2005 or newer
 - 208 breaker locations, 8 available (3.9%)
- 398 electrical outlets
 - 117 inoperable (29.39%)
 - 281 operable
 - isolated circuits all inoperable
 - 36 electrical outlets that cross zone layouts
- Most outlets are properly grounded

Final Conclusion – The electrical system has been upgraded, altered, or amended too many times serve the building adequately. The system will need a comprehensive replacement, offering improved electrical distribution systems and appropriate connectivity locations.



Witnessed Conditions – The HVAC system in the building at 501 Main Street is made up of two (2) distinct styles: boiler and electricity. The system varies by floor and even by location within a floor. While the majority of the building is heated with baseboard heat produced by a boiler, the remainder of the building is heated with electric baseboard heating. The location of each of these styles seems to be primarily determined by the presence of a basement or crawl space underneath the floor. For rooms with subgrade space, boiler heat was provided; where the construction was on a slab, electric baseboard heat was utilized.

Boiler heating is broken down into five (5) zones. Due to the central location of the boiler, several runs have long distances to travel, causing an above-average heat loss from start to end of run. Zone 5 (food bank) registered the worst heat loss at slightly more than 16 degrees. Two other zones have long runs, yet their heat loss is acceptable. Zones 1–4 appear to have acceptable efficiency in heating. Additionally, the condition of many of the heat diffusers and end products for the distribution system are in poor condition (exhibit 2). Due to the time of year, and lack of hookup for several units, the cooling system was not tested. The system appears to be primarily made up of evaporative coolers mounted on the roof. A mini-split system is located in room 12 and was not tested due to the time of year.

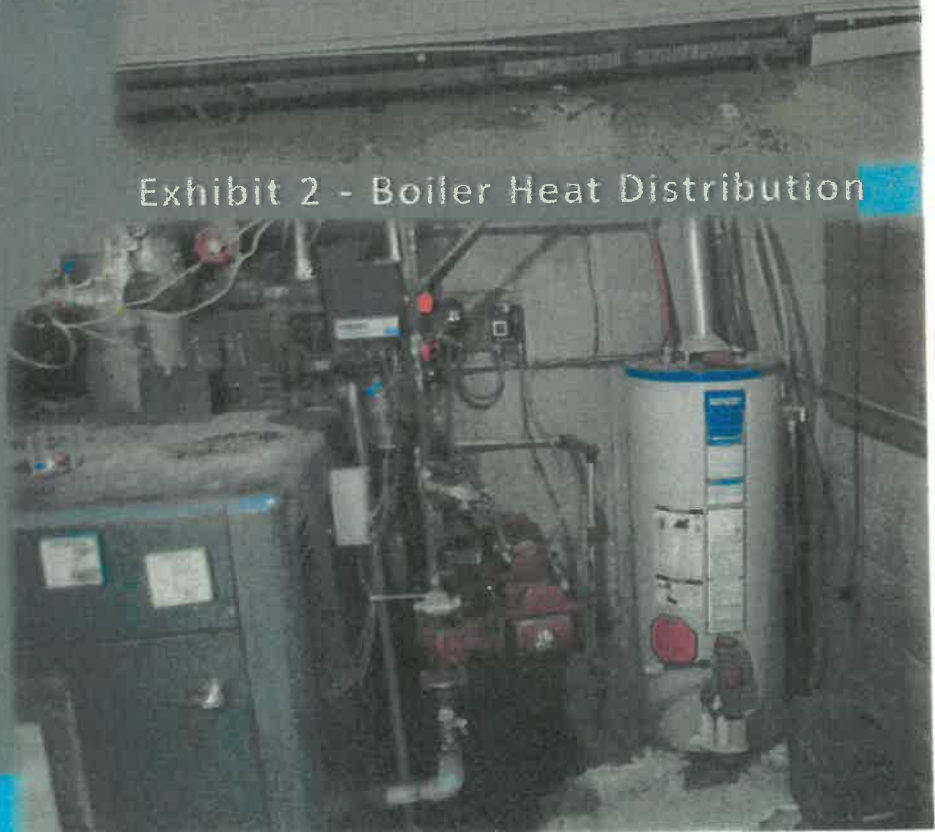
During the inspection there were a total of 17 rooms that lacked heating or cooling systems. Many of these rooms were interior rooms, yet they should still have some heating and cooling for air flow and management purposes.

Outlined below are highlights about the inspection of the HVAC system:

- 2 heating systems
 - 18 rooms on boiler
 - 13 rooms on electric baseboard heat
 - poor heating-element conditions witnessed for both systems based on observed conditions
- Boiler in poor to acceptable condition based upon visual inspection
 - heating in 5 zones, 3 with long runs
 - installed in 1978 per certificate
 - last serviced in 2018
- 17 rooms without heating
 - 6 on ground floor
 - 6 on first floor
 - 5 in basement

Final Conclusion – The HVAC system styles in operation in this building are in acceptable condition for the climate and typical weather in Fairplay. They have been utilized well past their expected usable life but are still operating. Capital improvement budgets should be prepared to replace them as further usable life of the HVAC system is limited. As the building is updated or renovated, the HVAC system and zone layout should be updated to increase appropriate air handling throughout the building.

Exhibit 2 - Boiler Heat Distribution



Witnessed Conditions – The Americans with Disabilities Act (ADA) requires all municipal-owned buildings to be safe and accessible. Currently, this building does not meet 2018 or 2020 ADA standards for ingress/egress, fire routes, or internal movement. While this is not uncommon for buildings that are more than 10 years old, the building at 501 Main Street will be required to meet current standards with any upgrades or renovation work.

Outlined below are the areas of accessibility that were reviewed:

- **Exterior access** – The exterior of the building does not currently meet ADA requirements due to a lack of necessary turn or unloading spaces. While an improvised ramp is installed at the south side of the building, there is not adequate turn space or staging space between the doors for appropriate access. One door does have motored assist, yet they are not provided in sequence, creating a hardship for persons with disability.
- **Floor-to-floor access** – A ramp is provided for floor-to-floor travel, yet the slope of the ramp is currently above 8.33%, the maximum allowable slope. Additionally, the ramp is too long to meet current standards without a rest or pause area.
- **Interior doorways** – The majority of interior doorways are not to current standards. Doorway widths must be at least 32" to meet requirements, yet many existing are below 28 inches. Additionally, there are several doors that are above the weight/resistance limit that is considered acceptable for a person of disability to open or close without danger. Resistance on the open/close mechanism will need to be addressed on these doors. Doorway widths would have to be changed to allow door-adequate access.
- **Restrooms** – Out of a total of five restrooms, none meet accessibility requirements. The primary accessible restroom does not have an ADA-compliant sink – i.e., one that offers adequate space below it for wheelchair access – but otherwise is compliant. The remaining four restrooms do not meet doorway widths, turning radius, sink/toilet safety, or other requirements. The sizes of these restrooms will limit their potential re-use.
- **Internal movement** – Movement within the buildings, and within each floor, is inhibited by non-compliant doorways or small height changes without appropriate ramps. This is especially noted between rooms 41 and 42, where there is a 3-inch elevation change and a non-compliant ramp.
- **Fire/safety ingress-egress** – Fire and life safety is one of the hardest approvals for an older building to attain. Currently, the building does not have safe or adequate fire/safety access routes for 75% of the building. The entirety of the first floor and half of the ground floor lack safe egress routes in emergencies. Most routes are blocked by doorway widths that are not compliant or elevation changes that would be insurmountable for a person with disability.
- **Parking stalls/locations** – While there is some parking available for the building, the existing parking does not meet current standards. A single handicap space is provided for a vehicle. No van or larger vehicle spaces are provided.

Highlights about the ADA accessibility analysis are as follows:

- 27 (50.9%) rooms not accessible due to doorway widths
- Ramp is over 8.33% maximum slope
- No rest and 5' landing after maximum run distances
- 5 total restrooms
 - 1 fails due to the sink
 - 4 fail due to inadequate access or turn radius
- No exterior doors meet ADA standards
 - 6 exterior doors
 - 1 has non-compliant ramp
 - 3 have steps
 - 1 has blocked access due to ad-hoc ramp
- Parking not compliant for sq. ft
 - Need 2 van stalls and 3 car stalls for ADA

Final Conclusion – The building will require considerable alterations to become compliant with ADA accessibility. Renovations will require structural and non-structural changes. Efforts should focus on accessible routes and accessibility in phases as the building becomes open to the public.



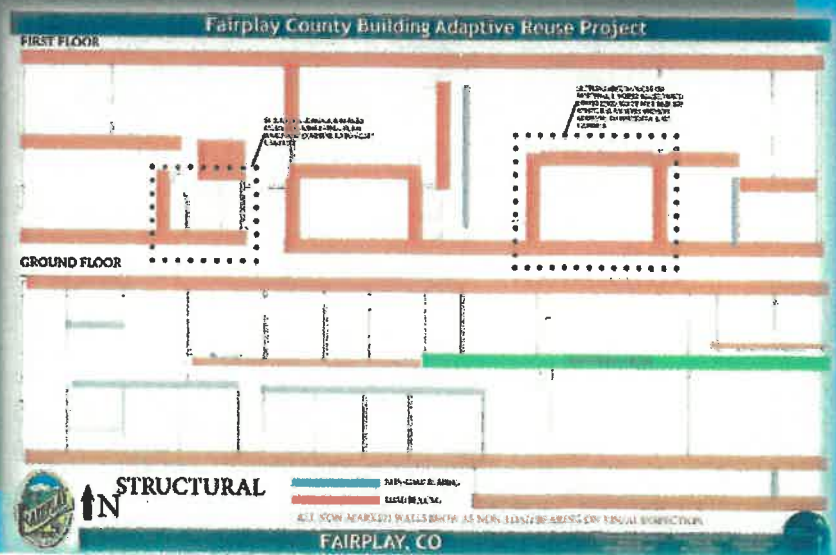
Witnessed Conditions – In buildings that have been through multiple expansions or renovations, structural damage is common. In the building at 501 Main Street, however, there is little structural damage. The primary structure for construction appears to be CMU block and timber framing, with a few full-height CMU block or fire-rated walls throughout. All walls show few signs of settling or cracking and appear to have a long usable life left. The flooring surfaces within the building have witnessed significant cracking or settling over the years. Many rooms have noticeable slope issues on flooring surfaces.

The most serious structural concern relates to the largest vault (room 35), which shows signs of significant settling and cracking. Additionally, there is evidence that the vaults have had previous attempts to level out the structure or stop settling movements. The vault at room 35 is lower on the south side by a variance of 2.5 inches. Walls on the east and west side are showing signs of settling and cracking. It is strongly recommended to have further structural analysis completed on these rooms prior to any re-use or renovation work. Highlights from the structural analysis are listed below:

- Average room ceiling height of 7'11"
- Ceiling surfaces
 - 30 rooms with dropped ceiling
 - Average drop depth of 15.4"
 - Drop depths range from 4" to more than 3'
- Additions are tied together
 - North and south additions between the first and ground floor share structural walls
 - Ground floor is currently set up as a secondary structure that cannot be utilized independently of the first floor
 - First floor can operate as a stand-alone section
- Flooring surface varies
 - Most have less than 3 years of usable life based on conditions and wear pattern
 - Concrete flooring (foundation on grade) often in poor condition with evidence of heaving and cracking
- Minimal cracking in structural walls
 - Structural walls have minimal cracking or settling
 - Settling appears to be centralized to vaults
- Building appears to be not structurally tied to neighboring structures based on visual inspection



Final Conclusion – The building is in remarkable structural condition given its age and the climate. There are two rooms (29 and 35) that will require additional structural inspection prior to renovation work. While the northern half of the building (first floor) is structurally competent on its own, the ground floor would require additional work to stabilize and support it if the first floor were to be removed or significantly altered.



BUILDING ENVELOPE

Witnessed Conditions – The building envelope for the property at 501 Main Street is in remarkable condition, with the exception of the west wall. Many windows and doors are in acceptable to good condition, offering a fair amount of usable life left. Despite their remaining usable life, the majority of doors and windows are not energy efficient, averaging an 8.3-degree loss of heat at each opening, with the largest heat deviation witnesses at 24.8 degrees. The building siding is made of T-111 and is in good condition, although it could use a fresh coat of paint and regular maintenance to repair a few spots of damage. The gutters around the building are in poor to acceptable condition, with many not having adequate flow for proper drainage. Inspection of the roof was completed via ground-level photography and drone video/photos. Due to the season, only limited visual inspection of the surface was possible. From the limited inspection, the roof appears to be in acceptable condition with a usable life of 5–8 years. Several spots around the south side of the roof have been patched yet appear to be holding up well.

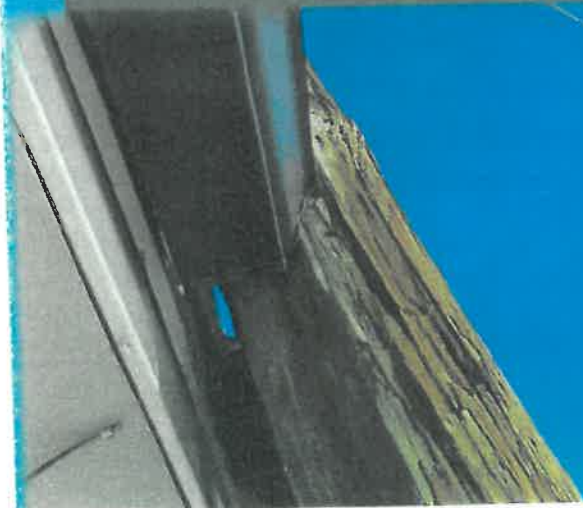
In regard to the west wall, many of the windows are drafty and leaking, allowing snow or dirt to pass from outside to inside. Additionally, the door on the west wall is heavily corroded/damaged and has a significant gap underneath it, averaging a quarter inch of visible space. Paint and T-111 surfaces on the western side of the building is in poor condition, showing heavy paint peeling and several areas of rot.

Below are highlights about the building exterior:

- 53 total windows
 - Average temperature/heat loss is 8.3 degrees
 - All windows on west wall in poor condition
- 6 exterior doors
 - Average temperature/heat loss of 16.33 degrees
 - Worst around glass doors on north side with 24.8-degree difference
 - Usable life estimated to be 5–8 years
- Gutters not working properly
 - Gutters not working to convey water efficiently
 - Several gutters have reverse slope
- Exterior walls in fair condition
 - T-111 on north, south, and east in good condition
 - West wall has paint peeling and damage from weather
 - Usable life for north, south, and east expected to be 5 years
 - Usable life for west 2 years
- Electrical and service boxes on west and south not locked or monitored

Final Conclusion – The exterior of the building is in acceptable condition with the exception of the west wall. The west wall is in poor shape and will require immediate renovation work to

ensure that damage does not continue. Windows and doors are not energy efficient, yet they have a long usable life left and so renovations can be undertaken slowly over time, potentially saving upfront costs of renovation for other work.



Witnessed Conditions – The MEP system in the property at 501 Main Street is made up of a variety of materials from cast iron to steel and copper. For a building that is more than 70 years old, this a common inspection note. All fittings and fixtures were tested for positive flow and all demonstrated an unobstructed drainage pattern. Many figures or amenities are in poor condition and need to be replaced or upgraded to meet current standards. The sinks in restrooms 26 and 27 have leaking faucets and valves.

While the plumbing system is currently still functional, there are quite a few items that are highly unusual, such as:

- Several drainpipes appear to be heavily wrought and have a reverse slope.
- Wrong sized pipes have been utilized for water supply lines.
- Silicone caulk has been used to repair a pipe still in the wall.

The largest concern with the plumbing system was witnessed in room 52, where silicone caulk was used to repair a pipe that was still in the concrete wall (exhibit 3). The condition of the plumbing in this room, and specifically the standpipe in question, is extremely poor. Many valves and lines are showing lack of required maintenance and show years of neglect. While this room seems to serve as the junction point for many plumbing lines, there also appear to be unused or vacated plumbing lines within this room. Additional testing of the room's plumbing is suggested to determine the appropriate facilities to maintain and what to remove.

Hot-water heaters provided in rooms 46 and 52 appear to be in poor to acceptable condition. During the visual inspection hard-water damage was noted and it is recommended to purge the tanks regularly to extend the usable life. Based on the current condition of the hot-water heaters, their usable life is less than 5 years.

Understanding that there are issues with the plumbing system, outlined below are highlights from the plumbing system analysis:

- Mixture of piping types
 - Copper
 - Steel
 - Cast iron
- Inappropriately sized piping
 - Across restroom areas there was inappropriately sized piping and installation used
 - Fridge water supply ½" copper used to feed restroom in room 27 & 28
 - Waste pipes for 27 & 28 are 1½" PVC
- Several pipes are at inappropriate slopes to provide sufficient drainage
- Fittings and fixtures
 - All fittings and fixtures passed for positive flow
 - Fixtures are outdated and not energy/resource efficient to meet current industry standards
- Main drain line is encased in wall, limiting access and visual investigation

Final Conclusion – The plumbing system within the building is in operable condition yet will require considerable renovation work to make it efficient and sustainable. Due to the myriad problems noted, it is recommended that a comprehensive plumbing system replacement be undertaken when possible. This should include the distribution system, fixtures, and hot-water heaters.



Exhibit 3 - Plumbing Encased In Wall

Witnessed Conditions – In addition to understanding the current conditions of basic infrastructure systems or accessibility for a site, it is critical to understand the unique challenges and opportunities that interior spaces will have on potential uses of the building. To gauge the usability of the interior of the structure, a spatial analysis is completed by reviewing how spaces flow, where they connect, and how they can work together. This will determine potential uses or end users. A spatial analysis was performed to answer the following questions:

- What areas are confined by structural walls?
- What is the maximum and minimum space availability?
- How does the building program flow?

As there have been many additions to the structure and numerous structural walls left during each expansion, a spatial analysis was necessary to identify areas of potential change within the interior of the building. During the analysis process a clear picture of the spaces that would be available or achievable through renovations was created.

Outlined below are the highlights from the spatial analysis:

- The first floor comprises two primary spaces – The spaces within the first floor are provided in a fairly open concept, offering ease in connectivity and flow. The openness of the floor plan within the first floor would provide a seamless transition for users between the east and west halves of the building, allowing multiple users or single users who may look to expand in the future. The two primary spaces are split down the center by a hallway, which serves as primary access to the ground level and basement stairwell. It should be noted that numerous structural walls on this floor run north to south, but with minor alterations they can likely be removed or altered.
- Due to structural vaults, the central portion of the first floor is tough – On the first floor there are two separate vaults. Each of them is centrally located in the building (exhibit 4) and poses movement or flow challenges. The multiple-story vault (on the eastern half of the first floor) is the larger vault, posing a space utilization challenge for the eastern half of the first floor. This section of the first floor will have to either utilize the vault or remove the vault. Potential uses for the vault are limited and further structural analysis is recommended to ensure sustainability of the structure. The vault on the western half of the first floor is smaller and appears to be in good condition. Due to the reduced size, it is recommended that this vault be retained and utilized as a usable space.
- The ground-floor west wing is primarily open – The western half of the ground floor (exhibit 4) is made up of numerous offices and rooms. Many of the walls are non-structural and this space could potentially better serve as a flex space and be renovated as such. The potential flex space would be designed and prepared as a space with easily changeable walls or structures to allow for office and retail space as the needs of potential tenants change.
- The ground-floor east wing is clearly defined – The eastern half of the ground floor has clearly defined and highly usable spaces. These spaces are defined through interior and exterior access points. While the flow of spaces is slightly unnatural (pass through rooms to access other rooms), the configuration is currently being utilized to its maximum potential and should remain in this configuration.

The existing conditions and spatial analysis was conducted based on visual and non-invasive physical inspections. All results are provided to the best of the consultant's knowledge. Further documentation and review are strongly recommended prior to any demolition work, structural changes, or general construction. The above was the result of the spatial analysis, and the graphic below illustrates the same information on a floor plan.

