



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

January 15, 2025
7:00 PM
202 Railroad Avenue, Rifle, CO

6:00 PM - Workshop Meeting

Discussion and Review

- a. Discussion on Bulk Water Sales Rates
- b. Discuss Council Direction on Solar, Fieldhouse Concept Investigation, and Economic Incentive Package

7:00 PM - Regular Meeting

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Public Comment** *(Maximum time permitted for Public Comment is 3 minutes per person)
*(Reserved for general comments or items on the agenda that are not a public hearing)
4. **Consent Agenda**
 - 4.a. Consider Minutes of the December 18, 2024 Regular Meeting
 - 4.b. Consider Liquor License Renewal for J&L, Inc. dba Shanghai Garden
 - 4.c. Consider Liquor License Renewal for Jalisco Grill, LLC dba Jalisco Grill
 - 4.d. Consider Liquor License Renewal for Kum and Go LC dba Maverik 5012
 - 4.e. Consider Liquor License Renewal for Super Kidz, LLC dba Super Kidz LLC
 - 4.f. Consider Approval of Purchase Order for 2025 Cleaning Services
 - 4.g. Consider Approval of Purchase Order for 2025 Landscape Maintenance and Snow Removal Services
 - 4.h. Consider Approval of Purchase Order for 2025 CIRSA Property & Casualty Insurance
 - 4.i. Consider Designating a Public Posting Place - Resolution No. 1, Series of 2025

- 4.j. Consider Yearly Aluminum Sulfate Purchase for Water Plant
- 4.k. Consider Yearly Sodium Chlorite Purchase for Water Plant
- 4.l. Consider Yearly Citric Acid Purchase for Water Plant
- 4.m. Consider Yearly Sodium Hypochlorite Purchase for Water Plant
- 4.n. Consider Yearly Polymer Purchase for Wastewater Plant
- 4.o. Consider Approval of Purchase Request for Portable Restroom Services
- 4.p. Consider Approval of Purchase Order for Sustainable Strategies
- 4.q. Consider approval of Purchase Order for Garfield County Victim Response Services
- 4.r. Consider Letter of Support for Silt Raise Grant Application for the 7th Street Pedestrian Bridge and Plaza

5. Action, if any, on Workshop Items

6. Regular Agenda

- 6.a. Consider Approval of Conduit Bond Financing for Habitat for Humanity Roaring Fork Valley and Amendment of Land Lease - Ordinance No. 2 Series of 2025-1st Reading
- 6.b. Consider Increase to Compensation for City Prosecutor
- 6.c. Consider Amending Appendix A to the Rifle Municipal Code Regarding Bulk Water Rates, and Repealing Section 13-3-90(D) Regarding the Airport Road Sewer Line Cost Recovery Surcharge That Has Been Satisfied - Ordinance No. 1, Series of 2025 - 1st Reading
- 6.d. Consider Awarding Bid of Design Services for Birch Park
- 6.e. Consider Approval on Purchase of Musco Control-Link System for Deerfield Park Sports Fields
- 6.f. Consider Letter of Support for Garfield County CSU-Extension Office and Their Outdoor Classroom and Community Education Center.

7. Administrative Reports

- 7.a. Report to City Manager

8. Comments from Mayor and Council

9. Adjournment

ACCESSIBILITY STATEMENT

The City of Rifle values full inclusion and access for all of our facilities, programs, activities and services. We are pleased to provide meaningful accommodations to comply with the Americans with Disabilities Act (ADA) and reasonably provide translation, interpretation, modifications, accommodations, alternative formats, auxiliary aids, and services. To request special assistance, call City Clerk Alexis Ramirez at 970-665-6405 or email aramirez@rifleco.org. Please allow 48 hours for your requests to be met.

La Ciudad de Rifle valora la plena inclusión y acceso para todas nuestras instalaciones, programas, actividades y servicios. Nos complace proporcionar alojamientos significativos para cumplir con la Ley de Estados Unidos con Discapacidades (ADA) y proporcionar razonablemente traducciones, interpretaciones, modificaciones, adaptaciones, formatos alternativos, ayudas auxiliares y servicios. Para solicitar asistencia especial, llame a la City Clerk Alexis Ramírez al 970-665-6405 o envíe un correo electrónico a aramirez@rifleco.org. Por favor, permita 48 horas para que se atiendan sus solicitudes.



Agenda Item #a.