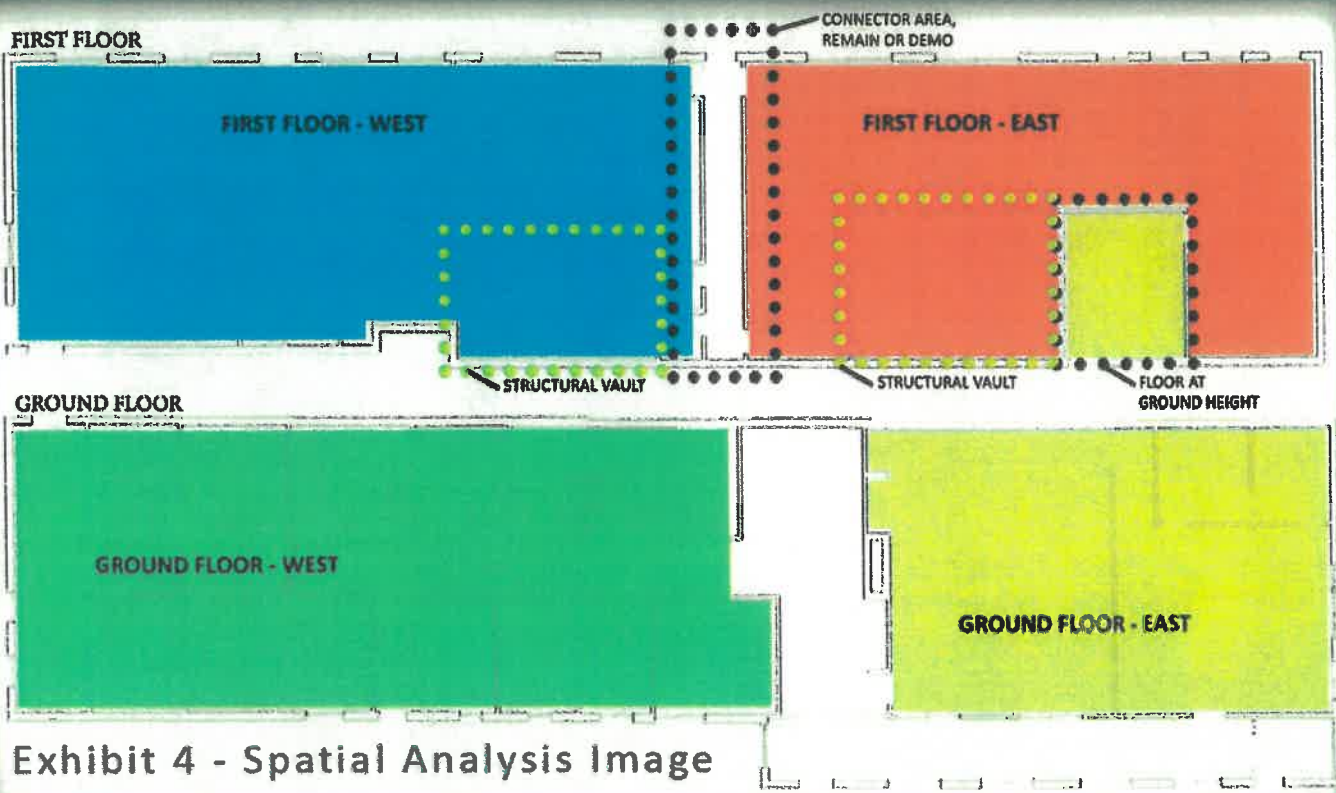
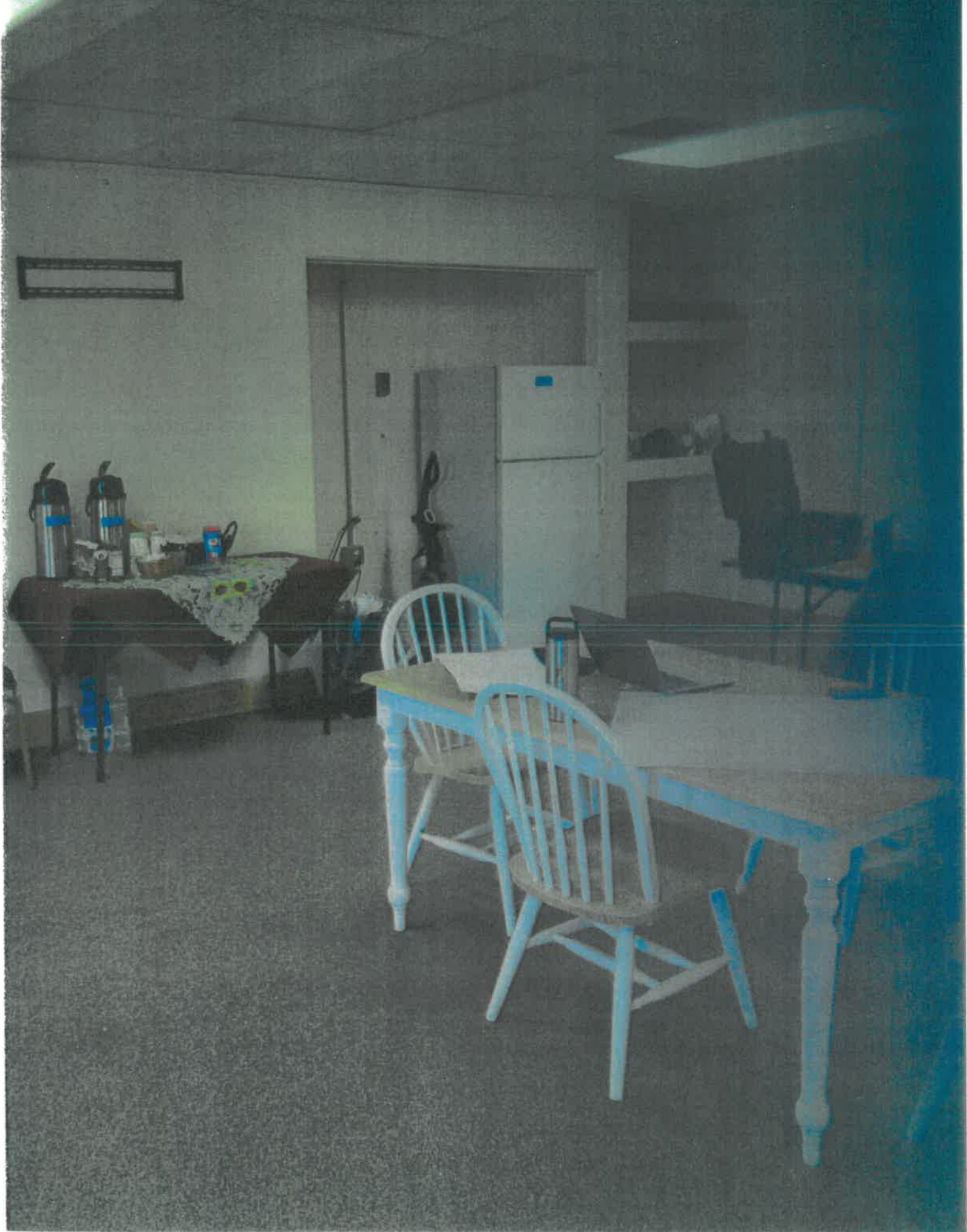


Exhibit 4 - Spatial Analysis Image





GAP Analysis

Background Data:

As the Town of Fairplay looks to create a successful adaptive re-use for the building, it is important to understand what services or amenities will complement the community. In order to identify these services, it is critical that the community better understand what services or amenities are being met within the community, and what services residents have to travel for. It is through identifying these "gaps" in the services that the community can identify what will improve quality of life for local residents, while preserving the existing businesses through limited competition.

Outlined in the remainder of this chapter is information collected from the ESRI Business Analyst database and other sources to help create a clear and concise picture of the current conditions within the Town of Fairplay and region.

Socio-Economic Conditions

The socio-economic conditions of a community are utilized to create a clear understanding of the current conditions present within the community as a whole. All economic conditions noted in this section are prepared for the Town of Fairplay, as defined by the zip code limits (80440) and are compared against the regional amenities within a 3-, 8- and 15-mile radius. This comparison is carefully crafted to outline the conditions present within Fairplay, as well as identify the potential market for missing services or amenities within the region as a whole.

Fairplay Specific Socio Economic Data

Outlined in this sub-section are highlights and notable figures about the socio-economic database area. The information for these figures is provided by the US Census Bureau and the ESRI Business Analyst tool. All information has been carefully reviewed and checked to ensure it represents the most accurate dataset possible.

STATISTIC	FIGURE
Total Population (80440)	3,644
Total Households (80440)	1,314
Owner Occupied	911
Renter Occupied	403
Households with Mortgage	682
Average Mortgage Remaining	24.82%
Median Rent (incl. of all structures)	\$932
Household Median Year Built	1992
Median Household Income	\$58,875
Median Home Value	\$348,155
Per Capita Income	\$32,865
Median Age	45.2



ABOUT THE COMMUNITY

2.20 people per house



Average Household Size

Fairplay



Household With Children

4.2%

No High School Diploma

Highschool Diploma



30.1%

Educational Attainment



37.4%

Associates Degree

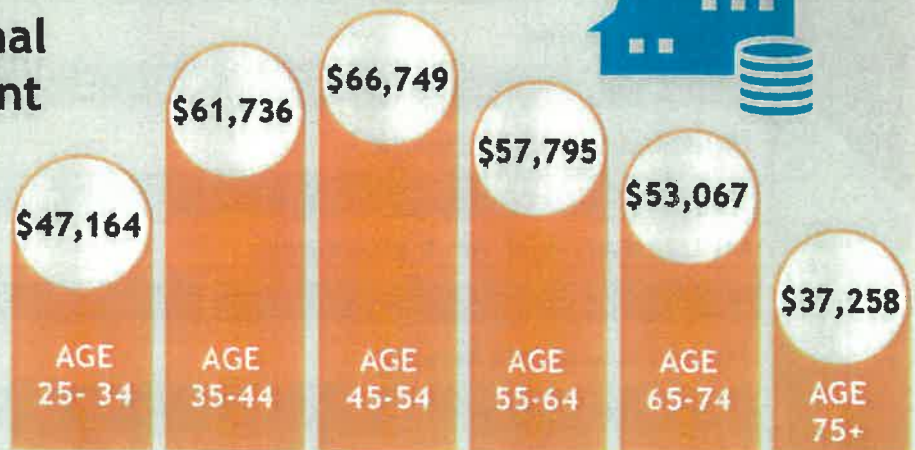
Bachelors Degree or Higher

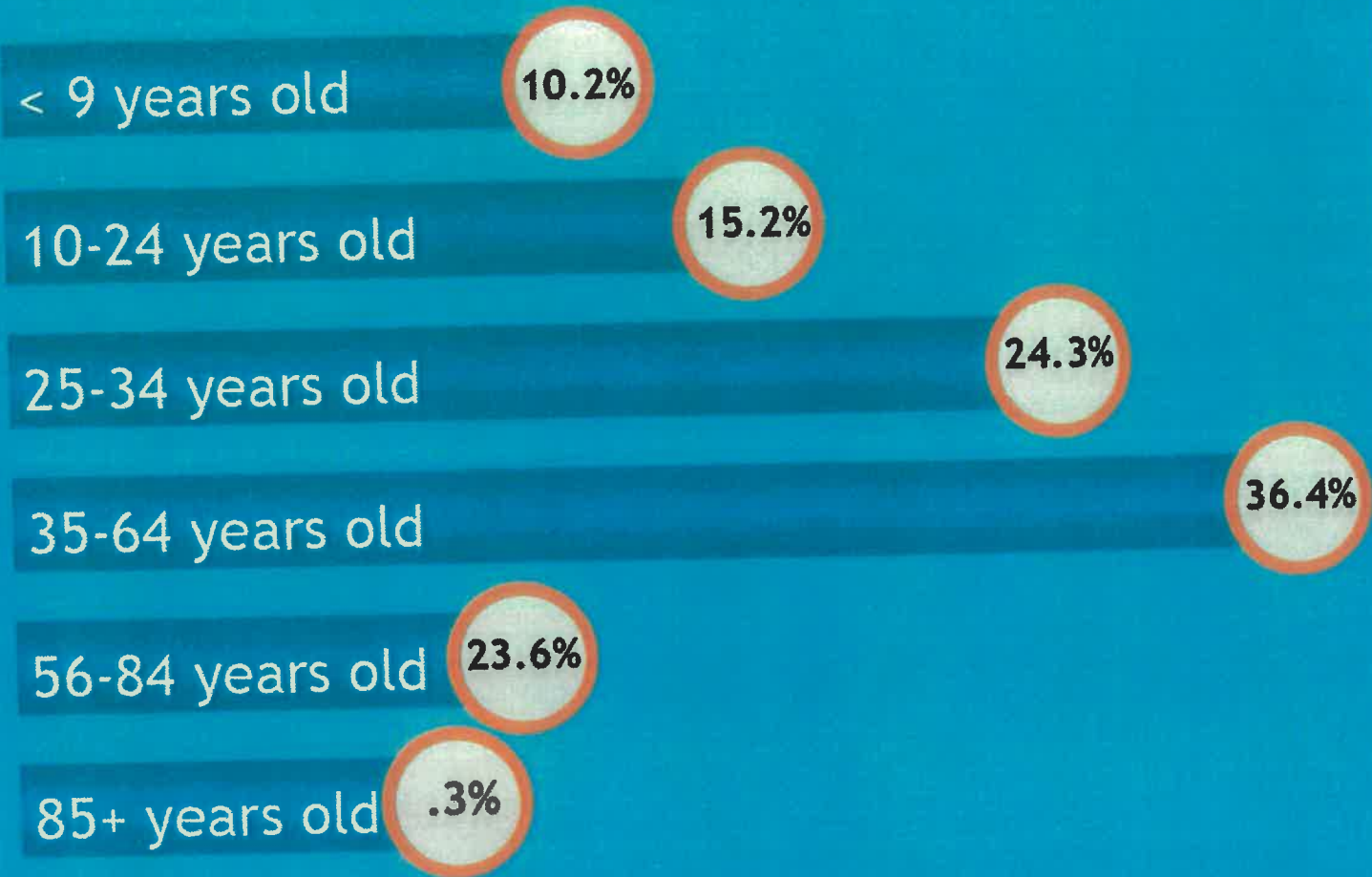


28.3%



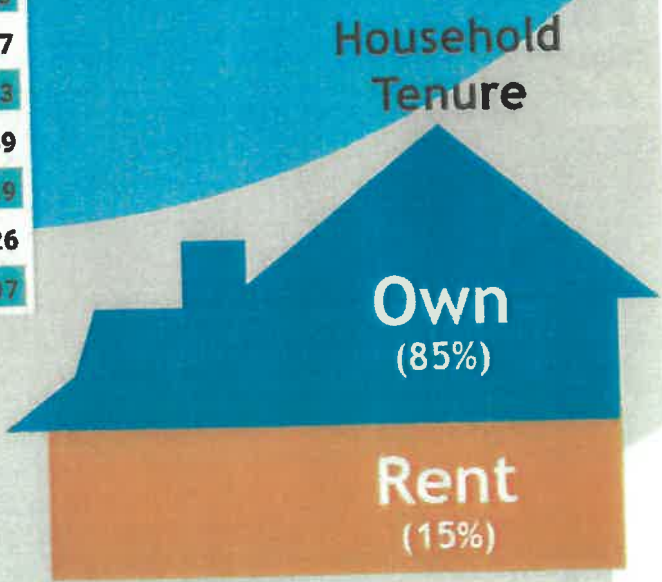
Disposable Income By Age





Category	Figure
Apparel/Services	\$1,795.24
Education	\$1,206.61
Entertainment/Recreation	\$2,792.55
Food At Home	\$4,489.66
Food Away From Home	\$3,126.94
Healthcare	\$5,052.93
Household Furnishings	\$1,808.97
Personal Care	\$736.43
Shelter/Mortgage	\$15,503.49
Support/Donations	\$2,051.89
Travel	\$1,861.26
Vehicle Maintenance	\$1,007.07

Annual Consumer Spending Per Household



Regional Comparison

The regional comparison is provided to compare the Town of Fairplay (zip code) in relation to regional areas. All information is provided based upon an artificial radius created around the Town of Fairplay. Concentric rings that grow in size include information from previously noted, and smaller, distance borders.

Item	Fairplay (80440)	3 Mile Radius	8 Mile Radius	15 Mile Radius
Household Income	\$58,875	\$53,980	\$57,691	\$59,231
Disposable Income	\$58,073	\$54,342	\$57,008	\$59,752
Population	3,644	1,675	2,933	5,455
Median Age	45.2	44.8	44.9	45.2
Households	1,314	633	1,310	2,797
Average Household Size	2.26	2.31	2.18	2.15

Figures provided in the regional chart (above) illustrate results of zip code 80440 compared to the statistics for artificial radius drawn at the 3, 8 & 15 mile intervals, centered on 501 Main Street. The use of data for zip code 80440 was utilized as it was the smallest cohort of reliable data for the Town of Fairplay.

The above characteristics are provided as a comparison only. All figures are provided by the US Census bureau, American Community Survey (ACS), and interim projections from historic data. Full datasets are provided in the final appendix of this document to illustrate and support all documentation. Datasets are provided in two separate documents:

- Fairplay – 80440 zip code data
- Regional – Data driven from the 3-, 8-, and 15-mile borders arbitrarily provided from a radius drawn with Fairplay at the center.

Missing Services or Amenities

The Town of Fairplay is currently serving as the economic hub for the region, hosting the municipal government, county government, and regional amenities such as doctors and grocery stores. Despite serving as the regional hub, there are currently numerous services or amenities that are under-served within the community. These under-served amenities are causing residents to venture out past the Town of Fairplay to expend local dollars, causing a leakage in the market for goods and services. The missing or “gap” analysis is conducted to identify the missing services or amenities and clearly outline the potential economic impact from inclusion of missing services within the municipality.

Missing Services

Missing services within a community represent a market that is not meeting its potential, or not present at all. For a small or rural town to succeed, it must provide all necessary and a majority of the desired services for local residents. Without these services, residents will be forced to travel for them, taking their valuable tax dollars to another location.

Outlined in this section (next page) are the currently under-served services that are not being capitalized upon within the Town of Fairplay. For each service type, details about the style of service and needed physical/socio-economic characteristics are provided.

- Doctors and/or health professionals – This is a common missing service for small towns. While many locations such as Fairplay have a general practitioner, the more specialized or uncommon health services are under-served. The missing services in this category include:
 - A pharmacy – Doctors and hospitals are only a part of the health-care system. The pharmacy or health-care store is a necessary element to help a community sustain itself long term.
 - Internal medicine specialists – These specialists are currently missing within the 15-mile radius.
 - Aging population specialists – With an above-average median age and numerous retired families/individuals in the area, this service should be highlighted as a necessary component of the community.
- Professional services – Professional services are needed for all stages in life. While there are such services in town, the growth of the region means that there is still an unmet need. Missing services include:
 - CPAs – Towns with a population of 3,000 or greater often have two or three certified public accountants or tax professionals.
 - Architects – The town currently has one local architect. With current growth this profession should have 2-3 offices within the town to serve the region.
 - Engineers (site/civil) – Engineers are a necessary profession in any community. Currently, Fairplay has no engineering firms that are regularly staffed within the town.
- Automotive parts/repairs – These services or locations are a common element in urban or suburban areas but are infrequent within a small town. Currently, the Town of Fairplay has limited parts stores and service locations. For the community to receive competitive pricing and proper service it is recommended a town the size of Fairplay (servicing the region) should have a minimum of three auto-service stations.
- Business incubator – The Town of Fairplay is currently suffering from a lack of appropriately sized and priced spaces to help local businesses grow past a home-based business. These spaces should be flexible in terms of size and location as well as pricing. Business incubators are similar to a co-op or shared working space, and they are often subsidized by local municipalities to help grow local businesses. These spaces are usually between 300 and 1,000 square feet and can be rented daily, weekly, monthly, or annually.

All information from the above outlined services is provided by the ESRI Business Analyst database. Details about each amenity or category are provided by market researcher or the ESRI Business Analyst Database and interpolated or reviewed.

Missing Service	SQ FT Requirements	Minimum Community Size	Minimum Per Capita Income	Note
Pharmacy	1,000 – 3,500	2,500	\$30,000	Easy access and ample parking
Internal Medicine Specialist	1,500 – 2,500	4,000	\$40,000 - \$50,000	Can share space with other doctors
Aging Population Specialist	1,500 – 2,500	4,000	\$35,000	Can share space with other doctors
CPA Office	750 – 1,500	2,500	\$30,000	Can use executive offices or small spaces
Architect	750 – 1,500	2,500	\$40,000	Can use executive offices or small spaces
Engineer	750 – 1,500	2,500	\$40,000	Can use almost any space
Business Incubator	300 - 2,500	2,500	N/A	Variable spaces

Missing Amenities

Amenities within a community are focused on retail or point-of-sale establishments where financial transactions for goods take place. These services can be a necessity or a desire. Either way, they are focused on a similar experience and business format/style. For a rural or smaller town to capture the necessary market share of tax dollars, it must provide the appropriate amenities to retain local residents and attract regional/national visitors. Currently, Fairplay does not meet these common principles. The community is currently under-served in many amenities and expansion into these categories could provide additional local jobs and tax revenue.

Outlined in this section are the currently under-served amenities that are not being properly supplied to local residents and visitors. For each amenity type, common details about the amenity and needed physical/socio-economic characteristics are provided.

- **Automotive Dealers** – Auto dealers are a critical component of a sustainable community. Their sales of automobiles and after-market accessories are a regional draw for many residents. Automotive dealers are also often the single largest sales tax contributor for a community, collecting point-of-sale tax at the time of purchase for a vehicle.
- **Home Furnishings/Home Goods** – Furnishings and home-goods stores sell necessary items that are common within a dwelling. Common elements include beds, mattresses, couches, dining tables, etc. In a small town these establishments also often sell cutlery, kitchen appliances, light fixtures, etc. Within the Town of Fairplay this establishment would be a regional draw for the entire fount and up to a 40-mile radius.
- **Electronics/Mobile Store** – With the increase in popularity of electronics in everyday life and no place to shop for these goods and services, most small communities suffer. Electronic stores in small communities often offer mobile electronics, televisions, stereos, and repair services. These stores can quickly become a destination location if a skilled repair technician is employed.
- **Clothing Store** – Fairplay is currently suffering from a lack of clothing stores. While there are several stores that offer a small selection of clothes and accessories, they do not offer enough selection for the community. A clothing store is a simple amenity that is often overlooked in a small town such as Fairplay, yet it is a necessary amenity for a community to become a home for many residents.
- **General Sporting Goods Store** – Fairplay has a sporting-goods store focused on rental equipment for winter sports and camping gear, but there are few places for families to find regular sporting goods materials. The style of a general sporting goods store offers a small selection of sporting equipment for many sports such as football, baseball, soccer, etc. These facilities are often frequented by locals and regional sports teams.

MISSING SERVICES

- **Mid-grade Restaurants** – A mid-grade restaurant is currently missing from the matrix of dining options within Fairplay. Currently there are numerous dining establishments that are attached to, or part of, an alcohol-serving establishment and a few fine-dining options. There is one example of a mid-grade restaurant, yet it is closed frequently and functions as a limited-access diner. The mid-grade dining restaurant should provide the community with a diner style of setting, offering a menu where all users can find a decent meal. As a guide, meals should range between \$9.00 and \$15.00 per person and the average family should spend between 45 minutes and 90 minutes in the establishment.
- **Jewelry Store** – Currently, Fairplay has no jewelry store. The draw of a jewelry store is regional, potentially accessing an audience of up to a 45-mile radius. Jewelry stores with a repair facility are in high demand within communities that have a retirement age or secondary home population.
- **Bookstore** – Fairplay currently has a well-used library, but the community lacks a multi-purpose bookstore. This store should sell new books, take books for sale on consignment, and sell used books. Stores such as these become a community hub in the winter months.

Missing Amenity	SQ FT Requirements	Average Revenue Per Business	Average Rental Rate (Sq Ft)	Note
Automotive Dealer	5,000 – 8,000	\$3,500,000 – \$8,500,000	\$16.50 - \$20.00	Large lot necessary
Home Furnishings	3,500 – 5,000	\$900,000	\$14.50 - \$16.00	Requires parking and storage
Electronics Store	1,000 – 3,000	\$600,000	\$11.00 - \$12.50	N/A
Clothing Store	2,500 – 4,000	\$650,000 - \$1,200,000	\$11.00 - \$12.50	Typically in a prominent location and requires good visibility
Sporting Goods Store	750 – 1,500	\$500,000	\$10.00 - \$11.50	Space requirement change based on sporting equipment to carry
Mid-grade restaurant	1,750 – 3,000	\$1,100,000	\$14.50 - \$16.00	Parking required, will prefer corners or easy visibility
Jewelry Store	500 – 1,250	\$400,000	\$14.50 - \$16.00	Applicable in unique spaces
Bookstore	750 – 2,000	\$225,000	\$10.00 - \$11.50	Can use smaller spaces

The information provided above outlines several of the multiple amenities that are currently under-served in Fairplay. A full list of the under-served amenities is provided in the appendix. All information from the above-outlined services is provided by the ESRI Business Analyst database. Details about each amenity or category are provided by market research or the ESRI Business Analyst Database and interpolated or reviewed.

All revenue projections are based on national averages of communities similar in size to Fairplay and the 80440 zip code. These figures are based on census data and point-of-sale calculations.

Oversaturated Services

While Fairplay generally has a lack of services or amenities, the community does have a surplus of several retail establishments. Outlined below are the retail establishments that are reporting as "saturated". For a retail service to present as saturated, the establishments that are currently within these categories are reporting higher than average sales or sale generation based on community size and the resident base.

- Drinking establishments – Categories in this group are bars, distilleries, etc. The town is showing a surplus of over \$100,000 in anticipated revenue per-establishment.
- Beer, wine, and liquor store – These establishments are separate from the establishments that serve alcohol and are retail establishments. While the community does have a few of these establishments, the surplus per-establishment averages over \$300,000.

Economic Impact of Missing Service or Amenities

Outlined below are calculations that demonstrate the potential "leakage" of tax revenue to the Town of Fairplay. The tax revenue calculations are based on 4% sales tax revenue for Fairplay. All calculations are provided per establishment.

Missing Service/Amenity	Average Revenue	Potential Tax Capture (Per Establishment)
Automotive Dealer	\$3,500,000	\$140,000
Home Furnishings	\$800,000	\$32,000
Electronics Store	\$600,000	\$24,000
Clothing Store	\$750,000	\$30,000
Sporting Goods Store	\$500,000	\$20,000
Mid-Grade Restaurant	\$1,100,000	\$44,000
Jewelry Store	\$400,000	\$16,000
Bookstore	\$225,000	\$9,000
	Total	\$315,000

All calculations are based on information from the ESRI Business Analyst database and the average point-of-sale calculations from communities similar in size. The above figures are provided for comparison and demonstration of potential revenue capture for the Town of Fairplay. All figures will require additional investigation. The information given above does not guarantee the tax capture for properties or businesses and is merely a projection based on available data.

Recommendations for economic development opportunities

Outlined in this section are recommendations for the Town of Fairplay in regard only to the Building Adaptive Re-use. The outlined recommendations are provided to help identify potential end users and tenants for the adaptive re-use of the buildings. Each recommendation will provide information for:

- Potential users
- Space allocated within the building
- Potential economic impact on the community
- Potential lease rate

The information from this gap analysis recommendation set will be utilized to help build a scenario for the building that is sustainable long term and impactful for the community. Recommendations are:

- **Executive Offices** – These offices will provide the community with necessary “Class B” or higher office spaces of varying sizes. Leases should be flexible and offer anywhere between 3-month and 2-year options for tenants.
- **Business Incubator** – A portion of the office spaces should be reserved for a business incubator, offering reduced rent rates and utility offsets for deserving local businesses or agencies. The incubators should focus on amenities or services that are necessary for the community to become self-sufficient or amenities that will improve the quality of life for residents.
- **Pharmacy** – The pharmacy should have a permanent and secure location within the buildings and should be separated from other sections. It is recommended it be located in room No. 24 as this would allow for exterior access and limited comingling with other tenants. This space can serve a traveling pharmacy and potentially transition into a full-time pharmacy as the need for the service grows within the community.
- **Doctor’s/Health-Care Provider Office** – A portion of the spaces within the buildings should be dedicated to a traveling doctor’s office. This office space should be set up and leased out to specialty doctors who are serving the town on a regular calendar. The space can serve multiple uses for many health-care professionals, including:
 - Internal Medicine Specialists
 - Aging Population Specialists
 - Physical Therapists

It is recommended this office have a separate entrance and access for patients, for security reasons, and be located in room No. 7. This entrance would need to become ADA compliant

Recommendations provided are designed to represent several solutions or space allocations within the existing building. If additional recommendations are necessary for the remainder of the community, an additional review is recommended.

Recommended Use	Space Allocation	Room Location	Potential Lease Rate (Sq Ft)	Potential Annual Lease Revenue	Note
Executive Offices	1385	2-5 & 17-23	\$9.82	\$13,697.65	Calculation also includes shared conference space
Business Incubator	400	7-9	\$4.25	\$1,700.00	Spaces can be moved from executive offices as desired.
Pharmacy	361	24	\$12.50	\$4,512.50	Location is most separated for pharmacy security
Doctor/Healthcare provider	200	10	\$14.50	\$2,700.00	Location will have easy access to restrooms and ADA accessible entrances



Public Input Synopsis

When a building is centrally located within a community or downtown, it has an effect on the overall community character. These keystone buildings provide an integral part of the community character that can either be affected positively or negatively by the community as a whole. For this reason, it is critical that community input and feedback become part of any successful adaptive re-use project. Based on this common understanding, a comprehensive public input process was provided for the property at 501 Main Street in Fairplay.

As the residents of Fairplay and the region are made up of a diverse socio-economic cohort, a detailed and well-crafted public participation plan was necessary to ensure that all residents' voices were heard. Understanding that this was the goal, our team tailored the below public input processes for the comprehensive public input process:

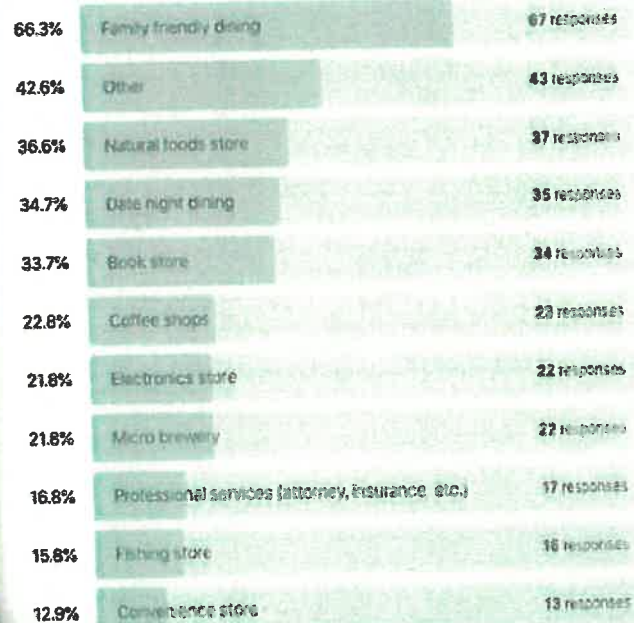
- Community engagement survey – This online and print-form survey focused on gathering community input and goals for the building. Highlights about the survey are:
 - 128 unique survey responses
 - 122 online survey responses and 14 print-form survey responses
 - 47 online surveys taken via desktop, 68 via smartphone, and 7 on other devices
 - An average of 14 questions (due to logic jump questions)
 - An average time of 7:34 to complete the survey
 - Surveys totaling 17.4% of the town

Results from this survey were varied and provided a detailed set of background data about the community's perceptions of the building, its history, and its potential uses. Details about the survey responses are provided in the appendix of this document as validity of responses. Highlights from the survey responses are outlined below:

- 55.4% of survey respondents visit Fairplay daily
- 66.3% of all survey respondents would like to see more family-friendly dining options
- 73.6% of survey respondents support municipal or community-based uses at the building
- 69.4% of survey respondents would like to see additional retail or commercial uses provided in the building.

You have indicated that there are not enough services or retail establishments. Please select which service or style of establishment you feel would compliment your community (select all that apply):

Total of 122 people answered this question (with multiple choices)



PUBLIC INPUT

3

- Stakeholder meetings – Conducted at the same time as the online survey, stakeholder meetings were held to gather feedback about the building from various property owners, business owners, and concerned citizens. These meetings were held informally as the consultant went to over 90% of local businesses on the Main Street and Front Street corridor to gain feedback. The purpose of these meetings was to provide an opportunity for people to give anonymous feedback about the building, potential uses, and potential roadblocks. These meetings were held in small groups or one-on-one. Highlights or notable statements from the meetings are as follows:
 - The community is concerned about the building being an “eyesore”.
 - There is an idea that has been circulating that the building is a double-wide trailer.
 - There is an overwhelming desire to see the property utilized somehow, not just left vacant.
 - Business owners are concerned about potential rivals or competition.
- Conceptual or data-gathering public input meeting – At this meeting stations were provided to gather feedback about the potential re-use of the building. This meeting was facilitated in an open-house format and stations provided were designed to gather feedback or input about the building, potential uses, desired end users, and other available feedback from the residents. Highlights about the meeting are as follows:
 - A total of 22 individual participants were signed in at the meeting.
 - Six (6) separate stations were provided, utilizing touch sensory data-gathering methods to gain input.
 - Consultant staff and Town officials were available to answer questions.
 - Tours of the building were provided by town staff.

Information gathered during this meeting, coupled with the previously completed existing-conditions analysis, was utilized to help determine the highest and best use for the building. Highlights from the feedback provided by residents includes:

 - Participants were vocal about a desire to see the building used.
 - There was a desire for community/civic spaces to be available.
 - Residents voted for covered walkways and civic spaces in a visual preference.
 - Residents preferred the “western” feel of architecture with raised and covered wooden walkways.
 - Signage styles were preferred to hanging blade signage.
- Draft scenario public input meeting – After the existing-conditions analysis, gap analysis, and highest/best use determination were completed, a second public input meeting was held. During this meeting a brief presentation about a sample scenario was provided, a question/answer (Q&A) session was held, and residents were asked to provide written/oral feedback at stations. Highlights from the presentation and Q&A period were:
 - The draft scenario would retain much of the building and require little construction, offering a smaller budget for renovation.
 - The building was in good shape for most of the infrastructure systems.
 - Potential end uses would highlight:
 - Civic spaces
 - Artist/maker space or co-ops
 - Local visitor center
 - Executive offices
 - Community-gathering spaces.

During the Q&A period there were a few questions, many of which focused on potential artist spaces. Based on this, the public provided feedback in written and oral form to the consultant. During this process, the following highlights from the public input portion of the meeting were created:

- Residents approved the look and feel of the completed before-and-after renderings.
- Participants provided feedback that the building should focus on civic spaces, not profitability or revenue.
- Several residents noted a desire to have spaces available for local artists, businesses, or individuals at a lower rate than for out-of-town users.
- Further refinement of space calculations, processes, and ownership/rental arrangements was needed.

As a takeaway from this meeting, the proposed scenario requested few changes. Based on this input, the consultant team can begin to finalize the scenario and estimating, and implementation

Do you feel there are enough services or retail amenities within Fairplay?

121 out of 122 people answered this question



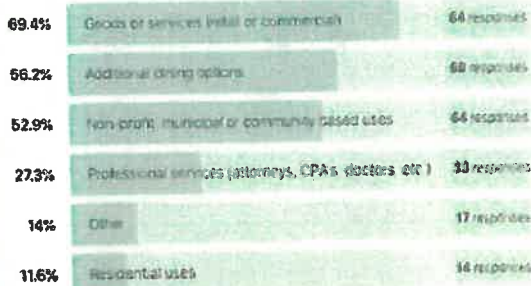
How long have you lived in Fairplay?

62 out of 122 people answered this question

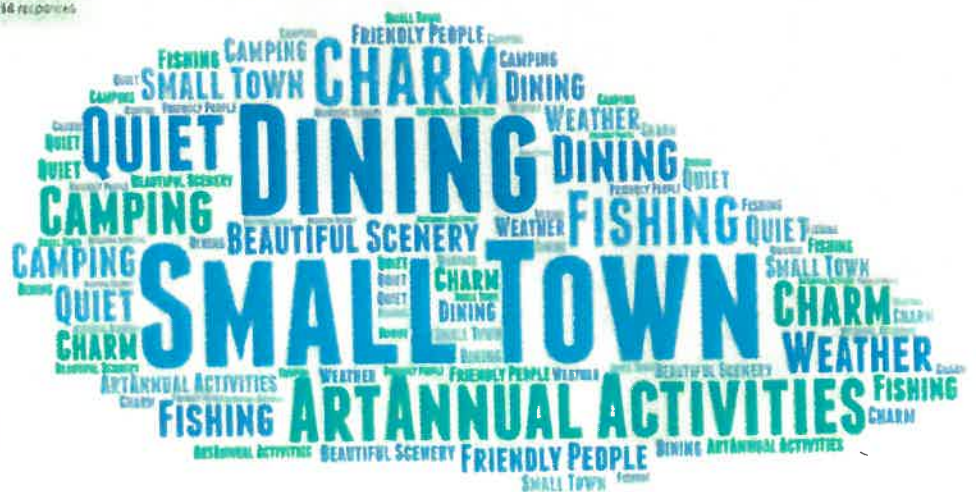


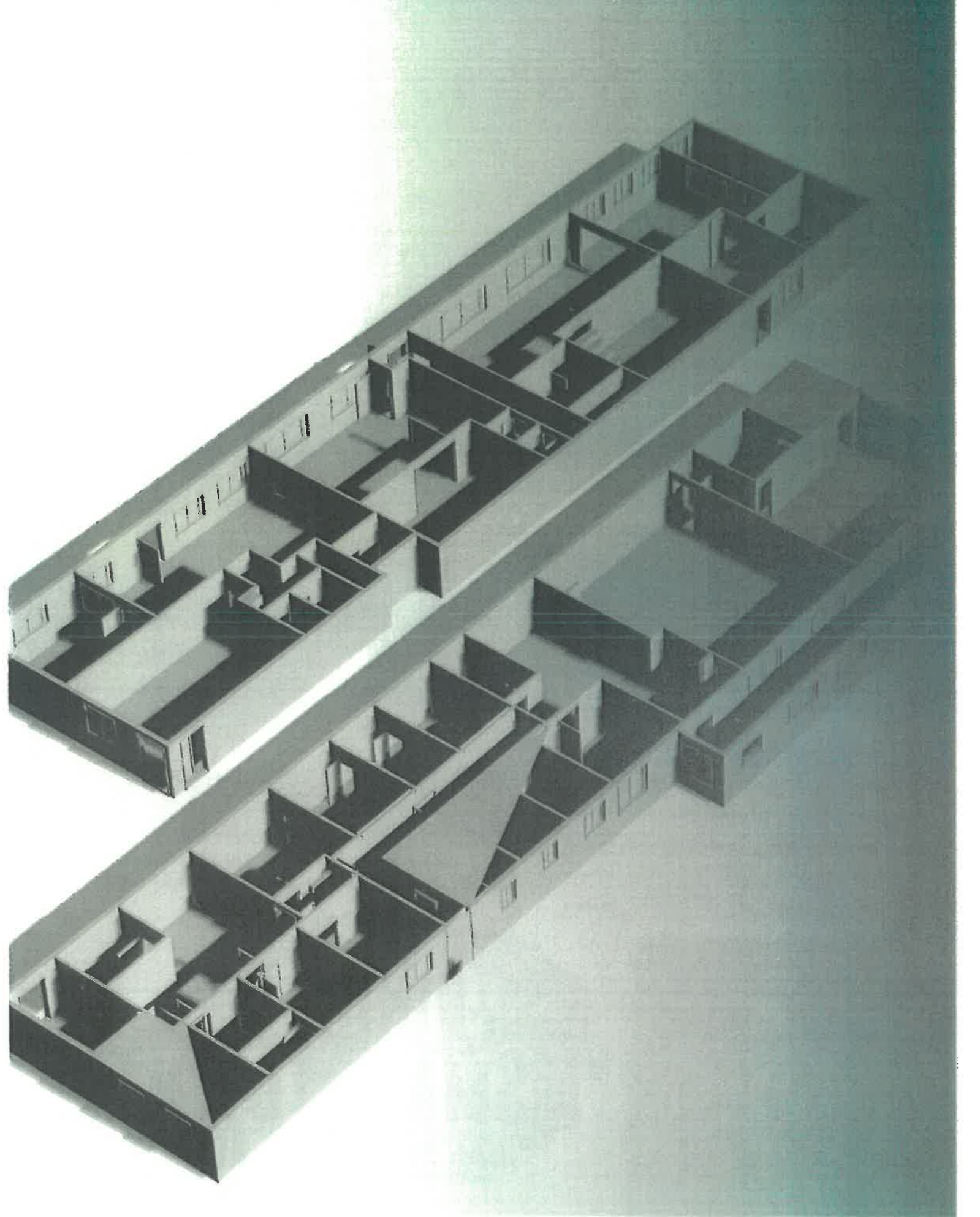
What types of services or uses would you like to see provided in the building at 501 S Main St? (Select all that apply)

121 out of 122 people answered this question



Word Map of "What are your two (2) favorite things about living in or visiting the Fairplay area?"





Preferred Scenario

Scenario planning is the culmination of all previously completed steps, focusing on illustrating what the community has determined to be the highest and best use for the building.

For the building at 501 Main Street in Fairplay, a multi-step scenario process was utilized to help create potential options for the final layout of the building. During this multi-step process, a series of scenarios were developed, tested, and reviewed by municipal staff and elected officials. Outlined below are samples of the preliminary scenarios utilized for initial scenario-development discussions. Highlights about these scenarios are:

- Capitalize on the available spaces, while providing additional services that are desired by the public.
- Allow for partial demolition or full building rehabilitation.
- Create additional spaces that are more usable yet not more expensive to manage or lease.

Based on the preliminary scenarios presented and the ensuing discussion, a more streamlined, cost-effective, and easily implementable scenario was developed. In an effort to meet these goals, the consultant provided a more clear scenario that better utilized the buildings in the current configurations, while working toward meeting local goals. Outlined below are the highlights utilized to prepare the final scenario:

- Focus on potential civic spaces.
- Provide maximum contribution to the community.
- Limit retail/commercials spaces, as the building is not needed to become profit bearing.
- Allow for expansion and adaptation as the community changes over the next decade.

On the following pages are images that outline the final scenario for the building at 501 Main Street in Fairplay. This scenario will be further explained throughout the remainder of this chapter.

ADAPTIVE REUSE SCENARIO INFORMATION





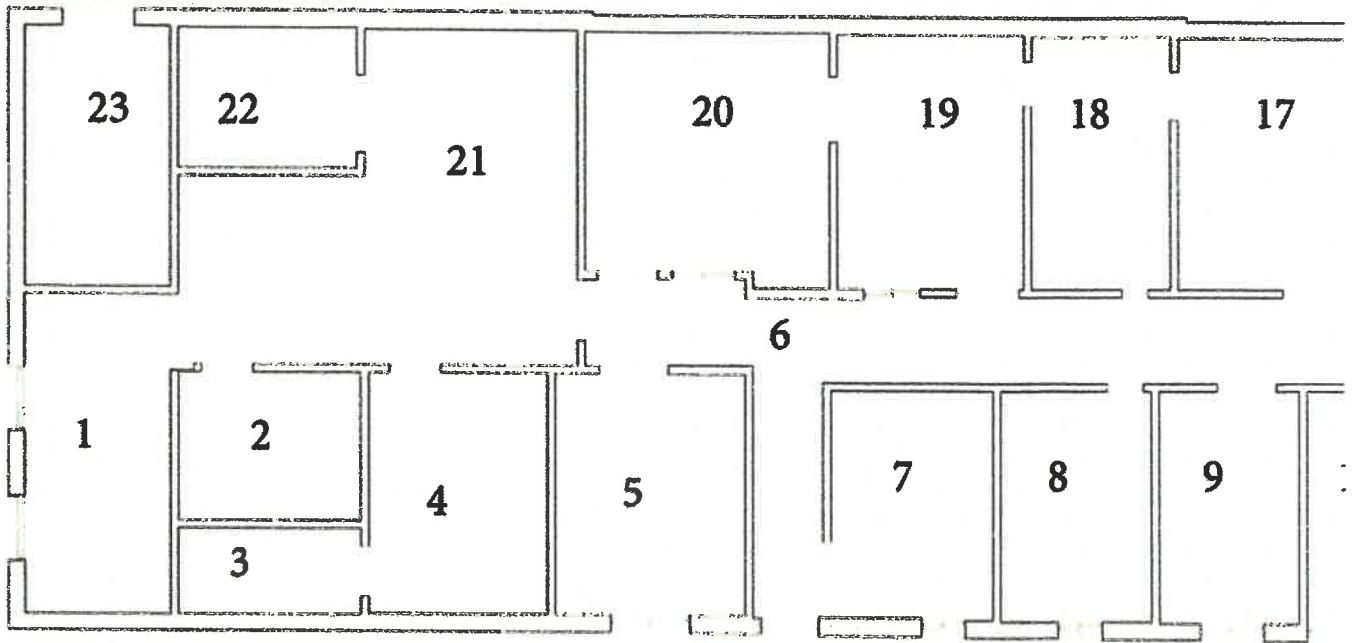
USE	SQUARE FOOTAGE	PERCENTAGE OF BUILDING
 OFFICE SPACE	2,284 SQ FT	25.52%
 RETAIL SPACE	1,939 SQ FT	21.67%
 CIVIC SPACE	1,566 SQ FT	17.50%
 COMMUNITY SPACE	3,160 SQ FT	35.31%
TOTAL	8,949 SQ FT	100.00%