Agenda Item Name:

Discussion on Bulk Water Sales Rates

Presenter:

Jared Emmert, Utilities Director

Item Description:

Discussion on the pricing change that amending RMC Appendix A will have on bulk water.

Recommended Action:

N/A

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Updating the bulk water rate has historically needed an amendment to RMC Appendix A each time. A proposed change to Appendix A would allow the bulk water rate to automatically adjust by being set equal to the out-of-city base water rate.

Executive Summary:

The proposed changes to RMC Appendix A will allow the price of bulk water to automatically update each year, similar to all other classes of water users. This will keep the pricing of bulk water fair and equitable compared to rate-payers on the city water system. The initial adjustment will cause a price increase from \$15.00 per thousand gallons to \$25.36 per thousand gallons. The price will escalate by 2.5% on January 1 each year, similar to the other classes of water users.

Notification Requirements:

N/A

Prepared By:

Jared Emmert, Utilities Director

Attachments:

None



Agenda Item #b.

Agenda Item Name:

Discuss Council Direction on Solar, Fieldhouse Concept Investigation, and Economic Incentive Package

Presenter:

Patrick Waller, City Manager

Item Description:

Workshop Item

Recommended Action:

No action on Workshop Items

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

The Mayor has received support from two other Council members to discuss ideas for City action on residential solar permitting, further investigation into a fieldhouse concept, and an economic incentive package for businesses.

Notification Requirements:

No additional notice for Workshop items

Prepared By:

Patrick Waller, City Manager

Attachments:

None



Agenda Item #4.a.

Agenda Item Name:

Consider Minutes of the December 18, 2024 Regular Meeting

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Consider Minutes of the December 18, 2024, Regular Meeting

Recommended Action:

Move to approve the minutes of the December 18, 2024, City Council Regular Meeting

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Minutes of the December 18, 2024, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. 12.18.2024 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

December 18, 2024
7:00 p.m.
202 Railroad Avenue, Rifle, CO

CALL TO ORDER & ROLL CALL

A regular meeting of the Rifle City Council was called to order at 7:00 p.m. by Mayor Sean Strode.

Present at Roll Call:

Councilor Joe Carpenter, Clint Hostettler, Councilor Karen Roberts, Councilor Michael Clancy, Councilor Chris Bornholdt, and Mayor Sean Strode.

Councilor Clint Hostettler moved to excuse Councilor Alicia Gresley from tonight's meeting; seconded by Councilor Karen Roberts.

Roll Call: Yes - Chris Bornholdt, Joe Carpenter, Michael Clancy, Clint Hostettler, Karen Roberts, and Sean Strode.

No – None.

Others Present:

City Manager Patrick Waller, City Clerk Alexis Ramirez, City Attorney Jim Neu, Parks & Recreation Director Austin Rickstrew, Procurement & Grant Reporting Manager Iris Trevisano, Community TV/Multimedia Manager Michael Churchill, Civil Engineer Craig Spaulding, Main Street Manager Kim Burner, Planning Director Zach Higgins, Human Resources Director Danielle Hogan, and Police Chief Debra Funston.

PUBLIC COMMENT

No public comment was heard.

CONSENT AGENDA – CONSIDER THE FOLLOWING ITEMS:

- A. Consider Minutes of the December 4, 2024 Regular Meeting
- B. Consider Approving City of Rifle Employee Handbook - 2024 Version
- C. Consider Cancellation of January 1, 2025 Regular City Council Meeting

Councilor Clint Hostettler moved to approve Consent Agenda Item A, B, and C; seconded by Councilor Chris Bornholdt.

Roll Call: Yes - Karen Roberts, Clint Hostettler, Joe Carpenter, Michael Clancy, Chris Bornholdt, and Sean Strode.

No – None.

REGULAR AGENDA

Consider Request to Waive City of Rifle Fees for Habitat for Humanity Modular Factory

Chief Operating Officer of Habitat for Humanity Roaring Fork Sheryl Bower presented a request to consider waiving City of Rifle fees for Habitat for Humanity Modular Factory. Habitat for Humanity has proposed to construct a 60,000 square foot factory to construct modular housing units on City of Rifle property located on the UMTRA mill tailing site, within the Energy Innovation Center and adjacent to the City of Rifle Wastewater Facility. With this construction

Rifle City Council Meeting December 18, 2024

and new business, 64 jobs will be created, promoting economic growth for the community. Funds that are saved on fees will be reinvested into the project and the mission of amplifying the public benefit and maximizing impact for the residents of Rifle. Impact and Building Fees are accounted for on the revenue side of the budget and have historically been difficult to budget. Historically Council has waived fees on a case by case basis depending on the application. Staff recommends that Council waive: Building Permit Fees, Offsite Street Impact Fees, Water Rights Dedication Fees, Water System Improvement Fees, and Sewer System Improvement Fees.