Exhibit 5 - Preferred Scenario Breakdown

GROUND FLOOR

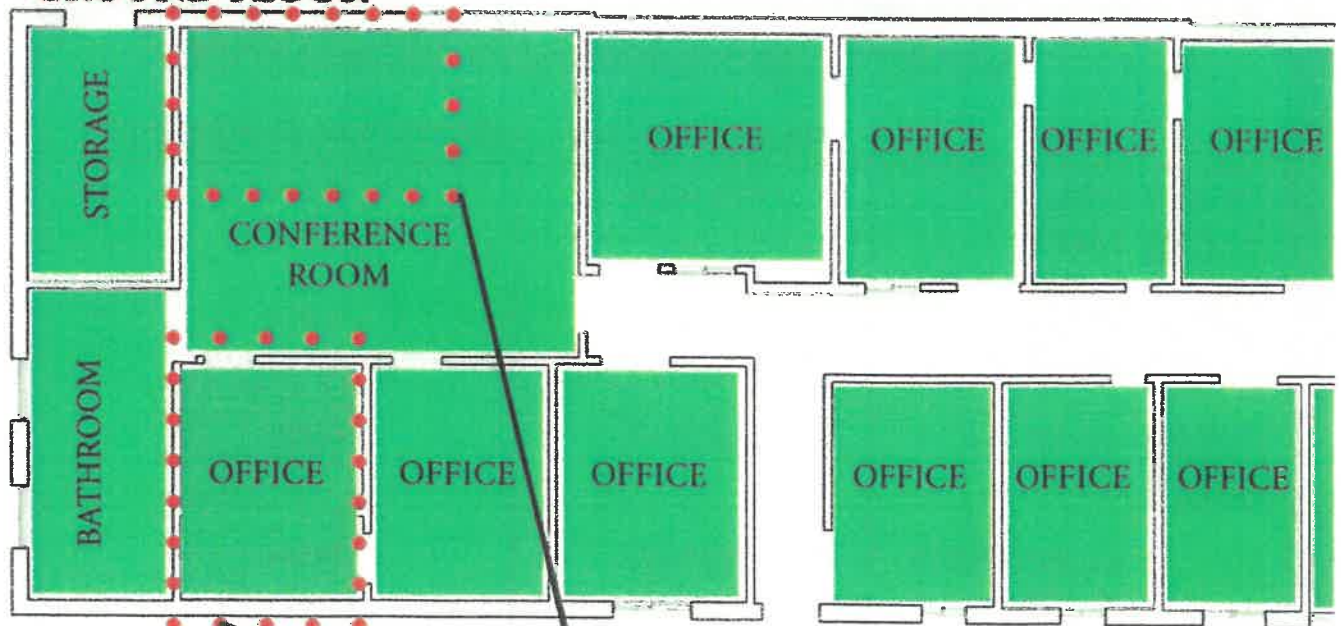
EXISTING

GROUND FLOOR



FINAL SCENARIO

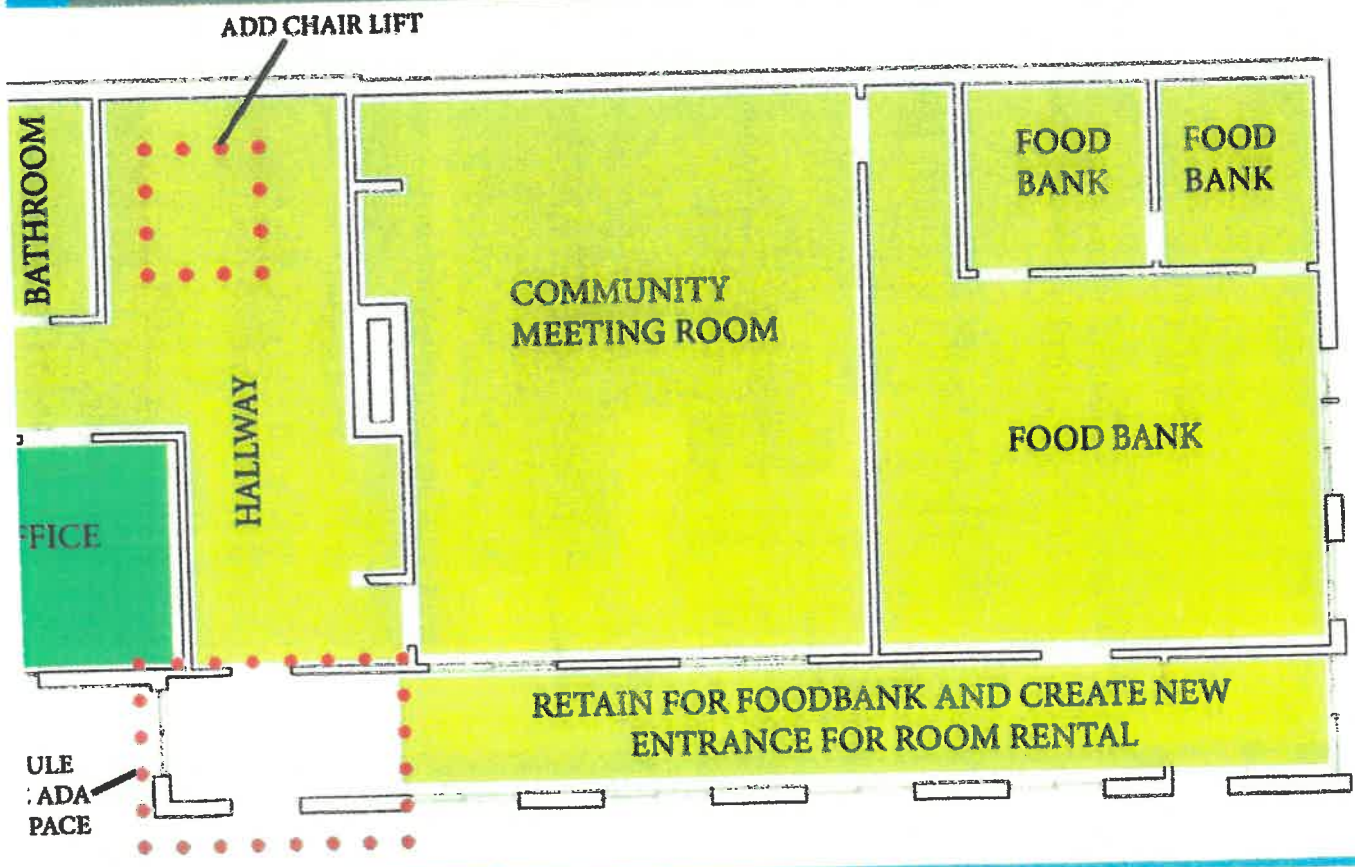
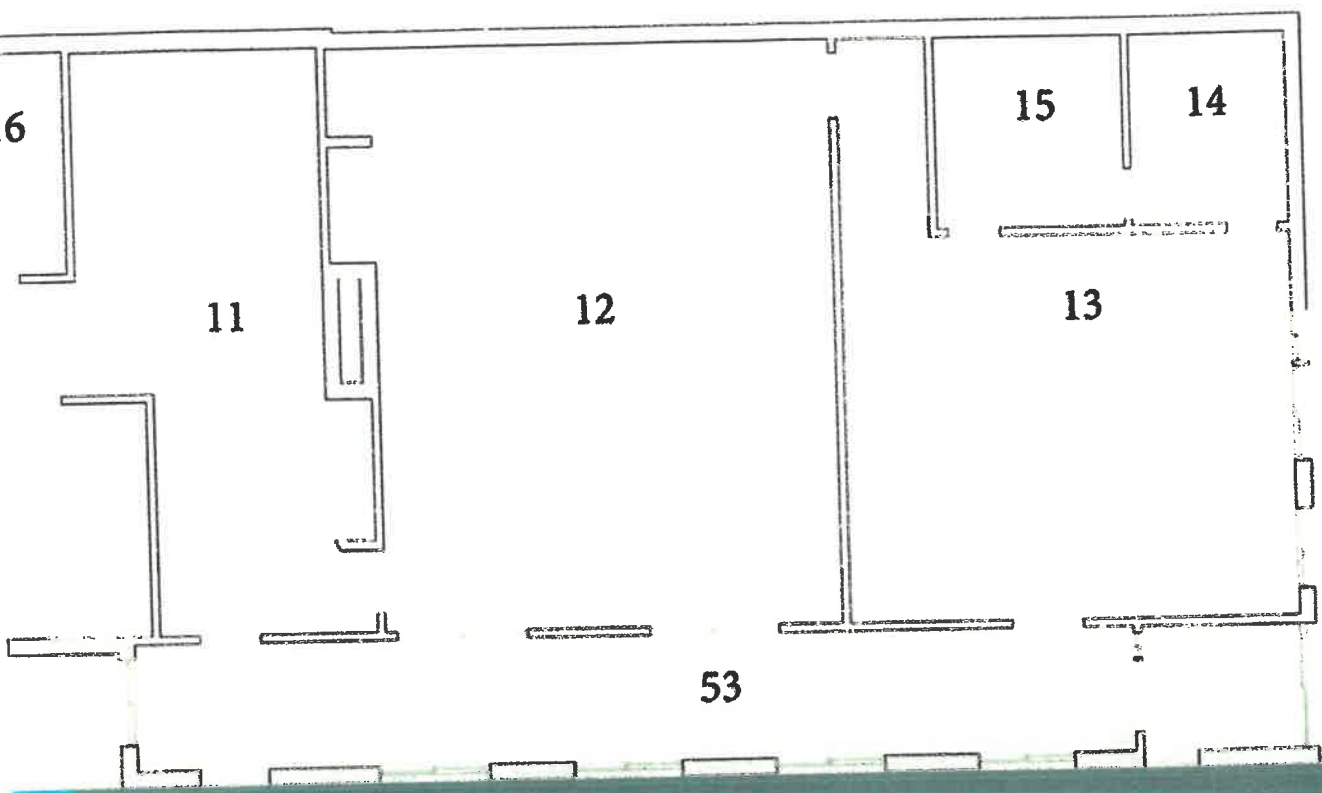
GROUND FLOOR



CLOSE CLOSET AND
COMBINE FOR NEW
OFFICE

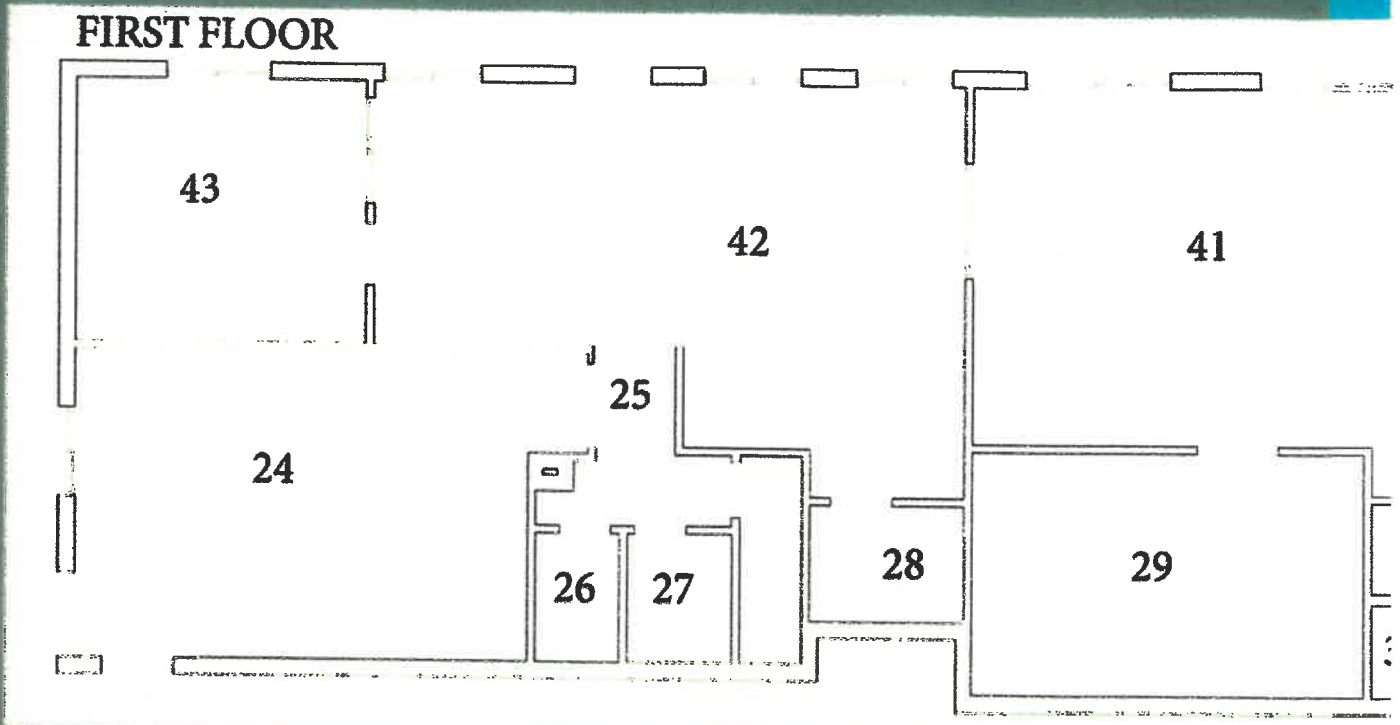
REMOVE WALLS TO
OPPEN SPACE FOR
CONFERENCE ROOM

REMOVE V1
AREA FOR
ACCESSIBIL

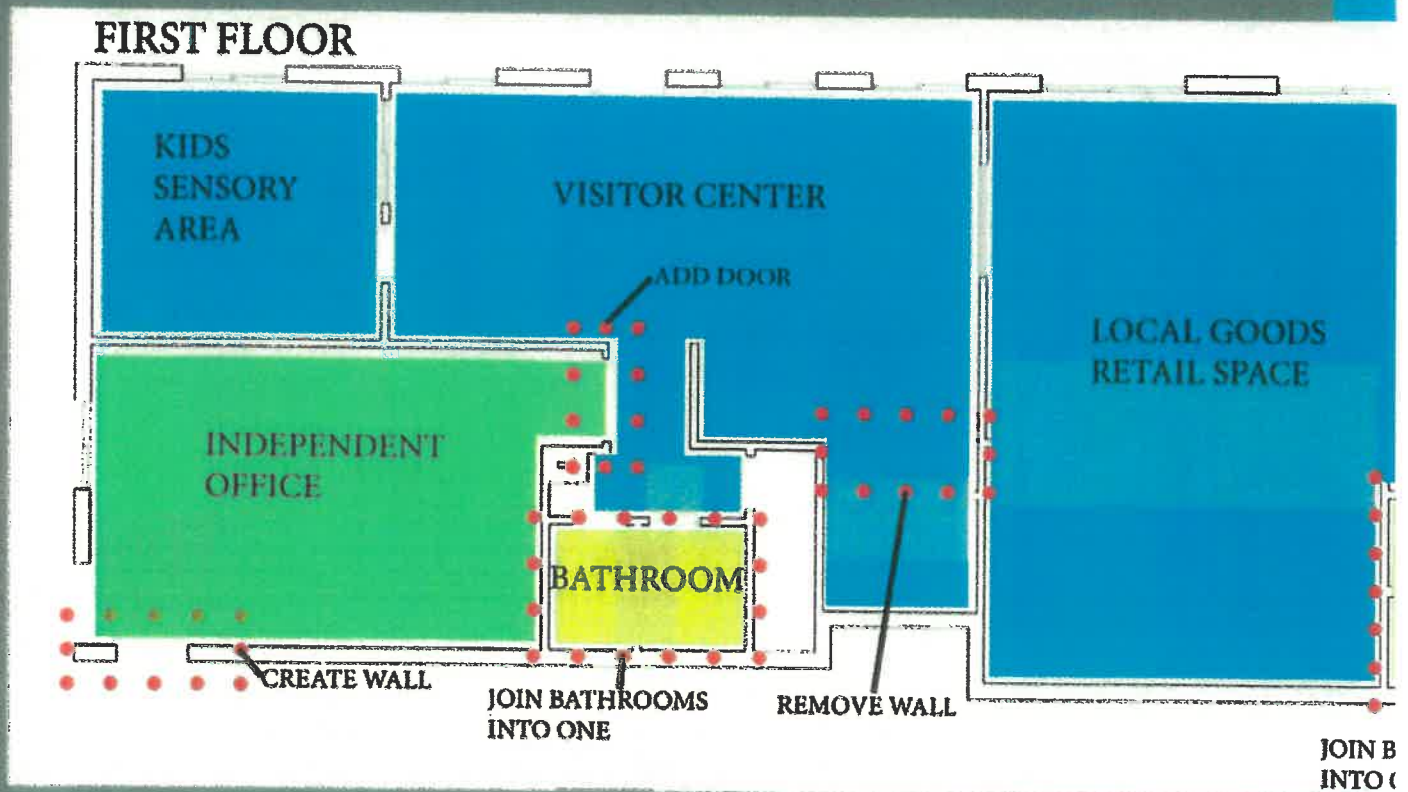


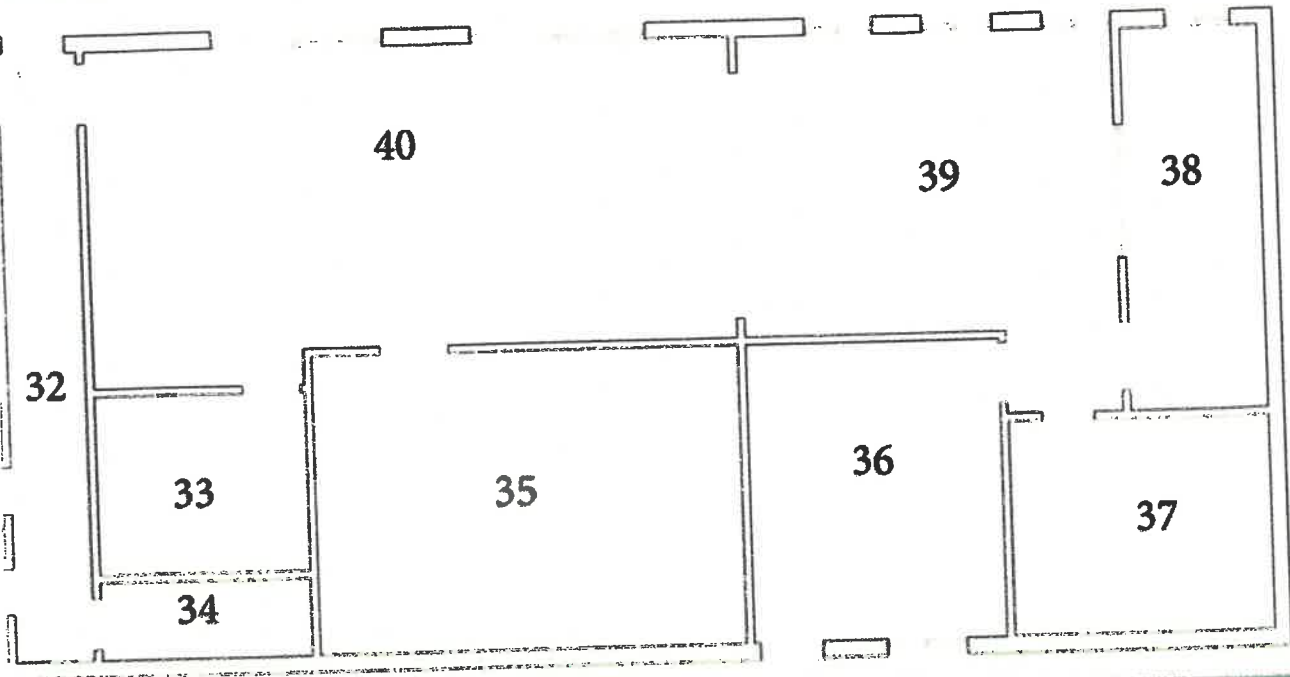
FIRST FLOOR

EXISTING

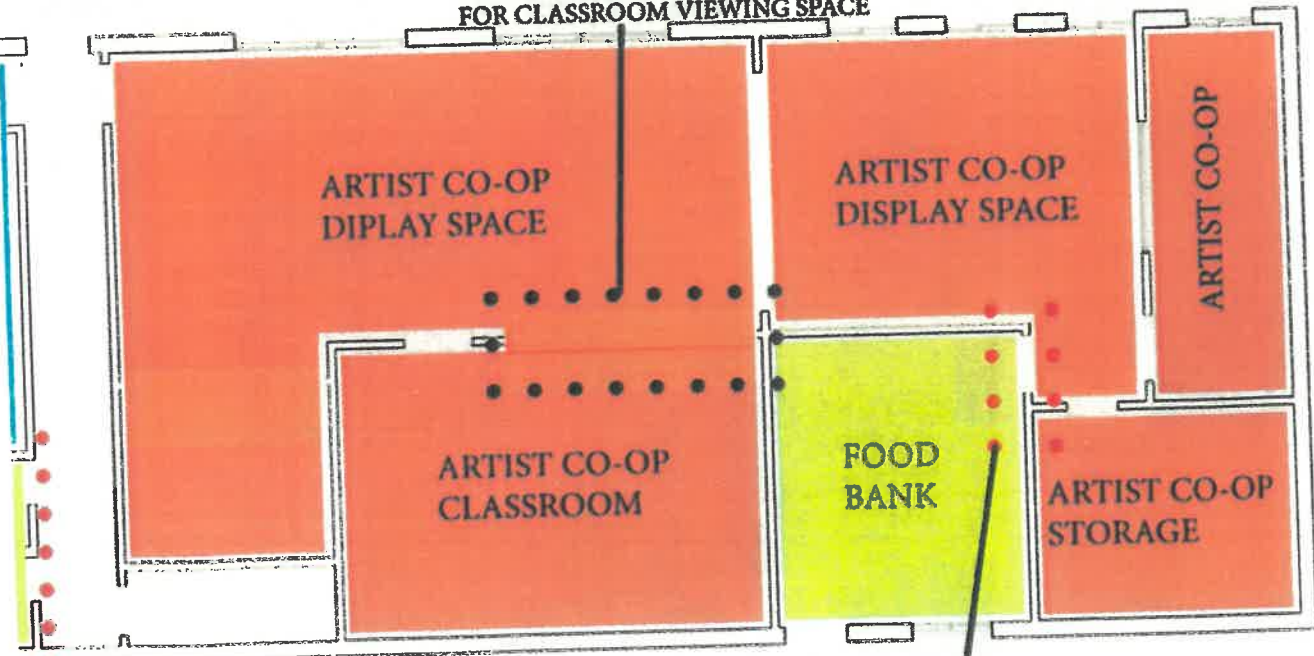


FINAL SCENARIO





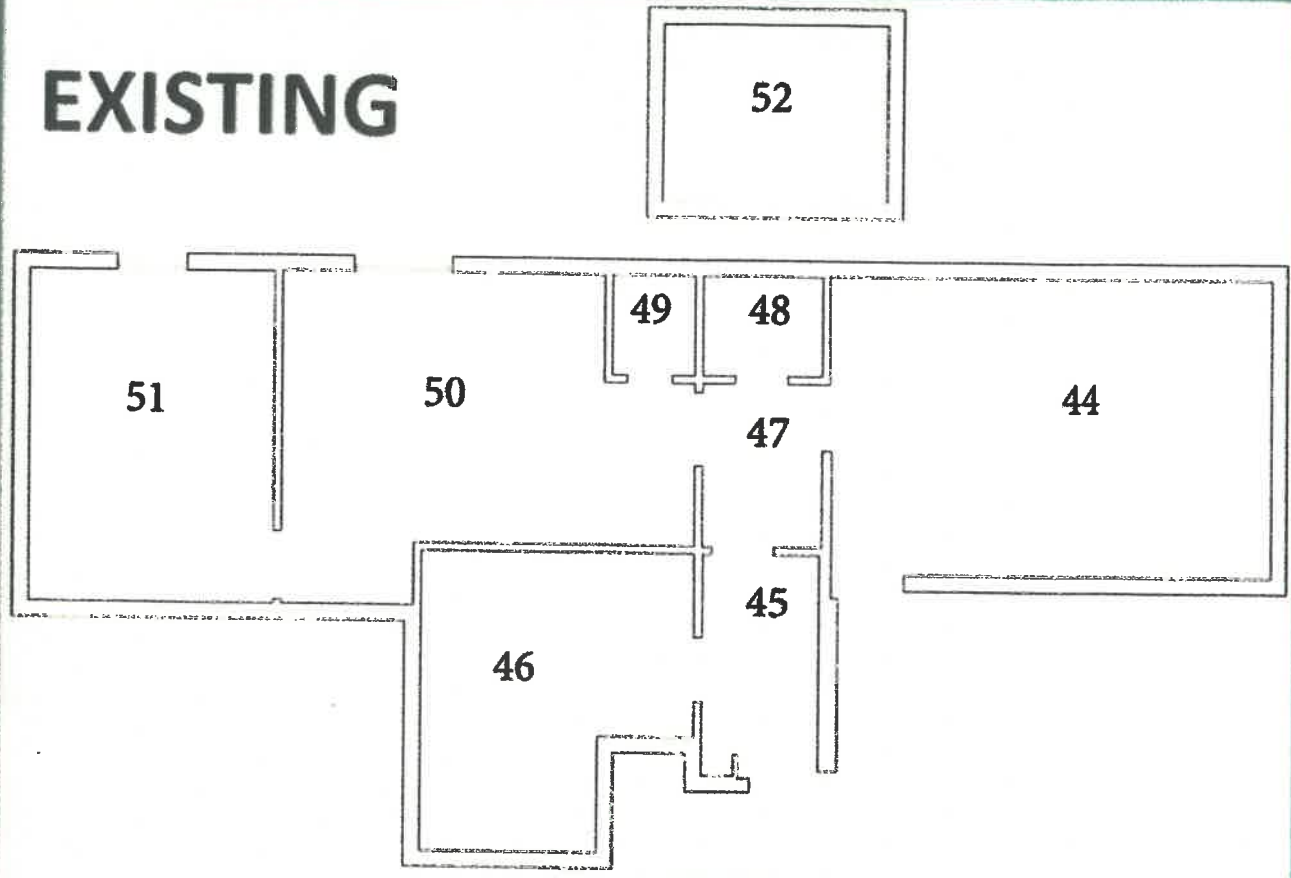
REMOVE WALL & ADD GLASS WINDOW FOR CLASSROOM VIEWING SPACE



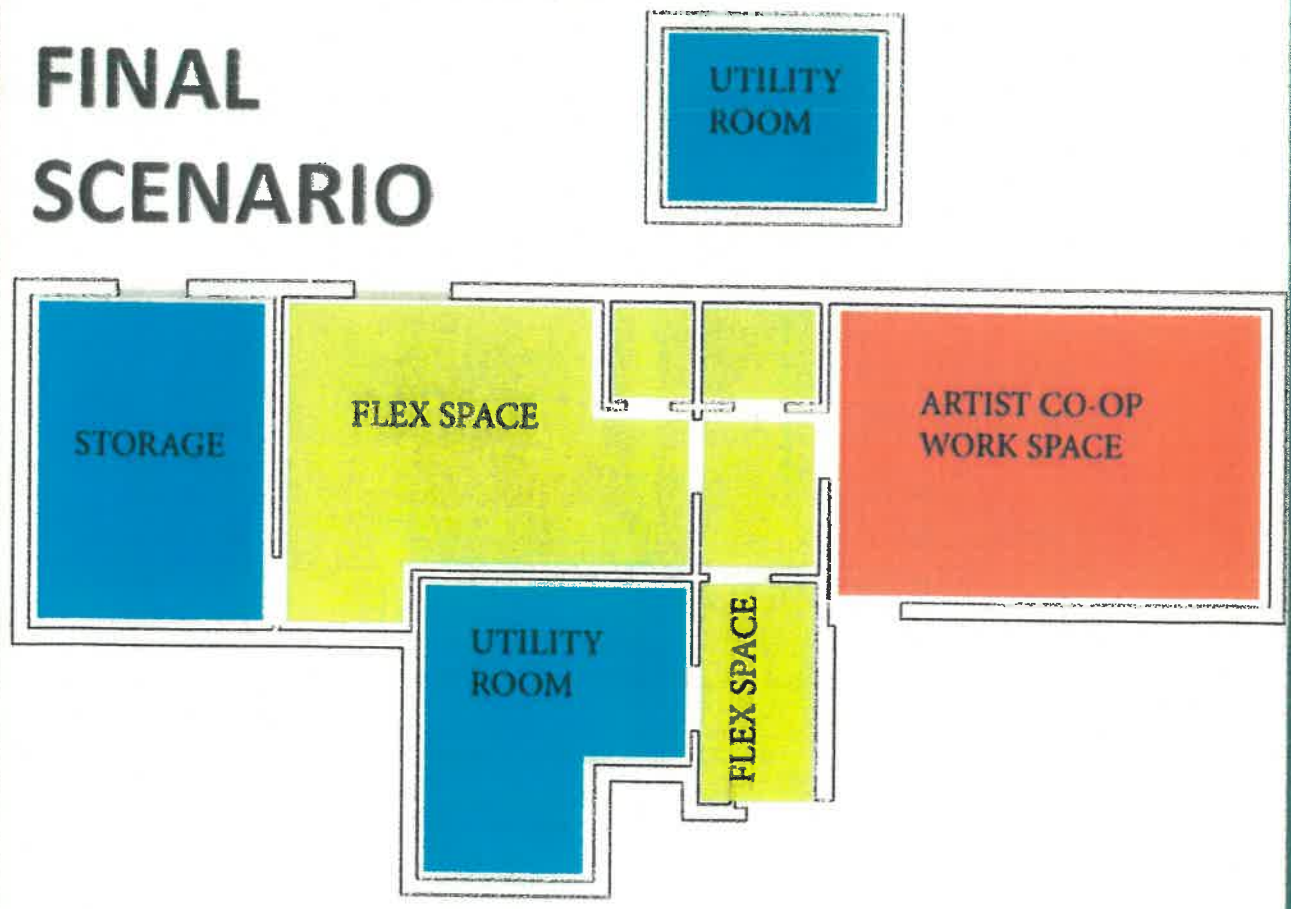
ROOMS

CREATE WALL

EXISTING



FINAL SCENARIO



Final Scenario Explanation

Outlined in the previous graphics are the final scenario floor plans. Provided at the bottom of this page is an example of potential facade improvements. These graphics are provided to demonstrate the final scenario in visual form and are not the approved final or construction renderings. All graphics are provided to complement the narrative outlined on this page. Highlights from the final scenario are as follows:

- Floor plans by floor – These floor plans are provided for graphic representation only. They are not intended for construction documentation or design development.
 - Existing conditions
 - Proposed use with final scenario
- Facade improvements – Facade improvements for the building at 501 Main Street are provided by the Fairplay Forward planning study completed by a previous consultant. These graphics are provided to graphically detail the conceptual exterior enhancements or renovations of the building at 501 Main Street. A series of images are provided to provide this documentation.
 - Existing conditions
 - Proposed faced treatments
- Scenario-breakdown information – The building at 501 Main Street is roughly 9,000 square feet in size and located prominently within the community. As this building will play a critical role in the success of the community revitalization currently underway by the Town of Fairplay, it is important to understand the portions of the building that will be dedicated to each use. Outlined in exhibit 5 (page 31) is a chart of anticipated uses, square footage allocated, and potential lease/rental rates



ARTIST - MAKER SPACE



RENDERINGS ARE CONCEPTUAL ONLY

VISITOR CENTER



RENDERINGS ARE CONCEPTUAL ONLY

Necessary Changes and Alterations

Changes or alterations – Understanding that it is the desire of the municipality to utilize the building to the fullest extent possible and limit renovation costs, the consultant has prepared a brief list of required projects, changes, or alterations that will be required to implement the preferred scenario's vision. All information provided in this section is based on the existing-conditions analysis and the detailed building assessment. Further documentation or study is recommended before demolition or adaptive re-use construction is started. The alterations or changes listed below do not constitute a comprehensive list; they are provided to highlight the larger or more significant changes. Additional work may be required for cosmetic or personal preference alterations. All alterations are provided in the graphics (floor plans), as well as a graph below the plan, and will include:

- Proposed alteration change
- Notes for alteration/change
- Room location for alteration/change

The above-listed alteration/change details are provided for budgeting purposes only. The consultant based the proposed costs on recently completed renovation work of a similar scope. Each region, state, or municipality has unique circumstances that can, of course, change these prices. All pricing is conceptual until a competitive bidding process is undertaken, and final contractor pricing received.

Justification

Understanding the purpose and overall rationale of a building re-use helps provide a clear, concise, and accurate picture of the building. It is important that the proposed space utilization and end users in the building support the overall community goal, as well as meet under-served needs within the community. For this reason, the elements below outline the proposed purpose and rationale for the building at 501 Main Street in Fairplay:

- Pharmacy – Currently, the community has limited pharmacy locations or medicine providers. This specific service is a requirement for year-round residents and should be implemented in a central location. The building currently

has a uniquely situated space, specifically room 24. This room would allow for easy outside-door access, and a separate/secured location within the building.

Change/ Alteration	Room Location	Note
Remove Wall	20 - 21	Remove non-structural wall to open up room
Add door	22 - 23	Install door to access new office space
Remove Wall	2 - 3	Remove wall between closet and mechanical room
Remove Portion of Vestibule	53	Remove a portion of the vestibule to allow additional room for ADA
Add Single Chair Lift	11	Locate single chairlift in Northwest corner
Create Wall	36 - 39	Close off doorway opening between rooms 36 & 39
Remove Structural Concrete Vault Wall	35 - 40	Cut wall and remove for installation of sliding door
Install Sliding Glass Wall/Door	35 - 40	Install sliding door in cut-out opening
Remove Wall and Combine Bathroom	30 - 31	Remove wall and combine bathrooms to create a single ADA accessible bathroom
Remove Wall	28 - 42	Remove wall and open space, replace flooring as necessary
Remove Wall and Combine Bathroom	26 - 27	Remove wall and combine bathrooms to create a single ADA accessible bathroom
Install Door	24 - 25	Install security door with separate lock/key
Create Wall	23 - 24	Close of doorway between room 23 - 24

- Architect/Engineer – Currently, the community does not have enough professional design and construction service providers to support the growth within the community. As this was identified as part of the gap analysis, it is recommended to be implemented within the small business/office area of the building. These companies can be located in the executive offices section or have their own spaces created elsewhere within the building.
- Business Incubator – Fairplay currently has an under-served clientele of small business owners. These small businesses are often housed in the owner's residences. By installing a business incubator, the community will be able to help foster these businesses into unique services or amenities for the community through providing them with adequate rental space at a fair cost. This business incubator could have 3 to 4 offices and focus on providing below-rate rentals for business expansion that will serve the community by providing an improved quality of life.
- Executive Offices – Executive offices will fill a need in the community for class "b" office space. Currently, there are limited rental opportunities available, and the ones that are available are focused on retail or service industries. Executive offices will help provide a space for smaller companies or telecommuting individuals to work. These spaces will range from 150 to 400 square foot in size and have access to a shared conference facility. They will also serve as income generators for the building, helping to offset upfront and continuing/operational costs.
- Community Room – Currently, the community does not have adequate meeting spaces for larger public meetings or events. Understanding this is a critical element for any municipality looking to revitalize its community, a community room is proposed. The community room will serve as the hub of activity for the building and be retained in the current location of room 12. This room will be configured to provide ample opportunities to residents, businesses, and municipal staff. The room should also be available for private use through a reservation system.
- Artist and/or Makerspace – The largest space on the first floor is ideally set up for a local makerspace or artist co-op. This space could be leased to a tenant or management company to run and program the space. Working with the unique spaces that are available in rooms 35, 38 & 39, the space will serve as a location for sales, instruction, and all things artistic. Provided on previous pages are sample before-and-after imagery. Highlights about this space include:
 - Re-use of the existing vault structure
 - Inclusion of a display/gallery space
 - Creation of a makerspace in the basement to serve the growing artist community.
- Visitor Center – Currently, the visitor center is located within the Town Hall building. Its presence in the building can serve as a distraction, and at times, nuisance for town business. As the Fairplay is continuing to grow in popularity, the visitor center will also continue to grow. It is due to this that the building at 501 Main Street is proposed to house a new visitor center. This will be housed in rooms 41 - 43. Within these rooms there is anticipated to be:
 - A visitor center or check-in desk
 - A multi-sensory kids' room
 - Areas to sell local products and goods
 - Opportunities to display artwork or local crafts
 - A counter and location where visitors can ask visitor center staff about directions and amenities and purchase gold-panning permits.

Rationale

The above-outlined services or amenities have been carefully crafted to meet the needs of Fairplay and regional residents. Each potential use will serve the community, offering a quality-of-life improvement that can be witnessed by all residents. Additionally, the building is uniquely configured and in a well-preserved condition, eliminating the need to demolish/redevelop the parcel at additional cost to the taxpayer. Below is the identified rationale for the building scenario developed:

- Community-focused building – The final scenario illustrates a building that is both community-focused and community-driven. The structure capitalizes on the available space and equally balances a return on investment with minimal income-generating properties.
- Structure will be largely re-used – This will reduce the amount of materials being transported to landfills and improve the overall character of the community through a renovated building.
- Most economical option – By re-using the majority of the structure, the residents are provided with the most economical option for renovation. This will lessen the burden on taxpayers, while providing a sustainable and implementable project.
- Largest impact to the community – As illustrated in exhibit 5, almost one-third of the building is proposed to serve the community as a “local space”. These spaces will help provide necessary community-based services to residents, serving as a local community hub.
- Quickest implementation timeframe – By completing the final prepared scenario, residents will be able to witness change for the property quickly. Due to the limited improvements necessary, the community could expect to see a building transformation that takes months, not years. This expedited schedule will help build momentum within the community, while providing necessary community services.

Proforma

Understanding the potential costs for an adaptive re-use goes well beyond construction costs. There are capital improvements, utilities, mortgages, maintenance, and other financial obligations that have to be considered. Understanding this, the consultant has created a proforma that illustrates the projected costs for the building at 501 Main Street over the next decade. The costs provided are based on recent figures from other regional and national projects. In an effort to provide clarity for the short- and long-term financial status of the building, these proforma documents are being provided at intervals, specifically:

- First 15 months – This pro forma will more concisely outline the anticipated construction costs, financial impacts, and timeframe for implementation. Outlined on the next page is the 15-month pro forma.
- 15-year proforma – This pro forma will provide a picture of the carrying or ongoing costs for the building over the next decade. Outlined on the following pages in this subsection is the 15-year proforma.

PROFORMA - 15 MONTH

Project Name:

301 Main Street Adaptive Re-use/ feasibility Study

Part Income 0.00%
Expense Income 0.00%

	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	
Revenue																
Part 1 - Executive Offices	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Part 2 - Visitor Center	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400
Part 3 - Art 00-00	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200
Part 4 - Food Bar	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Part 5 - Retail Space	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400
Great Income	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Less Varying Exp	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140
Effective Great Income	\$2,860	\$2,860	\$2,860	\$2,860	\$2,860	\$2,860	\$2,860	\$2,860	\$2,860	\$2,860	\$2,860	\$2,860	\$2,860	\$2,860	\$2,860	\$2,860
Expenses																
Administrative	\$300	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Management Fee	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300
Leases	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700
Operations & Maintenance	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400
Repair Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tel & Internet Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Misc	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800
Net Operating Income	\$710	\$710	\$710	\$710	\$710	\$710	\$710	\$710	\$710	\$710	\$710	\$710	\$710	\$710	\$710	\$710
Total Cash	\$100,000	\$102,140	\$112,140	\$112,140	\$122,140	\$122,140	\$132,140	\$132,140	\$142,140	\$142,140	\$152,140	\$152,140	\$162,140	\$162,140	\$172,140	\$172,140
Capital Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Assumptions:
 40% 80% gross margin, 80% from quarterly and 20% from peak.
 Local Grant
 Year 1 \$34,000.00 \$14,000.00 \$14,000.00
 Year 2 Grant \$0.00 \$0.00 \$0.00 \$0.00

Projects included by each year (not estimated)
 Exhibit Phase 1, Exhibit Phase 1
 Exhibit Phase 1, Exhibit Phase 2

Project Name:

501 Main Street Adaptive Re-use/Feasibility Study

Assumptions

Rent Increase

2.50%

Expense Increase:

2.00%

	2021	2022	2023	2024	2025
Income					
Rent 1 - Executive Offices	\$18,000	\$18,450	\$18,911	\$19,384	\$19,869
Rent 2 - Visitor Center	\$4,800	\$4,920	\$5,043	\$5,169	\$5,298
Rent 3 - Art co-op	\$6,000	\$6,150	\$6,304	\$6,461	\$6,623
Rent 4 - Food Bank	\$0	\$0	\$0	\$0	\$0
Rent 5 - Maker Space	\$4,800	\$4,920	\$5,043	\$5,169	\$5,298
Gross Income	\$33,600	\$34,440	\$35,301	\$36,184	\$37,088
Less Vacancy (5%)	\$1,680	\$1,722	\$1,765	\$1,809	\$1,854
Effective Gross Income	\$31,920	\$32,718	\$33,536	\$34,374	\$35,234
Expenses					
Administration	\$1,200	\$1,224	\$1,248	\$1,273	\$1,299
Management Fee	\$3,600	\$3,672	\$3,745	\$3,820	\$3,897
Utilities	\$8,400	\$8,568	\$8,739	\$8,914	\$9,092
Operations & Maintenance	\$4,800	\$4,896	\$4,994	\$5,094	\$5,196
Payroll Expenses	\$0	\$0	\$0	\$0	\$0
Tax & Insurance Expenses	\$3,000	\$3,060	\$3,121	\$3,184	\$3,247
Other: Misc	\$2,400	\$2,448	\$2,497	\$2,547	\$2,598
Other _____	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$23,400	\$23,868	\$24,345	\$24,832	\$25,329
Net Operating Income	\$8,520	\$8,850	\$9,191	\$9,542	\$9,905
Initial costs	\$100,000				
Construction Costs	\$174,026	\$175,816	\$158,036		
Capital Improvements	\$0	\$0	\$0	\$6,000	\$6,000

Assumptions:

50%/50% grant match. 50% from municipality and 50% from grants.

Construction Costs

		Local	Grant
Year 1	\$348,052.00	\$174,026.00	\$174,026.00
Year 2	\$351,632.00	\$175,816.00	\$175,816.00
Year 3	\$316,072.00	\$158,036.00	\$158,036.00

026	2027	2028	2029	2030	2031	2032	2033	2034	2035
0,365	\$20,874	\$21,396	\$21,931	\$22,480	\$23,042	\$23,618	\$24,208	\$24,813	\$25,434
5,431	\$5,567	\$5,706	\$5,848	\$5,995	\$6,144	\$6,298	\$6,455	\$6,617	\$6,782
6,788	\$6,958	\$7,132	\$7,310	\$7,493	\$7,681	\$7,873	\$8,069	\$8,271	\$8,478
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5,431	\$5,567	\$5,706	\$5,848	\$5,995	\$6,144	\$6,298	\$6,455	\$6,617	\$6,782
8,015	\$38,966	\$39,940	\$40,938	\$41,962	\$43,011	\$44,086	\$45,188	\$46,318	\$47,476
1,901	\$1,948	\$1,997	\$2,047	\$2,098	\$2,151	\$2,204	\$2,259	\$2,316	\$2,374
6,115	\$37,017	\$37,943	\$38,891	\$39,864	\$40,860	\$41,882	\$42,929	\$44,002	\$45,102
1,325	\$1,351	\$1,378	\$1,406	\$1,434	\$1,463	\$1,492	\$1,522	\$1,552	\$1,583
3,975	\$4,054	\$4,135	\$4,218	\$4,302	\$4,388	\$4,476	\$4,566	\$4,657	\$4,750
9,274	\$9,460	\$9,649	\$9,842	\$10,039	\$10,240	\$10,444	\$10,653	\$10,866	\$11,084
5,300	\$5,406	\$5,514	\$5,624	\$5,736	\$5,851	\$5,968	\$6,088	\$6,209	\$6,333
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3,312	\$3,378	\$3,446	\$3,515	\$3,585	\$3,657	\$3,730	\$3,805	\$3,881	\$3,958
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2,650	\$2,703	\$2,757	\$2,812	\$2,868	\$2,926	\$2,984	\$3,044	\$3,105	\$3,167
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5,835	\$26,352	\$26,879	\$27,417	\$27,965	\$28,524	\$29,095	\$29,677	\$30,270	\$30,876
0,279	\$10,665	\$11,064	\$11,475	\$11,899	\$12,336	\$12,787	\$13,252	\$13,732	\$14,226
6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000

jects included in each year (cost estimates)

rior Phase 1, Interior Phase 1

rior Phase 1, Interior Phase 2, Interior Phase 2, Interior Phase 3

rior Phase 2



Cost Estimates

Outlined in this subsection are the cost estimates for the building rehabilitation and renovation work. These cost estimates are provided to illustrate a conceptual cost for building rehabilitation.