Chief Operating Officer of Habitat for Humanity Roaring Fork Sheryl Bower and City Manager Patrick Waller answered questions for Council.

Councilor Clint Hostettler moved to approve fee waivers as identified in City Staff's memo for the amount of \$14,712.63; seconded by Councilor Michael Clancy.

Roll Call: Yes - Karen Roberts, Chris Bornholdt, Clint Hostettler, Michael Clancy, Joe Carpenter, and Sean Strode.

No – None.

Consider Approval of 2025 Premiums for City of Rifle Workers' Compensation Insurance

Human Resources Director Danielle Hogan presented a request to consider approval of the 2025 Premiums for City of Rifle Workers' Compensation Insurance. This cost was included in the 2025 Budget. City of Rifle is required to carry Workers Compensation insurance. Annual rates are determined by the Division of Insurance and Pinnacol Assurance. The initial annual premium amount was \$196,583.00, however City of Rifle received several discounts, which brings the total annual premium down to \$152,204.00.

Human Resources Director Danielle Hogan answered questions for Council.

Councilor Chris Bornholdt moved to approve the 2025 premiums for City of Rifle Workers' Compensation Insurance through Pinnacol Assurance in the amount of \$152,204.00; seconded by Councilor Clint Hostettler.

Roll Call: Yes - Joe Carpenter, Michael Clancy, Chris Bornholdt, Karen Roberts, Clint Hostettler, and Sean Strode.

No – None.

Consider Approval of 2025 Premiums for City of Rifle Employee Health Insurance

Human Resources Director Danielle Hogan presented a request to consider the approval of the 2025 Premiums for City of Rifle Employee Health Insurance. County Health Pool provides a long-term stable option for public entities to provide benefits to their employees. The loss ratio for City of Rifle for 2022 and 2023 was 136%, which is used to determine the rate increase for 2025. The rate increase that City of Rifle received for 2025 is 9%. Staff recommends remaining with County Health Pool until the City of Rifle loss ratio decreases.

Human Resources Director Danielle Hogan answered questions for Council.

Councilor Clint Hostettler moved to approve the 2025 premiums for City of Rifle Employee Health Insurance with County Health Pool in the amount of \$1,947,543.00; seconded by Councilor Joe Carpenter.

Roll Call: Yes - Karen Roberts, Joe Carpenter, Michael Clancy, Clint Hostettler, Chris Bornholdt, and Sean Strode.

No – None.

Consider Awarding Bid to Martinez Western Constructors for the Construction Services for Park Avenue Extension Project

Procurement and Grant Reporting Manager Iris Trevisano and Civil Engineer Craig Spaulding presented a request to consider awarding bid to Martinez Western Construction, Inc. for the Construction Services for the Park Avenue Extension Project. This project was included in the 2025 Budget. This project includes the installation of the road and water for the Rifle Apartments that are being constructed, which will be approximately 250 feet of waterline, 1,060 square yards of asphalt paving, 3,926 square feet of concrete for the road, and 7,600 square feet of concrete for a trail. Two bids were received for this project: one from Johnson Construction, Inc. and one from Martinez Western Constructors, Inc. Staff recommends awarding bid to Martinez Western Constructors, Inc., who provided the lowest qualified bid.

Procurement and Grant Reporting Manager Iris Trevisano and Civil Engineer Craig Spaulding answered questions for Council.

Councilor Michael Clancy moved to award bid to Martinez Western Constructors, Inc. for the Construction Services associated with the Park Avenue Extension Project in the amount not to exceed \$820,844.45; seconded by Councilor Karen Roberts.

Roll Call: Yes - Karen Roberts, Chris Bornholdt, Joe Carpenter, Clint Hostettler, Michael Clancy, and Sean Strobe.

No – None.

Consider Approval for an Additional Police Officer Position for the Rifle Police Department

Police Chief Debra Funston presented a request to consider approval for an additional police officer position for the Rifle Police Department. Rifle Police Department has been short-staffed for several years. The cost for hiring a police candidate is a minimum of \$107,400.00. City of Rifle has had this position budgeted in the past but was never close to being fully staffed to take advantage of an additional position. Within the past couple of years, the Police Department has gotten close to being fully staffed. While this position is not currently in the budget, a supplement may not be required based on the vacancy savings that are available in the Police Budget. An over-hire position provides a safety net in the event that the Police Department loses an officer. If staffing remains full, the additional position will allow for growth in Rifle Police Department staff to support the growing community. This position would also allow for options for assignment into the schools or detective division.

Police Chief Debra Funston and Human Resources Director Danielle Hogan answered questions for Council.

Councilor Clint Hostettler moved to approve the hiring of an additional police officer for the Rifle Police Department; seconded by Councilor Chris Bornholdt.

Roll Call: Yes - Chris Bornholdt, Joe Carpenter, Michael Clancy, Clint Hostettler, Karen Roberts, and Sean Strobe.

No – None.

Report to City Manager

Reports were heard from City Manager Patrick Waller and City Attorney Jim Neu.

Comments from Mayor and Council

Comments were heard from Councilor Karen Roberts, Michael Clancy, Clint Hostettler, Chris Bornholdt, Joe Carpenter, and Sean Strobe

Adjournment

Meeting adjourned at 8:05 p.m.

Alexis Ramirez
City Clerk

Sean Strobe
Mayor



Agenda Item #4.b.

Agenda Item Name:

Consider Liquor License Renewal for J&L, Inc. dba Shanghai Garden

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Consider Liquor License Renewal for J&L, Inc. dba Shanghai Garden

Recommended Action:

Move to approve the Liquor License Renewal for J&L, Inc. dba Shanghai Garden

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

J&L, Inc. dba Shanghai Garden located at 1538 Railroad Avenue, Rifle, CO has submitted a Hotel & Restaurant Liquor License Renewal Application.

The application is complete and the appropriate fees have been paid.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. REDACTED - Shanghai Garden Renewal

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$ 250
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☒ Paid by check

Uploaded to MoveIt on Date

☐ Paid online

Licensee Name

J&L INC

Doing Business As Name (DBA)

Shang Hai Garden

Liquor License Number

License Type

Hotel & Restaurant (city)

Sales Tax License Number

Expiration Date

01/12/2025

Due Date

Business Address

Street Address

1538 Railroad Ave

Phone Number

9706254430

City

Sierra

State ZIP Code

CO 81650

Mailing Address

Street Address

1538 Railroad Ave

City

Sierra

State ZIP Code

CO 81650

Email

Jack.chen300@ymail.com

Operating Manager

Jack Vhen

Date of Birth

9/9/1978

Home Address

Street Address

Phone Number

City

State

ZIP Code

1. Do you have legal possession of the premises at the street address?..... ☒ Yes ☐ No

Are the premises owned or rented? ☐ Owned

*If rented, expiration date of lease

☒ Rented*

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... ☒ Yes ☐ No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... ☒ Yes ☐ No
(**Note:** must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... ☐ Delivery ☐ Takeout ☒ Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....

☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... ☐ Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Jack Chen

Title

Owner

Signature

[Signature]

Date (MM/DD/YY)

1/9/25

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

Tax Check Authorization, Waiver, and Request to Release Information

I, Jack Chen

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

J & L, INC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Jack Chen J & L Inc

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

Street Address

1539 Railroad Ave

City

Rifle

State

CO

ZIP Code

81650

Printed name of person signing on behalf of the Applicant/Licensee

Jack Chen

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Jack Chen

Date Signed

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



Agenda Item #4.c.

Agenda Item Name:

Consider Liquor License Renewal for Jalisco Grill, LLC dba Jalisco Grill

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Consider Liquor License Renewal for Jalisco Grill, LLC dba Jalisco Grill

Recommended Action:

Move to approve the Liquor License Renewal for Jalisco Grill, LLC dba Jalisco Grill

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Jalisco Grill, LLC dba Jalisco Grill located at 129 East 3rd Street, Rifle, CO has submitted a Hotel & Restaurant Liquor License Renewal Application.