- Interior – Outlined below are a series of cost estimates prepared to illustrate conceptual costs for renovation of the building at 501 Main Street. These costs are based on square-footage or conceptual unit pricing and do not reflect construction documentation quantity take-offs. All prices quoted represent 2020 dollars and should be adjusted for inflation if implemented or utilized in later years. Cost estimates are broken down by phase, providing a potential for an attainable approach.
 - Interior Phase 1 – Executive offices, ADA accessibility, civic/gathering space, infrastructure system upgrades and food bank renovation
 - Interior Phase 2 – Visitor center and vestibule creation
 - Interior Phase 3 – Artist co-op and maker space
- Exterior - Main Street facade improvements were recommended as part of the Fairplay Forward document. Additional site and building envelope upgrades are recommended to provide a long-term sustainable building. Cost estimates are broken down by logical work scope and priority of importance. Below is the proposed set of phased cost estimates:
 - Exterior Phase 1 - Primary facade work along Main Street
 - Exterior Phase 2 - Necessary site and building envelope work

COST ESTIMATE

501



INTERIOR - PHASE 1

**Fairplay County Building Adaptive Reuse Project
 Concept Master Plan - Interior Phase 1
 Preliminary Opinion of Probable Construction Costs
 January 2020**

	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST
A	Demolition				
	Wall/Ceiling Prep	3,864	SF	\$1.10	\$4,250.40
	Floor Prep	3,864	SF	\$1.45	\$5,602.80
	Vestibule Demo	1	EA	\$5,000.00	\$5,000.00
	Subtotal				\$14,853.20
B	Infrastructure				
	Flooring	3,864	SF	\$3.15	\$12,171.60
	Wall Repair	1,000	SF	\$2.50	\$2,500.00
	Electrical Upgrades (Allowance)	1	EA	\$20,000.00	\$20,000.00
	HVAC Upgrades (Allowance)	1	EA	\$16,000.00	\$16,000.00
	Plumbing Upgrades (Allowance)	1	EA	\$7,500.00	\$7,500.00
	Exterior Door Replacement	3	EA	\$3,000.00	\$9,000.00
	Interior Door Replacement	19	LF	\$400.00	\$7,600.00
	Subtotal				\$74,771.60
C	ADA Accessibility				
	Install New Exterior Ramp	1	EA	\$30.00	\$30.00
	Install Door Opening Mechanism	5	EA	\$750.00	\$3,750.00
	ADA Parking	3	EA	\$250.00	\$750.00
	Install ADA lift	1	EA	\$14,250.00	\$14,250.00
	ADA Signage (allowance)	1	EA	\$1,000.00	\$1,000.00
	Subtotal				\$19,780.00
D	Lighting & Site Amenities				
	Replace Light Fixtures (LED)	54	SF	\$400.00	\$21,600.00
	Subtotal				\$21,600.00
	Contingency				
	Contingency (Budget)	\$1.00	LS	\$20,000.00	\$20,000.00
	Subtotal				\$20,000.00
	TOTAL				\$151,004.80
	Mobilization (Budget)				\$5,000.00
	Contractor Profit (8%)				\$12,080.38
	CONSTRUCTION TOTAL				\$168,085.18
F	Project Management				
	Necessary Project Management, Construction Documentation and Fiscal Administration	10	%		\$16,808.52
	Subtotal				\$16,808.52
	Total Project Cost				\$184,893.70

ALL COST ESTIMATES ARE BASED ON CONCEPTUAL DRAWINGS AND NOT INTENDED FOR CONSTRUCTION. THEIR PURPOSE IS FOR MUNICIPAL BUDGETING ONLY.

**Fairplay County Building Adaptive Reuse Project
 Concept Master Plan - Interior Phase 2
 Preliminary Opinion of Probable Construction Costs
 January 2020**

INTERIOR - PHASE 2

	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST
A	Demolition				
	Wall/Ceiling Prep	2,046	SF	\$1.10	\$2,250.60
	Floor Prep	2,046	SF	\$1.45	\$2,966.70
	Vestibule Preparation Work	1	SF	\$5,750.00	\$5,750.00
	Subtotal				\$10,967.30
B	Infrastructure				
	Flooring	3,864	SF	\$3.15	\$12,171.60
	Wall Repair	1,000	SF	\$2.50	\$2,500.00
	Electrical Upgrades (Allowance)	1	EA	\$20,000.00	\$20,000.00
	HVAC Upgrades (Allowance)	1	EA	\$16,000.00	\$16,000.00
	Plumbing Upgrades (Allowance)	1	EA	\$7,500.00	\$7,500.00
	Exterior Door Replacement	2	EA	\$3,000.00	\$6,000.00
	Interior Door Replacement	6	LF	\$400.00	\$2,400.00
	Vestibule Construction	250	SF	\$210.00	\$52,500.00
	Subtotal				\$119,071.60
C	ADA Accessibility				
	Install ADA lift	1	EA	\$14,250.00	\$14,250.00
	Install ADA Fire Access Waiting Area (Incl Fire Door)	1	EA	\$3,500.00	\$3,500.00
	ADA Signage (allowance)	3	EA	\$250.00	\$750.00
	Renovate for Accessible Restrooms	2	EA	\$20,000.00	\$40,000.00
	West Wall ADA Access Ramp	1	EA	\$5,000.00	\$5,000.00
	Subtotal				\$63,500.00
D	Lighting & Site Amenities				
	Replace Light Fixtures (LED)	20	SF	\$400.00	\$8,000.00
	Subtotal				\$8,000.00
	Contingency				
	Contingency (Budget)	\$1.00	LS	\$15,000.00	\$15,000.00
	Subtotal				\$15,000.00
	TOTAL				\$216,538.90
	Mobilization (Budget)				\$5,000.00
	Contractor Profit (8%)				\$17,323.11
	CONSTRUCTION TOTAL				\$238,862.01
F	Project Management				
	Necessary Project Management, Construction Documentation and Fiscal Administration	10	%		\$23,886.20
	Subtotal				\$23,886.20
	Total Project Cost				\$262,748.21

ALL COST ESTIMATES ARE BASED ON CONCEPTUAL DRAWINGS AND NOT INTENDED FOR CONSTRUCTION. THEIR PURPOSE IS FOR MUNICIPAL BUDGETING ONLY.

**Fairplay County Building Adaptive Reuse Project
 Concept Master Plan - Interior Phase 3
 Preliminary Opinion of Probable Construction Costs
 January 2020**

	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST
A	Demolition				
	Wall/Ceiling Prep	1,806	SF	\$1.10	\$1,986.60
	Floor Prep	1,806	SF	\$1.45	\$2,618.70
	Structural Investigation (vault)	1	SF	\$4,000.00	\$4,000.00
	Subtotal				\$8,605.30
B	Infrastructure				
	Flooring	1,806	SF	\$3.15	\$5,688.90
	Wall Repair	950	SF	\$2.50	\$2,375.00
	Electrical Upgrades (Allowance)	1	EA	\$12,500.00	\$12,500.00
	HVAC Upgrades (Allowance)	1	EA	\$22,000.00	\$22,000.00
	Plumbing Upgrades (Allowance)	1	EA	\$5,000.00	\$5,000.00
	Structural Vault Leveling	1	EA	\$7,500.00	\$7,500.00
	Interior Door Replacement	6	LF	\$400.00	\$2,400.00
	Vault Sliding Glass Door Installation	1	EA	\$55,000.00	\$55,000.00
	Vault Wall Removal	175	SF	\$12.50	\$2,187.50
	Subtotal				\$114,651.40
C	ADA Accessibility & Room Build Out				
	ADA Signage (allowance)	3	EA	\$250.00	\$750.00
	Install ADA Fire Access Waiting Area (Incl Fire Door)	1	EA	\$3,500.00	\$3,500.00
	Shop Ventilation	2	EA	\$4,250.00	\$8,500.00
	Install Fire Suppression	1,806	EA	\$6.25	\$11,287.50
	Signage	1	EA	\$1,250.00	\$1,250.00
	Subtotal				\$25,287.50
D	Lighting & Site Amenities				
	Replace Light Fixtures (LED)	14	SF	\$400.00	\$5,600.00
	Subtotal				\$5,600.00
	Contingency				
	Contingency (Budget)	\$1.00	LS	\$10,000.00	\$10,000.00
	Subtotal				\$10,000.00
	TOTAL				\$164,144.20
	Mobilization (Budget)				\$5,000.00
	Contractor Profit (8%)				\$13,131.54
	CONSTRUCTION TOTAL				\$182,275.74
F	Project Management				
	Necessary Project Management, Construction Documentation and Fiscal Administration	10	%		\$18,227.57
	Subtotal				\$18,227.57
	Total Project Cost				\$200,503.31

ALL COST ESTIMATES ARE BASED ON CONCEPTUAL DRAWINGS AND NOT INTENDED FOR CONSTRUCTION. THEIR PURPOSE IS FOR MUNICIPAL BUDGETING ONLY.

**Fairplay County Building Adaptive Reuse Project
 Concept Master Plan - Exterior Main Street Façade
 Preliminary Opinion of Probable Construction Costs
 January 2020**

	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST
A	Demolition				
	Site Prep	140	LF	\$40.00	\$5,600.00
	Building Prep	140	LF	\$55.00	\$7,700.00
	Subtotal				\$13,300.00
B	Infrastructure				
	Siding/Cladding	140	LF	\$85.00	\$11,900.00
	Windows	12	EA	\$700.00	\$8,400.00
	Architectural Element Construction	1	EA	\$30,000.00	\$30,000.00
	Roof Repairs (Budget)	1	EA	\$4,250.00	\$4,250.00
	False Roof Creation (Budget)	1	EA	\$25,000.00	\$25,000.00
	Awnings/Porticos	4	EA	\$1,250.00	\$5,000.00
	Subtotal				\$84,550.00
C	Streetscape				
	Sidewalk	1,860	SF	\$12.50	\$23,250.00
	Curb/Gutter (Including Asphalt Patch)	160	SF	\$62.50	\$10,000.00
	Landscaping (allowance)	1	EA	\$8,000.00	\$8,000.00
	Site Lighting	4	SF	\$950.00	\$3,800.00
	Signage	4	SF	\$1,000.00	\$4,000.00
	Subtotal				\$49,050.00
D	Building Lighting				
	Install LED fixtures (Exterior Grade - King Luminaire)	10	SF	\$750.00	\$7,500.00
	Subtotal				\$7,500.00
	Contingency				
	Contingency (Budget)	\$1.00	LS	\$25,000.00	\$25,000.00
	Subtotal				\$25,000.00
	TOTAL				\$179,400.00
	Mobilization (Budget)				\$5,000.00
	Contractor Profit (8%)				\$14,352.00
	CONSTRUCTION TOTAL				\$198,752.00
F	Project Management				
	Necessary Project Management, Construction Documentation and Fiscal Administration	10	%		\$19,875.20
	Subtotal				\$19,875.20
	Total Project Cost				\$218,627.20

**Fairplay County Building Adaptive Reuse Project
 Concept Master Plan - Other Sides
 Preliminary Opinion of Probable Construction Costs
 January 2020**

	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST
A	Demolition				
	Site Prep	343	NH	\$51/11	\$A391/11
	Building Prep	343	NH	\$68/11	\$23,871/11
	Subtotal				\$22,040.00
B	Infrastructure				
	Siding/Cladding	343	NH	\$96/11	\$2A831/11
	Windows	2A	FB	\$811/11	\$24,411/11
	Architectural Element Construction (Budget)	2	FB	\$29,611/11	\$29,611/11
	Roof Repairs (Budget)	2	FB	\$8,611/11	\$8,611/11
	Roofing Not Upgrades (Budget)	2	FB	\$33,611/11	\$33,611/11
	BEA B accessible Soute	2	FB	\$3,611/11	\$3,611/11
	Subtotal				\$84,020.00
C	Streetscape				
	Sidewalk	A11	UH	\$23/61	\$22,361/11
	Curb/Gutter (Including Asphalt Patch)	A1	UH	\$73/61	\$6,736/11
	Landscaping (allowance)	2	FB	\$9,111/11	\$9,111/11
	Site Lighting	4	UH	\$A61/11	\$3,961/11
	Signage	3	UH	\$2,111/11	\$3,111/11
	Subtotal				\$29,725.00
D	Building Lighting				
	Install LED fixtures (Exterior Grade - King Luminaire)	25	UH	\$861/11	\$21,611/11
	Subtotal				\$10,500.00
	Contingency				
	Contingency (Budget)	\$2/11	NJ	\$36,111/11	\$36,111/11
	Subtotal				\$25,000.00
	TOTAL				\$171,285.00
	Mobilization (Budget)				\$6,111/11
	Contractor Profit (9%)				\$24,813/91
	CONSTRUCTION TOTAL				\$189,987.50
F	Project Management				
	Necessary Project Management, Construction Documentation and Fiscal Administration	21	%		\$29,AA9/89
	Subtotal				\$18,988.78
	Total Project Cost				\$208,986.58



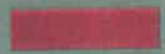
Implementation Strategies

Understanding the Where, When, How, and Why of project implementation is one of the most daunting and misrepresented tasks undertaken by municipal governments for adaptive re-use projects. In order to help facilitate a seamless transition from planning to shovel in the ground, provided in this chapter are recommendations, goals, and milestones for adaptive re-use of the building at 501 Main Street. All recommendations and goals outlined will have supporting documentation to outline the "5Ws" of planning — namely, Who, What, When, Where, and How. Through answering these simple questions, the completion of renovation work for the building can be broken down into phases that are easily implementable.

- Phasing list — The majority of building renovation or construction work is completed in phases to allow for costs to be disbursed over a longer period. Understanding this will also be required for 501 Main Street, outlined below is the proposed phasing schedule for the building. Phasing is broken down into the following categories:



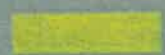
- Exterior/Façade work (both phase 1 & 2)



- Interior Phase 1 — Executive offices, ADA accessibility, civic/gathering space, infrastructure system upgrades and food bank renovation

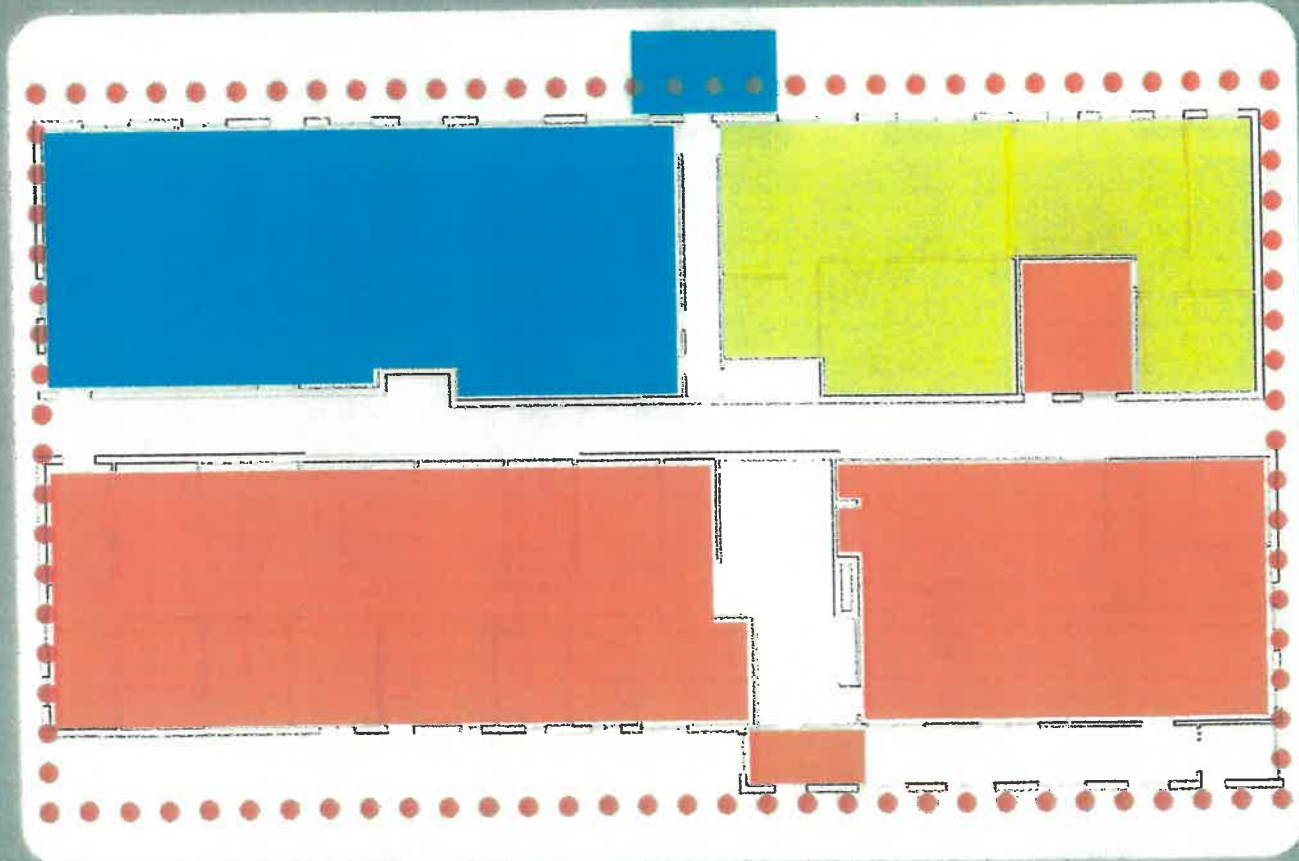


- Interior Phase 2 — Visitor center and vestibule creation



- Interior Phase 3 — Artist co-op and maker space

The above-outlined phases have been crafted to represent a logical progression for the building. Careful consideration has been given to outlining a phasing schedule that prioritizes projects that are easily implementable and attainable. Provided on the next page is a simple bar chart of the construction phases:



- Project schedule – Understanding how the building renovation can and should take place will help ensure all necessary work is completed at the right time, on budget, and with limited redundant cost. Outlined below is the proposed schedule graphic to illustrate the renovation and re-use schedule for the building over the next three (3) years:



- Use and source of funds – Just as important as a detailed cost estimate outlining potential rehabilitation costs is a list of probable or highly likely sources of funding to match. In order to create this, a detailed use and source of funds list must be created, reflecting a balanced and highly attainable project that is shovel-ready. For this project, the use and source of funds list will outline necessary information to help the Town of Fairplay understand the potential funding mechanisms, specifically:

By providing the above-outlined information, Fairplay will be able to request and secure necessary funding to create a successful renovation project. Outlined below is the use and source of funds for the Fairplay adaptive re-use project:

Funding Source	Award Minimum and Ceiling (annual)	Average Award	Match Required	Document Required	Application Window
USDA RDBG	\$100,000	\$55,000	50%	Grants.gov	3/15
DOLA REDI - Infrastructure	\$500,000	\$212,000	30%	Application	3/15
DOLA REDI - Ent Eco-System	\$150,000	\$90,000	30%	Application	3/15

- Roles and responsibilities matrix – A critical piece of any action-oriented and implementable plan is a roles and responsibilities matrix. The matrix provides answers to the Who, What, and When of all proposed elements or enhancements. By completing this matrix, the community will be provided with a schedule that provides the person or party responsible for each action, milestone, and completion date. It is through identifying these items that the Town of Fairplay will be able to ensure accountability for all parties involved in the adaptive re-use construction and implementation process. Outlined on the following page is the roles and responsibilities matrix for the building at 501 Main Street:

Project	Town of Fairplay	DOLA	USDA RDBG	Tenant	Milestone/ Completion Date
Add Chair Lift - RM 11	•	•	•		11/1/2021
Add Chair Lift - RM 11	•	•	•		11/1/2021
Main Street Façade	•	•		•	11/15/2021
Site ADA Upgrades	•	•	•		11/15/2021
Create Wall - RM 36-39	•	•			11/15/2021
Remove Wall - RM 20-21	•	•	•		2/1/2022
Add door - RM 22-23	•	•	•		2/1/2022
Remove Wall - RM 2-3	•	•			2/1/2022
Create Wall - RM 23-24	•	•			2/1/2022
Interior ADA Upgrades	•	•	•		5/1/2022
Interior Phase 1 - Flooring	•			•	5/1/2022
Interior Phase 1 - Superficial Repairs	•			•	5/1/2022
Combine Bathroom - RM 30-31	•	•			5/1/2022
Remove Wall - RM 28-42	•	•			1/31/2023
Combine Bathroom - RM 26-27	•	•			1/31/2023
Install Door - RM - 24-25	•	•			1/31/2023
Interior Phase 2 - Superficial Repairs	•			•	2/15/2023
Interior Phase 2 - Flooring	•			•	2/15/2023
Remove Structural Concrete Vault Wall - RM 35-40	•	•			9/1/2023
Install Sliding Glass Wall/Door - RM 35-40	•	•			9/1/2023
Exterior Renovation	•	•			12/31/2023
Replace Exterior Doors	•				12/31/2023
Replace Exterior Windows	•				12/31/2023
Interior Phase 3 - Flooring	•			•	12/31/2023
Interior Phase 3 - Superficial Repairs	•			•	12/31/2023



DOWNTOWN REDEVELOPMENT SERVICES, LLC

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[@DTREDEVELOPMENT](https://www.instagram.com/DTREDEVELOPMENT)**



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MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Tina Darrah, Town Administrator/Clerk

RE: Discussion/Direction Regarding Contract for Monument Sign Project

DATE: January 30, 2020

Jim and I have been working with Schlosser Signs to get a final bid for the Monument Sign Project – we were hoping to have it to include in the packet, however, the sign company was unable to get the final number to us before the packets had to be put out. We are placing this item on the agenda in hopes that we have their bid either Friday or Monday and can get it to you before the meeting. We want to get this project going as quickly as possible.