The application is complete and the appropriate fees have been paid.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. REDACTED - Jalisco Grill Renewal

DR 8400 (02/16/24)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

JALISCO GRILL
129 EAST 3RD STREET
Rifle CO 81650

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one- time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name

JALISCO GRILL, LLC

Doing Business As Name (DBA)

JALISCO GRILL

Liquor License Number

License Type

Hotel & Restaurant (city)

Sales Tax License Number

Expiration Date

Due Date

03/11/2025

01/25/2025

Business Address

Street Address

Phone Number

129 EAST 3RD STREET

9705100470

City, State, ZIP Code

Rifle CO 81650

Mailing Address

Street Address

129 EAST 3RD STREET

City, State, ZIP Code

Rifle CO 81650

Email

Operating Manager

Date of Birth

Home Address

Street Address		Phone Number
City	State	ZIP Code

1. Do you have legal possession of the premises at the street address?..... ☒ Yes ☐ No

Are the premises owned or rented? ☐ Owned

*If rented, expiration date of lease

☒ Rented*

05-01-2026

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... ☐ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit?..... ☒ Yes ☐ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... ☐ Delivery ☐ Takeout ☒ Both Takeout and Delivery

3. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?.. ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....

☐ Yes ☒ No

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... ☐ Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, ARMANDO VIDRIO

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Jalisco Grill LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

1. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

2. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

3. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?..... ☒ Yes ☒ No

If yes, attach a detailed explanation. We own other liquor license business in state of Colorado.

Affirmation & Consent

Jalisco Grill LLC, Jalisco Grill II LLC, Rifle Bar LLC

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

ARMANDO VIDRIO

Title

Member

Signature

Armando Vidrio

Date (MM/DD/YY)

11/21/24

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, ARMANDO VIDRIO

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter
"Waiver") on behalf of

(the "Applicant/Licensee")

Jalisco Grill LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Jalisco Grill LLC

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

719-285-5905

Street Address

129 EAST 3rd ST

City

Rifle

State ZIP Code

Co

81650

Printed name of person signing on behalf of the Applicant/Licensee

ARMANDO VUDRIO

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

Armando Vudrio

11-21-2024

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

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Agenda Item #4.d.

Agenda Item Name:

Consider Liquor License Renewal for Kum and Go LC dba Maverik 5012

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Consider Liquor License Renewal for Kum and Go LC dba Maverik 5012

Recommended Action:

Move to approve the Liquor License Renewal for Kum and Go LC dba Maverik 5012

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Kum and Go LC dba Maverik 5012 located at 120 East 26th Street, Rifle, CO has submitted a Fermented Malt Beverage and Wine (off-premise) Liquor License Renewal Application.

The application is complete, and the appropriate fees have been paid.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. REDACTED - Maverik #5012

DR 8400 (08/23/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$ 250
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premises Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☐ Paid by check

Uploaded to Movelt on Date

☒ Paid online

Licensee Name

Kum & Go LC

Doing Business As Name (DBA)

Maverik 5012

Liquor License Number

License Type

Fermented Malt Beverage and Wine (City)

Sales Tax License Number

Expiration Date

Due Date

2/7/2025

12/24/2024

Business Address

Street Address

120 East 26th St

Phone Number

515-274-7793

City

State

ZIP Code

Rifle

CO

81650

Mailing Address

Street Address

1150 Locust St. Suite 301

City

State

ZIP Code

Des Moines

IA

50309

Email

licensing@maverik.com

Operating Manager

Date of Birth

Trina Sanchez

Home Address

Street Address

Phone Number

City

State

ZIP Code

1. Do you have legal possession of the premises at the street address?..... ☒ Yes ☐ No

Are the premises owned or rented?

☐ Owned

*If rented, expiration date of lease

☒ Rented*

2/22/2032

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... ☐ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... ☐ Yes ☒ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?.... ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... ☒ Yes ☐ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

See attached updated
Master File

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... ☐ Yes ☒ No
- If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?..... ☒ Yes ☐ No
- If yes, attach a detailed explanation. See attached violations

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?..... ☒ Yes ☐ No
- If yes, attach a detailed explanation. See attached locations

9. I would like to apply for a Two-Year Renewal..... ☒ Yes ☐ No

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Camille Hayes

Title

Licensing Coordinator

Signature

Date (MM/DD/YY)

Camille Hayes

11/18/2024

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title	Attest
Signature	Date (MM/DD/YY)

Local Licensing Authority Approves this license for a two-year renewal..... ☐ Yes ☒ No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

--

Tax Check Authorization, Waiver, and Request to Release Information

I, Camille Hayes

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter
"Waiver") on behalf of

(the "Applicant/Licensee")

Kum & Go LC/Maverik 5012

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Kum & Go LC/Maverik 5012

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

515-274-7793

Street Address

120 East 26th St

City

State

ZIP Code

Rifle

CO

81650

Printed name of person signing on behalf of the Applicant/Licensee

Camille Hayes

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

Camille Hayes

11/18/2024

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



Agenda Item #4.e.

Agenda Item Name:

Consider Liquor License Renewal for Super Kidz, LLC dba Super Kidz LLC

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Liquor License Renewal for Super Kidz, LLC dba Super Kidz LLC

Recommended Action:

Move to approve the Liquor License Renewal for Super Kidz, LLC dba Super Kidz LLC

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Super Kidz, LLC dba Super Kidz LLC, located at 1733 Railroad Avenue, Unit A, Rifle, CO, has submitted a Beer and Wine Liquor License Renewal Application.

This application is complete and the appropriate fees have been paid.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. REDACTED - Super Kidz Renewal

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$ 250
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

Paid by check

Uploaded to MoveIt on Date

Paid online

Licensee Name

Super Kidz LLC

Doing Business As Name (DBA)

Super Kidz LLC

Liquor License Number

License Type

Beer and Wine

Sales Tax License Number

Expiration Date

Due Date

Business Address

Street Address

1733 Railroad Ave unit A

City

Rifle

Phone Number

970 306 9942

State ZIP Code

CO 81650

Mailing Address

Street Address

PO BOX 3961

City

Basalt

State ZIP Code

CO 81621

Email

Superkidzrifle@yahoo.com

Home Address

Street Address

Phone Number

City

State ZIP Code

1. Do you have legal possession of the premises at the street address?..... ☒ Yes ☐ No

Are the premises owned or rented?

Owned

*If rented, expiration date of lease

☒ Rented*

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... Yes ☒ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?.....

Delivery

Takeout

Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....

Yes

☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... Yes ☐ No ☒

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?..... Yes ☐ No ☒

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?..... Yes ☐ No ☒

If yes, attach a detailed explanation.

Affirmation & Consent

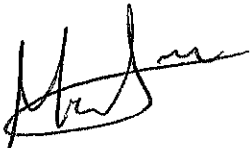
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Mauricio Olvera Resendiz

Title Owner

Signature



Date (MM/DD/YY)

11/26/2024

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

Name (Individual/Business)

Super Kidz LLC

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

970 306 9942

970 625 1842

Street Address

1733 Railroad Ave Unit A

City

Rifle

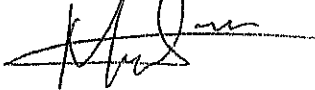
State ZIP Code

CO 81650

Printed name of person signing on behalf of the Applicant/Licensee

Mauricio Ovora Resendiz

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed



11/26/2024

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



Agenda Item #4.f.

Agenda Item Name:

Consider Approval of Purchase Order for 2025 Cleaning Services

Presenter:

Austin Rickstrew, Parks & Recreation Director

Item Description:

Staff recommends City Council approve the Purchase Order (PO) for cleaning services for 2025 as part of the previously approved three-year agreement.

Recommended Action:

Motion to approve the Purchase Order for 2025 cleaning services to Carol Cleaning Service, LLC. for \$44,200, per the three-year agreement approved on November 20, 2024.

Fiscal Impact:

The total cost for 2025 cleaning services is \$44,200, funded by the Grounds and Facilities department. This was included in the 2025 budget.

Operational Impact:

N/A

Prior Board Motions:

City Council the agreement with Carol Cleaning Services LLC on November 20, 2024, for 2025, 2026, and 2027 cleaning services.

Background Information:

At the November 20, 2024, City Council meeting, a three-year agreement for cleaning services was approved with Carol Celaning Service LLC. This agreement ensures consistent and professional cleaning for City facilities, including City Hall, Parks, and the Police Department.

Approval of the 2025 PO aligns with this agreement and is necessary to secure services for the upcoming year.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Austin Rickstrew, Parks & Recreation Director

Attachments:

1. 20241011 Cleaning Services RFB & Submissions
2. Cleaning Service Memo
3. Cleaning Services PO Request

Cleaning Services



Request for Bid

October 11, 2024

Parks & Recreation and Maintenance

City of Rifle

202 Railroad Avenue

Rifle, Colorado 86150

2024

Proposal Due Date: November 8, 2024, 12 pm

Mandatory Pre bid meeting: October 22, 2024, 10 am

Deadline of Questions: October 29, 2024, 12 pm

1. Request for Bids

The City of Rifle is requesting bids for the 3-year services contract for janitorial services for the municipal buildings of the City of Rifle.