If the final number comes in as favorable as the initial bid that we received, we will be recommending that we move forward with a contract with this company.



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator/Clerk
RE: Contract to Sell 525 Hathaway Street
DATE: January 30, 2020

As discussed at a previous meeting, this real estate contract is for the sale of 525 Hathaway Street (the Clinic Building) to the South Park Health Service District. The contract was drafted by Town Attorney Paul Wisor and has been sent to the Health Districts Attorney, Erin Smith, for review. We do not anticipate substantial changes to the contract and are seeking direction to move forward with the sale.

Should the Board decide to approve the contract, here is a recommended motion:

“Motion to approve the real estate contract in substantially the form submitted and authorizing the Mayor to sign all necessary documents required to transfer the property.”

This will require a second and a roll call vote.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-5-19) (Mandatory 7-19)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)**
 (Property with No Residences)
 (Property with Residences-Residential Addendum Attached)

Date: _____

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. South Park Health Service District, a political subdivision of the State of Colorado (Buyer) will take title to the Property described below as Joint Tenants Tenants In Common Other _____.

2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. Town of Fairplay, a Colorado municipal corporation (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of _____, Colorado:

known as No. 525 Hathaway Street, Fairplay Colorado 80440
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions - Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under Due Diligence Documents): None Solar Panels Water Softeners Security Systems Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions - Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____ Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

54 **2.5.5. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
 55 Those appurtenant to the Property _____; and the use or ownership of the following storage facilities: Those appurtenant to the Property _____.
 56 **Note to Buyer:** If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.
 57 **2.5.6. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

58
 59
 60
 61 The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal
 62 property taxes for the year of Closing), liens and encumbrances, except _____, Conveyance
 63 will be by bill of sale or other applicable legal instrument.

64 **2.6. Exclusions.** The following items are excluded (Exclusions):
 65 All personal property of tenants other than Buyer.

66
 67
 68 **2.7. Water Rights/Well Rights.**
 69 **2.7.1. Deeded Water Rights.** The following legally described water rights:
 70 None.

71
 72
 73 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.
 74 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3 and
 75 2.7.4, will be transferred to Buyer at Closing:

76
 77
 78 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
 79 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
 80 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
 81 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
 82 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
 83 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
 84 _____.

85 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

86
 87
 88
 89 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),
 90 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable
 91 legal instrument at Closing.

92 **3. DATES, DEADLINES AND APPLICABILITY.**
 93 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	N/A
		Title	
2	§ 8.1, 8.4	Record Title Deadline	7 days from MEC
3	§ 8.2, 8.4	Record Title Objection Deadline	21 days from MEC
4	§ 8.3	Off-Record Title Deadline	7 days from MEC
5	§ 8.3	Off-Record Title Objection Deadline	21 days from MEC
6	§ 8.5	Title Resolution Deadline	25 days from MEC
7	§ 8.6	Right of First Refusal Deadline	N/A
		Owners' Association	
8	§ 7.2	Association Documents Deadline	N/A
9	§ 7.4	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	N/A
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A

		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	N/A
13	§ 5.2	New Loan Termination Deadline	N/A
14	§ 5.3	Buyer's Credit Information Deadline	N/A
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
16	§ 5.4	Existing Loan Deadline	N/A
17	§ 5.4	Existing Loan Termination Deadline	N/A
18	§ 5.4	Loan Transfer Approval Deadline	N/A
19	§ 4.7	Seller or Private Financing Deadline	N/A
		Appraisal	
20	§ 6.2	Appraisal Deadline	N/A
21	§ 6.2	Appraisal Objection Deadline	N/A
22	§ 6.2	Appraisal Resolution Deadline	N/A
		Survey	
23	§ 9.1	New ILC or New Survey Deadline	14 days from MEC
24	§ 9.3	New ILC or New Survey Objection Deadline	21 days from MEC
25	§ 9.3	New ILC or New Survey Resolution Deadline	25 days from MEC
		Inspection and Due Diligence	
26	§ 10.3	Inspection Objection Deadline	21 days from MEC
27	§ 10.3	Inspection Termination Deadline	21 days from MEC
28	§ 10.3	Inspection Resolution Deadline	25 days from MEC
29	§ 10.5	Property Insurance Termination Deadline	21 days from MEC
30	§ 10.6	Due Diligence Documents Delivery Deadline	7 days from MEC
31	§ 10.6	Due Diligence Documents Objection Deadline	21 days from MEC
32	§ 10.6	Due Diligence Documents Resolution Deadline	25 days from MEC
33	§ 10.6	Environmental Inspection Termination Deadline	21 days from MEC
34	§ 10.6	ADA Evaluation Termination Deadline	21 days from MEC
35	§ 10.7	Conditional Sale Deadline	N/A
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
37	§ 11.1, 11.2	Estoppel Statements Deadline	N/A
38	§ 11.3	Estoppel Statements Termination Deadline	N/A
		Closing and Possession	
39	§ 12.3	Closing Date	30 days after MEC
40	§ 17	Possession Date	30 days after MEC
41	§ 17	Possession Time	At closing
42	§ 28	Acceptance Deadline Date	Friday, February 7, 2020
43	§ 28	Acceptance Deadline Time	5:00 P.M. Mountain

94 **3.2. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline
95 blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline
96 is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains
97 a selection of "None", such provision means that "None" applies.

98 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

99 **4. PURCHASE PRICE AND TERMS.**

100 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$10.00	
2	§ 4.3	Earnest Money		\$10.00
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$

7				
8				
9	§ 4.4	Cash at Closing		\$
10		TOTAL	\$ 10.00	\$ 10.00

101 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ None (Seller Concession). The Seller
102 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
103 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
104 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any
105 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
106 elsewhere in this Contract.

107 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a cash, will be
108 payable to and held by Fidelity National Title Insurance Company (Earnest Money Holder), in its trust account, on behalf of
109 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
110 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
111 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
112 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
113 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
114 Money Holder in this transaction will be transferred to such fund.

115 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
116 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

117 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the
118 return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in
119 § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller
120 agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form),
121 within three days of Seller's receipt of such form.

122 **4.4. Form of Funds; Time of Payment; Available Funds.**

123 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
124 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
125 check, savings and loan teller's check and cashier's check (Good Funds).

126 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be
127 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing
128 **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this Contract, **Does**
129 **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing
130 in § 4.1.

131 **4.5. New Loan.**

132 **4.5.1. Buyer to Pay Loan Costs.** ~~Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable,~~
133 ~~must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.~~

134 **4.5.2. Buyer May Select Financing.** ~~Buyer may pay in cash or select financing appropriate and acceptable to~~
135 ~~Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional~~
136 ~~Provisions).~~

137 **4.5.3. Loan Limitations.** ~~Buyer may purchase the Property using any of the following types of loans:~~
138 **Conventional** **Other** _____

139 **4.6. Assumption.** ~~Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance~~
140 ~~set forth in § 4.1 (Price and Terms), presently payable at \$ _____ per _____ including principal and interest~~
141 ~~presently at the rate of _____% per annum and also including escrow for the following as indicated: Real Estate Taxes~~
142 ~~Property Insurance Premium and _____.~~

143 ~~Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will~~
144 ~~not exceed _____% per annum and the new payment will not exceed \$ _____ per _____ principal and~~
145 ~~interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which~~
146 ~~causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or~~
147 ~~provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before Closing Date.~~

148 ~~Seller Will Will Not be released from liability on said loan. If applicable, compliance with the requirements for release~~
149 ~~from liability will be evidenced by delivery on or before Loan Transfer Approval Deadline at Closing of an appropriate~~
150 ~~letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount~~
151 ~~not to exceed \$ _____.~~

152 **4.7. Seller or Private Financing.**

153 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers
154 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed

155 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,
156 including whether or not a party is exempt from the law.

157 ~~4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing,~~
158 Buyer Seller will deliver the proposed Seller financing documents to the other party on or before _____ days before
159 Seller or Private Financing Deadline.

160 ~~4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon~~
161 ~~Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and~~
162 ~~compliance with the law. Seller has the Right to Terminate under § 25.1, on or before Seller or Private Financing Deadline, if such~~
163 ~~Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.~~

164 ~~4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private~~
165 ~~financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its~~
166 ~~availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before Seller~~
167 ~~or Private Financing Deadline, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.~~

168

TRANSACTION PROVISIONS

169 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

170 ~~5.1. New Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New~~
171 ~~Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable~~
172 ~~by such lender, on or before New Loan Application Deadline and exercise reasonable efforts to obtain such loan or approval.~~

173 ~~5.2. New Loan Review. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional~~
174 ~~upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its~~
175 ~~availability, payments, interest rate, terms, conditions and cost of such New Loan. This condition is for the sole benefit of Buyer.~~
176 ~~Buyer has the Right to Terminate under § 25.1, on or before New Loan Termination Deadline, if the New Loan is not satisfactory~~
177 ~~to Buyer, in Buyer's sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is~~
178 ~~based on the Appraised Value (defined below) or the Lender Requirements (defined below). IF SELLER IS NOT IN DEFAULT~~
179 ~~AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY~~
180 ~~WILL BE NONREFUNDABLE, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).~~

181 ~~5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit~~
182 ~~of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective~~
183 ~~discretion. Accordingly: (1) Buyer must supply to Seller by Buyer's Credit Information Deadline, at Buyer's expense, information~~
184 ~~and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents~~
185 ~~that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller~~
186 ~~must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at~~
187 ~~Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If~~
188 ~~Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to~~
189 ~~Terminate under § 25.1, on or before Disapproval of Buyer's Credit Information Deadline.~~

190 ~~5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan~~
191 ~~documents (including note, deed of trust and any modifications) to Buyer by Existing Loan Deadline. For the sole benefit of Buyer,~~
192 ~~this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to~~
193 ~~Terminate under § 25.1, on or before Existing Loan Termination Deadline, based on any unsatisfactory provision of such loan~~
194 ~~documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is~~
195 ~~conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's~~
196 ~~approval is not obtained by Loan Transfer Approval Deadline, this Contract will terminate on such deadline. Seller has the Right~~
197 ~~to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under~~
198 ~~such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.~~

199 **6. APPRAISAL PROVISIONS.**

200 ~~6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on~~
201 ~~behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth~~
202 ~~certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be~~
203 ~~valued at the Appraised Value.~~

204 ~~6.2. Appraisal Condition. The applicable appraisal provision set forth below applies to the respective loan type set forth~~
205 ~~in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.~~

206 ~~6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the~~
207 ~~Purchase Price, or if the Appraisal is not received by Buyer on or before Appraisal Deadline Buyer may, on or before Appraisal~~
208 ~~Objection Deadline, notwithstanding § 8.3 or § 13:~~

209 ~~6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;~~
210 or
211 ~~6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the~~
212 ~~Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).~~
213 ~~6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before Appraisal~~
214 ~~Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Appraisal Resolution~~
215 ~~Deadline, this Contract will terminate on the Appraisal Resolution Deadline, unless Seller receives Buyer's written withdrawal of~~
216 ~~the Appraisal Objection before such termination, i.e., on or before expiration of Appraisal Resolution Deadline.~~
217 ~~6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs,~~
218 ~~including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond~~
219 ~~those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's~~
220 ~~receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy~~
221 ~~the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is~~
222 ~~waived in writing by Buyer.~~
223 ~~6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer~~
224 ~~Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's~~
225 ~~agent or all three.~~

226 ~~7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community and~~
227 ~~subject to the declaration (Association).~~
228 ~~7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON~~
229 ~~INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF~~
230 ~~THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE~~
231 ~~COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE~~
232 ~~ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL~~
233 ~~OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS~~
234 ~~OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD~~
235 ~~PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS~~
236 ~~AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING~~
237 ~~CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A~~
238 ~~COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF~~
239 ~~PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL~~
240 ~~OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE~~
241 ~~DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE~~
242 ~~ASSOCIATION.~~
243 ~~7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below),~~
244 ~~at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the Association~~
245 ~~Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt~~
246 ~~of the Association Documents, regardless of who provides such documents.~~
247 ~~7.3. Association Documents. Association documents (Association Documents) consist of the following:~~
248 ~~7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,~~
249 ~~rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,~~
250 ~~C.R.S.;~~
251 ~~7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;~~
252 ~~such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual~~
253 ~~Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding~~
254 ~~minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and~~
255 ~~7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,~~
256 ~~but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must~~
257 ~~include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed~~
258 ~~(Association Insurance Documents);~~
259 ~~7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as~~
260 ~~disclosed in the Association's last Annual Disclosure;~~
261 ~~7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget~~
262 ~~for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for~~
263 ~~the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent~~
264 ~~available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the~~
265 ~~Association's community association manager or Association will charge in connection with the Closing including, but not limited~~
266 ~~to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for~~

267 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
268 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and
269 7.3.5, collectively, Financial Documents);

270 ~~7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
271 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
272 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2
273 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
274 elements or limited common elements of the Association property.~~

275 ~~7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to
276 Terminate under § 25.1, on or before Association Documents Termination Deadline, based on any unsatisfactory provision in any
277 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
278 Association Documents Deadline, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to
279 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
280 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing
281 Date, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
282 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
283 to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).~~

284 8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

285 8.1. Evidence of Record Title.

286 8.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance
287 company to furnish the owner's title insurance policy at Seller's expense. On or before Record Title Deadline, Seller must furnish
288 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
289 or if this box is checked, an Abstract of Title certified to a current date. Seller will cause the title insurance policy to be issued
290 and delivered to Buyer as soon as practicable at or after Closing.

291 8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance
292 company to furnish the owner's title insurance policy at Buyer's expense. On or before Record Title Deadline, Buyer must furnish to
293 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
294 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

295 8.1.3. Owner's Extended Coverage (OEC). The Title Commitment Will Will Not contain Owner's
296 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
297 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens,
298 (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid
299 taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be
300 paid by Buyer Seller One-Half by Buyer and One-Half by Seller Other ^{n/a}.

301 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
302 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
303 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
304 § 8.5 (Right to Object to Title, Resolution).

305 8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
306 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
307 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
308 Documents).

309 8.1.5. Copies of Title Documents. Buyer must receive, on or before Record Title Deadline, copies of all Title
310 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
311 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
312 party or parties obligated to pay for the owner's title insurance policy.

313 8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any
314 portion of the Property (Abstract of Title) in Seller's possession on or before Record Title Deadline.

315 8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
316 Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before Record Title Objection Deadline. Buyer's
317 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
318 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
319 Documents are not received by Buyer on or before the Record Title Deadline, or if there is an endorsement to the Title Commitment
320 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
321 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
322 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
323 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
324 pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to

325 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence
326 of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
327 specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents
328 as satisfactory.

329 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
330 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
331 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of
332 first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section
333 excludes any New ILC or New Survey governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to
334 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line
335 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether
336 disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's
337 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter
338 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer
339 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant
340 to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title,
341 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified
342 above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which
343 Buyer has actual knowledge.

344 **8.4. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
345 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
346 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK
347 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE
348 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
349 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
350 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
351 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING
352 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
353 RECORDER, OR THE COUNTY ASSESSOR.

354 A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate)
355 must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such
356 inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection**
357 **Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the
358 **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's
359 inclusion in a special taxing district as unsatisfactory to Buyer.

360 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective discretion, to any title matters
361 includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer
362 of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

363 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
364 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
365 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
366 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
367 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
368 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4
369 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days
370 after Buyer's receipt of the applicable documents; or

371 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before
372 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

373 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve
374 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right
375 of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the
376 right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect.
377 Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this
378 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

379 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
380 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
381 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
382 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
383 laws and governmental regulations concerning land use, development and environmental matters.

384 8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE
385 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF
386 THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER
387 RIGHTS. THIRD PARTIES MAY NOT OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL
388 ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM
389 RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,
390 GAS OR WATER.

391 8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
392 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
393 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
394 RECORDER.

395 8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
396 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
397 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
398 OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

399 8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
400 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
401 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
402 AND GAS CONSERVATION COMMISSION.

403 8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or
404 not covered by the owner's title insurance policy.

405 8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are
406 strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

407 **9. NEW ILC, NEW SURVEY.**

408 9.1. New ILC or New Survey. If the box is checked, a: 1) New Improvement Location Certificate (New ILC); or,
409 2) New Survey in the form of *n/a*; is required and the following will apply:

410 9.1.1. Ordering of New ILC or New Survey. Seller Buyer will order the New ILC or New Survey. The
411 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
412 after the date of this Contract.

413 9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before
414 Closing, by: Seller Buyer or:

415
416
417 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of
418 the opinion of title if an Abstract of Title) and Buyer will receive a New ILC or New Survey on or before New
419 ILC or New Survey Deadline.

420 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to
421 all those who are to receive the New ILC or New Survey.

422 9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New
423 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New
424 Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
425 Seller incurring any cost for the same.

426 9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If the
427 New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer
428 may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3 or § 13:

429 9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

430 9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be
431 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

432 9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or
433 before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on
434 or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New
435 Survey Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before
436 such termination, i.e., on or before expiration of New ILC or New Survey Resolution Deadline.
437

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Objection. On or before the Inspection Objection Deadline, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct; or

10.3.2. Terminate. On or before the Inspection Termination Deadline, notify Seller in writing, pursuant to § 25.1, that this Contract is terminated due to any unsatisfactory condition. Inspection Termination Deadline will be on the earlier of Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before Inspection Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Inspection Resolution Deadline, this Contract will terminate on Inspection Resolution Deadline unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of Inspection Resolution Deadline.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before Property Insurance Termination Deadline, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before Due Diligence Documents Delivery Deadline:

- 10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
- 10.6.1.2.** Property tax bills for the last _____ years;
- 10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
- 10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
- 10.6.1.5.** Operating statements for the past _____ years;
- 10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
- 10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

- 494 10.6.1.8. A schedule of any tenant improvement work Seller is obligated to complete but has not yet
 495 completed and capital improvement work either scheduled or in process on the date of this Contract;
 496 10.6.1.9. All insurance policies pertaining to the Property and copies of any claims which have been made
 497 for the past _____ years;
 498 10.6.1.10. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered
 499 earlier under § 8.3);
 500 10.6.1.11. Any and all existing documentation and reports regarding Phase I and II environmental reports,
 501 letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or
 502 other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's
 503 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
 504 10.6.1.12. Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the
 505 Property with said Act;
 506 10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmental authority
 507 with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
 508 10.6.1.14. Other documents and information;

511 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due Diligence
 512 Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion,
 513 Buyer may, on or before **Due Diligence Documents Objection Deadline**:

514 10.6.2.1. **Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
 515 or

516 10.6.2.2. **Due Diligence Documents Objection.** Deliver to Seller a written description of any
 517 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

518 10.6.2.3. **Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
 519 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
 520 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
 521 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
 522 termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

523 10.6.3. **Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**
 524 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
 525 the Property, in Buyer's sole subjective discretion.

526 10.6.4. **Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
 527 Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide
 528 **Phase I Environmental Site Assessment**, **Phase II Environmental Site Assessment** (compliant with most current version
 529 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or n/a _____,
 530 at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
 531 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
 532 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
 533 tenants' business uses of the Property, if any.

534 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
 535 **Inspection Termination Deadline** will be extended by ¹⁰ _____ days (Extended Environmental Inspection
 536 **Objection Deadline**) and if such Extended Environmental Inspection **Objection Deadline** extends beyond the **Closing Date**, the
 537 **Closing Date** will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II
 538 **Environmental Site Assessment**.

539 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the
 540 Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended
 541 **Environmental Inspection Objection Deadline**, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
 542 subjective discretion.

543 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any
 544 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

545 ~~10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property~~
 546 ~~owned by Buyer and commonly known as _____ Buyer has the Right to Terminate~~
 547 ~~under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before Conditional Sale Deadline if such property~~
 548 ~~is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to~~
 549 ~~Terminate on or before Conditional Sale Deadline, Buyer waives any Right to Terminate under this provision.~~

550 10.8. **Source of Potable Water (Residential Land and Residential Improvements Only).** [Intentionally Deleted]

551 10.9. **Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
 552 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease

553 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
554 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
555 or delayed.

556 **11. ESTOPPEL STATEMENTS.**

557 ~~11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must~~
558 ~~request from all tenants of the Property and if received by Seller, deliver to Buyer on or before Estoppel Statements Deadline,~~
559 ~~statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)~~
560 ~~attached to a copy of the Lease stating:~~

561 ~~11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;~~
562 ~~11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or~~
563 ~~amendments;~~

564 ~~11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;~~

565 ~~11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;~~

566 ~~11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and~~

567 ~~11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease~~
568 ~~demising the premises it describes.~~

569 ~~11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed~~
570 ~~Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents~~
571 ~~required §11.1 above and deliver the same to Buyer on or before Estoppel Statements Deadline.~~

572 ~~11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 25.1, on or before Estoppel~~
573 ~~Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if~~
574 ~~Seller fails to deliver the Estoppel Statements on or before Estoppel Statements Deadline. Buyer also has the unilateral right to~~
575 ~~wave any unsatisfactory Estoppel Statement.~~

576

CLOSING PROVISIONS

577 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

578 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
579 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
580 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
581 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
582 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
583 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

584 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
585 this Contract.

586 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
587 the Closing Date or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by
588 mutual agreement.

589 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
590 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

591 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
592 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

593 special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative's
594 deed _____ deed. Seller, provided another deed is not selected, must execute and deliver a good
595 and sufficient special warranty deed to Buyer, at Closing.

596 Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
597 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

598 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
599 or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed
600 as of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes, will be paid at or before Closing by
601 Seller from the proceeds of this transaction or from any other source.

602 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

603 15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
604 to be paid at Closing, except as otherwise provided herein.

605 15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by Buyer Seller
606 One-Half by Buyer and One-Half by Seller Other ^{n/a} _____.

607 15.3. Status Letter and Record Change Fees. ~~At least fourteen days prior to Closing Date, Seller agrees to promptly~~
608 ~~request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter~~
609 ~~must be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller. Any Record Change Fee must~~
610 ~~be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller.~~

611 15.4. Local Transfer Tax. The Local Transfer Tax of _____ % of the Purchase Price must be paid at Closing by
612 None Buyer Seller One-Half by Buyer and One-Half by Seller.

613 15.5. Private Transfer Fee. ~~Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such~~
614 ~~as community association fees, developer fees and foundation fees, must be paid at Closing by None Buyer Seller~~
615 ~~One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):~~
616 ~~_____ in the total amount of _____ % of the Purchase Price or \$ _____.~~

617 15.6. Water Transfer Fees. ~~The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed~~
618 ~~\$ _____ for:~~

619 Water Stock/Certificates Water District
620 Augmentation Membership Small Domestic Water Company _____

621 and must be paid at Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller

622 15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by
623 None Buyer Seller One-Half by Buyer and One-Half by Seller.

624 15.8. FIRPTA and Colorado Withholding.

625 15.8.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
626 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
627 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller IS a foreign
628 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
629 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
630 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
631 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
632 if an exemption exists.

633 15.8.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds
634 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
635 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
636 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
637 tax advisor to determine if withholding applies or if an exemption exists.

638 16. PRORATIONS AND ASSOCIATION ASSESSMENTS. The following will be prorated to the Closing Date, except as
639 otherwise provided:

640 16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
641 year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy and Most
642 Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran
643 exemption or Other ^{n/a} _____.

644 16.2. Rents. Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit to Buyer
645 the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer
646 and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's
647 obligations under such Leases.

648 16.3. Association Assessments. ~~Current regular Association assessments and dues (Association Assessments) paid in~~
649 ~~advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance~~
650 ~~by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer~~
651 ~~acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special~~
652 ~~assessment assessed prior to Closing Date by the Association will be the obligation of Buyer Seller. Except however, any~~
653 ~~special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether~~
654 ~~assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments~~
655 ~~against the Property except the current regular assessments and _____ Association Assessments are~~
656 ~~subject to change as provided in the Governing Documents.~~

657 16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan and any ongoing services or utilities _____.

658 16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

659 17. **POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date at Possession Time**, subject to the
660 Leases as set forth in § 10.6.1.7.
661 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
662 to Buyer for payment of \$ 10.00 per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and
663 **Possession Time** until possession is delivered.

664

GENERAL PROVISIONS

665 18. **DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

666 18.1. **Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time
667 (Standard or Daylight Savings as applicable).

668 18.2. **Computation of Period of Days, Deadline.** In computing a period of days (e.g., three days after MEC), when the
669 ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or
670 federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not a Saturday,
671 Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

672 19. **CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
673 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
674 condition existing as of the date of this Contract, ordinary wear and tear excepted.

675 19.1. **Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
676 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
677 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
678 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or
679 before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to
680 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
681 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
682 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
683 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
684 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
685 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
686 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
687 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

688 19.2. **Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
689 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
690 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
691 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
692 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
693 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
694 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the
695 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service: Such credit must
696 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
697 Closing.

698 19.3. **Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
699 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
700 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's
701 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
702 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
703 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

704 19.4. **Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
705 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

706 20. **RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
707 the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title
708 and consultation with legal and tax or other counsel before signing this Contract.

709 21. **TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this
710 Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid,

711 honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting
712 party has the following remedies:

713 **21.1. If Buyer is in Default:**

714 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
715 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the
716 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to
717 treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

718 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may
719 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
720 the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and
721 reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for
722 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and
723 additional damages.

724 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
725 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat
726 this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

727 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
728 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
729 reasonable costs and expenses, including attorney fees, legal fees and expenses.

730 **23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
731 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
732 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
733 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
734 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
735 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
736 party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a
737 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
738 Section will not alter any date in this Contract, unless otherwise agreed.

739 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
740 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
741 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
742 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
743 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
744 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
745 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
746 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
747 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
748 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
749 obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

750 **25. TERMINATION.**

751 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
752 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
753 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
754 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
755 and waives the Right to Terminate under such provision.

756 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned
757 to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

758 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
759 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
760 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
761 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
762 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
763 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

764 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**

765 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
766 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices
767 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be
768 received by the party, not Broker or Brokerage Firm).

769 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or
770 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
771 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)
772 at the electronic address of the recipient by facsimile, email or _____.

773 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
774 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
775 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

776 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
777 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
778 located in Colorado.

779 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
780 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before
781 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and
782 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
783 copies taken together are deemed to be a full and complete contract between the parties.

784 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
785 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
786 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and**
787 **Due Diligence.**

788 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

789 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
790 Commission.)

791 Any notices to Buyer shall also be provided to Erin Smith at esmith@nortonsmithlaw.com
792

793 Any notices to Seller shall also be provided to Tina Darrah at tdarrah@fairplay.us.com and Paul Wisor at
794 pwisor@garfieldhecht.com
795

799 **31. OTHER DOCUMENTS.**

800 **31.1.** The following documents are a part of this Contract:
801

802
803
804 **31.2.** The following documents have been provided but are not a part of this Contract:
805
806
807

808 **SIGNATURES**

809 Buyer's Name: _____ Buyer's Name: _____

Buyer's Signature Date Buyer's Signature Date

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

810 [NOTE: If this offer is being countered or rejected, do not sign this document.

Seller's Name: Frank Just, Mayor, Town of Fairplay

Seller's Name: _____

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Address: 901 Main Street
PO Box 267, Fairplay, Colorado 80440
Phone No.: 719-836-2622
Fax No.: _____
Email Address: _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

811

812

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker Does Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a Buyer's Agent Transaction-Broker in this transaction. This is a Change of Status.

Customer. Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer Other _____.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature _____ Date _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker Does Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a Seller's Agent Transaction-Broker in this transaction. This is a Change of Status.

Customer. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other _____.

Brokerage Firm's Name: _____

Brokerage Firm's License #: _____

Broker's Name: _____

Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator/Clerk
RE: Staff Report
DATE: January 30, 2020

To follow is a brief update on pending/ongoing items:

- **2020 Election:** Nomination petitions were due in the Town Clerk's office by close of business on Monday, January 27th. I received petitions from Scott Dodge, Cindy Bear and Josh Voorhis by that deadline. Because we do not have more candidates than seats available (three), we are able to cancel the April 7, 2020 election and those that submitted petitions will be deemed elected. The candidates will be sworn in at the meeting on April 20, 2020. You will have a resolution cancelling the election at your next meeting.
- **Employee Work Plans:** As I do every year, I am enclosing, for your information, the Department Head special project/work plans that have been developed for 2020 (as submitted by each dept.). These are generally reflective of projects in addition to staff's normal duties, although I do try and include items that need improvement or have come up regularly in Board meetings. Please let me know if we failed to include a particular item or if you feel they are not in conformity with the Town Boards goals for 2020.
- **Economic and Business Development Advisory Board:** We hope to have this on the March 2nd meeting – we have had some interest, but not enough, and so will be continuing the advertisement and also doing some one-on-one phone calls and visits in an effort to educate and recruit members.
- **Land Use/Development:** We are anticipating that an application for redevelopment of Beaver Meadows will be submitted this spring. Of the several development groups that we met with last year, this is the only group that has continued to have conversations with the Town Staff.

- **Other:**

- Codification has been submitted for 2019 and I should have that back soon from MuniCode.
- Staff continues to work on making the banner poles on Main Street between 4th and 5th Streets usable for vertical banners.
- CML has asked us to host one of their Spring Outreach meetings – we, of course, agreed and will get you more details as they are available. Mark your calendars for May 22nd.

As always, please feel free to contact me with any questions or concerns. Thanks.

WORK PLAN 2020

Chief Marcus Woodward

- **Continue developing and implementing Policies and Procedures for the Fairplay Police Department via Lexipol, LLC.**
- **Enhance enforcement with Municipal Code violations by conducting officer-initiated inspections when reasonable visual observations are apparent. Investigate and enforce with better follow-up verbal compliance warnings as well as investigating community concerns and complaints.**
- **Develop a Code Enforcement tracking program thru the FPD Tac-10 records management system.**
- **Continue efforts to develop SRO IGA for the Fairplay Police Department, Park County School and Park County Sheriff's Office.**
- **Continue a needs and assessment plan for the FPD as well as individual employee needs, in order to better perform their duties.**
- **Conduct an entire Evidence Room inventory and overhaul. Design and assign specific duties and responsibilities for up to date custodial process by following the statutory "Rules of Evidence".**
- **Conduct and maintain continuous employee performance guidelines for annual year end evaluations.**
- **Renew critical LE Memberships i.e.; CACP, Rocky Mtn. FBI National Academy org. & the Colorado Municipal League. Improve attendance as well.**
- **Pursue greater Liquor Enforcement visits/inspections, conversations with licensees, staff. Discuss laws, rules and non-compliance consequences.**
- **Continue our annual Training Program for PD staff and maintain accurate records within the Colorado P.O.S.T portal as well as our current training transcript files. Register and assign staff to attend a greater number of mandated and specialized training courses.**

Public Works

2020 Work Plan

1. 2020 Paving Projects
2. New Aerator for the Sanitary plant pond
3. New Atv
4. Vaughn passes B license for the Treatment Plant
5. Sludge Removal
6. 1/3 Sewer line cleaning
7. River Park Entrance signage
8. Study Water capacity
9. Improve Stairs town Hall
10. Paint Lift station building
11. Paint Public Works Office
12. Standards for Streets and utilities
13. Research Town Ditch Easement and create a maintenance plan/program.
14. Begin work on comprehensive public works capital improvement plan to include all town owned buildings and properties, vehicles, and equipment.
15. Continue to improve SCADA.

Kim Wittbrodt, Treasurer
Special Projects/Work Plan 2020

- Update the Personnel Policy in conjunction with Paul Wisor.
- Update the Town's Procurement Policy.
- Research Policies on Fund Balance/Capital Reserves.
- Compile/create written procedures for accounting functions.
- Update Business License accounts in Caselle.
- Assist with organizing old town files.
- Continue to work on utility accounts with Public Works.
- Assist in utility rate study.
- Final Reporting for DOLA Internal Service Fund Grant/Look at Vehicle Replacement Policy/Plan/Revise as necessary.
- Organize Asset files.

Mason Green, Assistant Town Administrator
Special Projects/ Work Plan 2020

- Work with Julie to research and develop a plan for implementing new events with an emphasis on off-season/winter events.
- Work with Julie to coordinate Town events within the budget presented through reduced spending, increased sponsorships, grants and use of volunteer labor. Areas of needed improvement: organization, preparation and communication.
- Work with Julie to create marketing plans (what we do, what we could do) for the review of the Economic Development Advisory Board and coordinate printing and distribution of new map, event poster and postcard based on their input. Ensure that Tina is able to provide edits and approve these efforts at the appropriate time and with sufficient time for edits and review to be made.
- Work with Julie to ensure the Town Newsletter is mailed on time to all utility customers three times a year—the first week of January, May and September.
- Work with Julie to secure possible partnerships with other organizations in an effort to improve Town events. Focus on local and out of area organizations.
- Work with Julie to ensure a high level of knowledge regarding Town business and that she is confident enough to challenge misinformation when she encounters it.
- Work with Julie to implement an effective pre-event process which, **for existing events includes:**
 1. An event specific brainstorming meeting which includes the correct individuals,
 2. Create event proposal with Mason and incorporate ideas from the brainstorming meeting,
 3. A “direction check” meeting with Tina,
 4. Work on event within the direction provided by Tina/Mason,
 5. A pre-event meeting with pertinent individuals at least three weeks before each event.**For new event ideas:**
 1. Create event proposal with Mason,
 2. Brainstorming session which includes the correct individuals,
 2. Edit the existing event proposal with Mason and incorporate ideas from the brainstorming meeting,
 3. A “direction check” meeting with Tina,
 4. Work on event within the direction provided by Tina/Mason,
 5. A pre-event meeting with pertinent individuals at least three weeks before each event.
- Work with Julie to prepare draft 2021 budget for events.
- Oversee evaluation of each event from 2019/2020: ensure implementation of changes/ new ideas from 2019 post-event meetings and the 2020 pre-event meeting process to increase event participation. Record and report result of each step of evaluation and implementation.
- Oversee the compilation of timeline/procedures for each event.
- Ensure Julie purchases a new 20x20 event tent and the cost fits within the 2020 budgeted amount.
- Coordinate with website developer to update sections of the Town’s Website to make it more user-friendly. Create fillable forms for appropriate Town forms—especially for events and tax/business license forms.
- Work with Tina to train Sarah on all Deputy Clerk tasks including: preparation of agendas and meeting materials, municipal court clerk tasks, liquor license applications and renewals, creation of Resolutions and Ordinances, running elections and records management.

- Work with Tina to train Sarah on other relevant processes such as public hearings, executive sessions, etc.
- Work with Sarah to continue the organization of the Town's property files.
- Work with Sarah to continue the creation of Agreement and Liquor files and their tracking.
- Work with Sarah to ensure a high level of knowledge regarding Town business and that she is confident enough to challenge misinformation when she encounters it.
- Work with Sarah to ensure meeting information/files are organized and up to date and that yearly Resolution and Ordinance Tracking Sheets are updated regularly.
- Work in conjunction with Kim to develop a "Welcome to Fairplay" packet which can be sent out upon closing of a home in Fairplay as well as one for newly opened businesses.
- Work with Kim, Sarah and Tina to move the Town records from the crawlspace to 501 Main Street.
- Create a "Meet the Board and Staff" corkboard for the Town Hall lobby.
- Create and implement an ESTIP/PIIP Recognition Program—signs/plaques and letters to the editor, articles in the Flume, posts on social media, etc. (Each Recognition Program will be tailored to the economic development program).
- Continue to pursue relevant grants which support the Town's ongoing projects.
- Continue to participate in ongoing Town Projects such as the Riverpark, 501 Main Street and the implementation of elements of the Downtown Assessment Plan and continue to market #FairplayForward.
- Serve, alongside Tina, as a liaison between Staff, the Board and the Economic Development Advisory Board.
- Gain a better understanding of the land use process and be confident in the explanation of each process.
- Hold weekly meetings with Sarah and Julie to ensure correct prioritization of work goals and to review past priorities for completion.

PUBLIC WORKS

MONTHLY STAFF REPORT

December 2019

Wastewater Treatment Plant Performance

DECEMBER FLOWS

Influent, monthly flow:	2.880 MG	2018: 2.978 MG	2017: 3.016 MG
Peak daily flow:	.133 MGD	.103 MGD	.176 MGD
Low daily flow:	.078 MGD	.080 MGD	.077 MGD
Average daily flow:	.092 MGD	.096 MGD	.097 MGD

BOD: Effluent Limit: Monthly 30 mg/l average; Peak 45 mg/l 7-day average
INFLUENT: 456 MG/L EFFLUENT: 3 MG/L REDUCTION: 99.3%

SUSPENDED SOLIDS: Effluent Limit: Monthly 30 mg/l average; Peak 45 mg/l 7-day average
INFLUENT: 267 MG/L EFFLUENT: 5 MG/L REDUCTION: 98.1%

BOD and Suspended Solids require an 85% reduction from influent to effluent.

PHOSPHOROUS: Projected 2035 limit 3.66 mg/l
INFLUENT: 7.55 MG/L EFFLUENT: 3.22 MG/L REDUCTION: 57.3%

AMMONIA Effluent Limit: 32 MG/L
INFLUENT: 40.20 MG/L EFFLUENT 0.05 MG/L REDUCTION 99.8%

TOTAL INORGANIC NITROGEN: Projected 2035 Total Inorganic Nitrogen Limit 38 mg/l
EFFLUENT TIN: 19.45 mg/l

E-COLI: Effluent Limit: 1,920 MPN average per month; Peak 7-day average 3,840 MPN
EFFLUENT: 1 MPN

• OPERATORS REPORT

- The weather event December 1st stuck the mooring cable that holds the sludge pond aerators to the bottom of the pond tipping the aerators on their sides. Snowbridge brought a manlift, 500 gallon tank of water, and a boiler over to help us free the cable. It took us the better part of two days to dig it out.
- We contacted Cummings to ascertain why the plant generator shut down during the wild weather. Vaughn managed to get it going outside during the storm. Perhaps some sort of wind break should be considered. Vaughn had a few teeth knocked out in another wind event working on the generator. We excursive the generator every Monday. Cummings is coming January 10th to go through the generator.
- Other than the pond issue which continues to plague us the treatment plant is running really well as you can see from the numbers above. With the December holiday, staff used most of the month to catch up on smaller projects to stay under budget for 2019 piling up the work for a good start to 2020.

Water System

Water System ran smoothly in December, however in early January pump 1 went down. Currently working on replacing the pump.

Public Works

1. 2020 Paving Projects

Work to be bid out in February.

2. New Aerator for the Sanitary plant pond

To be ordered in January.

3. New Atv

Actively looking, will secure by May 2020.

4. Vaughn passes B license for the Treatment Plant

Vaughn will get scheduled in January.

5. Sludge Removal

To be done this summer.

6. 1/3 Sewer line cleaning

To be done this summer.

7. River Park Entrance signage

Negotiate with low budgeted signage manufacture Schlosser in January. Bid out parking lot and access road in February.

8. Study Water capacity

To be done in the first and second quarter of the year.

9. Improve Stairs town Hall

To be complete in the spring or fall.

10. Paint Lift station building

To be completed in the spring or fall.

11. Paint Public Works Office

To be completed in the spring or fall.

12. Standards for Streets and utilities

To be completed by the second quarter of the year.

13. Research Town Ditch Easement and create a maintenance plan/program.

To be completed by June 2020.

14. Begin work on comprehensive public works capital improvement plan to include all town owned buildings and properties, vehicles, and equipment.

To be completed by second quarter.

15. Continue to improve SCADA.

Will improve as needs arise this year.

Chief of Police – **Marcus J. Woodward**
FAIRPLAY POLICE DEPARTMENT



February 03, 2020

To: Town of Fairplay Board of Trustees
From: Chief of Police, Marcus Woodward
Re: January 2020 Monthly Police Report

Month of January 2020, the FPD responded to 159 total calls for service to include:
Records Management System requiring documented case reports: 23

- | | |
|--|--|
| 5 - Animal calls | 3 - Abandoned Vehicles |
| 3 - Assaults/Sex Assaults | 1 - Abandoned/Found/Lost Property |
| 0 - Arrest Warrants obtained | 3 - Bar Checks |
| 6 - Burglary/Fraud/Theft | 31 - Business Checks/Directed Patrols |
| 3 - Citizen assists | 3 - Civil Keep the Peace Responses |
| 0 - Civil Paper Service | 1 - Child Abuse/Adult Abuse |
| 0 - Criminal Trespass | 2 - Colorado State Patrol Assists |
| 1 - Criminal Mischief | 1 - Code Violations |
| 2 - Criminal Summons issued (County) | 1 - Drugs/Drug Related |
| 2 - Domestic Violence Arrest/Responses | 0 - Disorderly Conducts |
| 1 - DUI's, REDDI Reports | 1 - Department of Human Services calls |
| 3 - Emergency 911 calls | 2 - Enhanced Court House Security |
| 0 - Event duty assignments | 1 - Fire Alarms/ Intrusion Alarms |



901 Main St ~ PO Box 267 Fairplay, CO 80440
P: 719-836-2840 F: 719-836-2849 Email: mwoodward@fairplayco.us

- 0 - Fingerprints
- 0 - Homeless Persons Calls/Assists
- 1 - Juvenile Complaints/Investigations
- 1 - Medical Responses
- 1 - Missing Person Reports
- 1 - Other Outside Agency assists
- 9 - Park County Sheriff Assists
- 0 - Runaway Reports
- 4 - School Safe to Tell calls
- 11-School Security Assignments
- 2 - Search Warrant Obtained
- 1 - Traffic Arrests
- 1 - Traffic Control Assignments
- 1 - VIN Inspections
- 2 - Violation of Protection Order/Arrests
- 3 - Welfare Checks

- 0 - Harassment
- 18 - Investigation Follow-ups
- 2 - Menacing/Arrests
- 1 - Mental/Suicidal calls
- 1 - Neighbor Disputes/complaints
- 1 - Panic Alarms
- 2 - Parking Complaints/Violations
- 0 - Sex Offender Registrations
- 0 - Structure, Land Fires/Car Fires
- 2 - Suspicious Persons
- 5 - Traffic Accidents
- 1 - Traffic Citations issued
- 5 - Verbal Traffic Warnings issued
- 1 - Vehicle Impound
- 5 - Witness/Suspect Interviews
- 1 - Warrant Arrests



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MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Mason Green, Assistant Town Administrator

RE: Staff Report

DATE: January 30, 2020

I wanted to inform the Board of a few things. First, I have been continuing negotiations with ChargePoint regarding the proposed installation of electric vehicle charging stations at Town Hall. The new offer from ChargePoint grants us these chargers for free as they have proposed owning and operating the stations themselves. While we would get the chargers for free ChargePoint would collect all of the revenue from the stations and pay for the electrical costs incurred from running the stations. Staff is currently working on a contract with ChargePoint and will bring it before the Board at a later date.

Additionally, I have been working with Xpress Bill Pay to digitize many of the paper forms we use including race registration forms, parade forms, business license applications and lodging tax payment forms. Digitizing these forms will make it easier for people seeking to fill the forms out and save staff time. Because we are a Beta Tester for the Xpress Bill Pay Fillable Forms, we have encountered some bugs which are currently being fixed. Our goal is to have the forms "live" as soon as possible.

Lastly, I have been working with Sarah and Julie as their new supervisor. Sarah is learning lots about the Deputy Clerk world and is doing a fantastic job. She has applied for a CIRSA Scholarship for monies to attend the Colorado Municipal Clerks Association's Institute this summer which will further her education. Julie has been working hard to get the Towns marketing materials ready so that they can be distributed earlier in the year and to ensure that the Mountain Mardi Gras Celebration goes off without a hitch! Julie and I also met with Ann Lukacs and Linda Balough of the Park County Creative Alliance (PCCA) to discuss how our organizations can collaborate on the Wearable Art Fest. We will know for certain after the PCCA's February 7th board meeting what they are interested in doing, but Julie and I feel that it will be a positive relationship.

"Where History Meets the High Country"