2. Scope of work

Cleaning of city offices and buildings per the schedule provided.

- City Hall Tuesday and Thursday evenings
- Police Department Wednesday and Saturday (Must Pass FBI background check)
- Operations and Maintenance Fridays

Cleaning supplies and paper products are supplied by the City.

3. Required Documents

Potential bidders must complete and submit with the sealed bid the 2025 Vendor Proposal Cleaning Services spreadsheet. The spreadsheet can be downloaded from the City's website.

<https://www.rifleco.org/Bids>

4. Questions

Potential bidders may direct questions to Iris Trevisano at itrevisano@rifleco.org. Question deadline is Monday October 29, 2024 at 12 pm

5. Delivery of Bid

Bids must be submitted by hand to the Procurement and Grant Reporting manager's office at City Hall by November 8, 2024, at 12 pm. All Bids received should be sealed until the due date and time indicated in the solicitation. It is the sole responsibility of the respondent that the response is submitted and received before the

due date and time as specified in this document. The City of Rifle is not responsible for delays in transmittal or delays caused by any other occurrence. Please allow sufficient time to complete the response and deliver the documents.

6. Mandatory Pre-Bid Meeting

Potentials bidders must attend a Mandatory Pre-Bid Walk through with the Director of Parks and Recreation. Bidders will meet in front of City Hall October 22, 2024, at 10 am This meeting will include additional buildings within city limits.

7. Evaluation

Bid acceptance and bid evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Code. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. In addition to the evaluation criteria set forth in the invitation to bid, the following criteria may be considered, in addition to price:

- (1) The ability, capacity and skill of the bidder to perform the contract or provide the service or construction required;
- (2) Whether the bidder can perform the contract or provide the service or construction promptly or within the time specified, without delay or interference;
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder;

- (4) The quality of performance of previous contracts or services;
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- (6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service or construction;
- (7) The quality, availability and adaptability of the supplies, services or construction to the particular use required; and
- (8) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- (9) The local preferences set forth herein.

8. Local Preference Code

The following local preferences shall be considered in source selection for all City contracts:

Notwithstanding other provisions of this Article, in the awarding of contracts for goods or services, the City Council and Procurement Officer shall provide the following primary and secondary percentage preferences for local goods and services provided by local vendors when quality, delivery time and services are judged by the Procurement Officer to be essentially equal:

Contract>Amount	Primary Preference City of Rifle Goods/Vendors	Secondary Preference Garfield County Goods/Vendors
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	8% discount	4% discount
\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2.5% discount
\$100,000 to \$200,000	4% discount	2% discount

\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount

(c) For all competitive bonded bid purchases in excess of one hundred thousand dollars (\$100,000.00), the City shall provide these local preference provisions within the "Instructions to Bidders" documents.

(d)Exception: Local preference shall not apply to contracts required by applicable state or federal laws or regulations to be awarded to the "lowest responsible bidder" or to any contracts that are statutorily or otherwise precluded from the use of local vendor preference. No local preference shall apply where grant funds are used which expressly prohibit the use of such local preference.

(e) The Procurement Officer may establish an administrative process to pre-qualify local vendors.

(Ord. 7 , § 2, 2022)

9. Award and Purchases

The City reserves the right to reject any or all bids, to waive any informalities or technical defects in bids, and unless otherwise specified by the City or by the bidder, to accept any items or group of items in the bid, as may be in the best interest of the City. No verbal explanations, clarifications, additions or instructions will be binding to either the City or the bidders, except those confirmed in writing. A signed purchase order/bid furnished to the successful bidder results in a binding bid without further action by either party.

City of Rifle Cleaning Services 2025, 2026, 2027				
Vendor Name: _____				
Location	Days	Price/Per Clean 2025	Price/Per Clean 2026	Price/Per Clean 2027
City Hall	Tuesdays and Thursdays	\$ -	\$ -	\$ -
Police/Court Buliding	Wednesdays and Saturdays	\$ -	\$ -	\$ -
Operations and Maintenance Facility	Fridays	\$ -	\$ -	\$ -

City Hall Total for 2025	\$ -
Police/Court Buliding Total for 2025	\$ -
Operations and Maintenance Facility Total for 2025	\$ -

City Hall Total for 2026	\$ -
Police/Court Buliding Total for 2026	\$ -
Operations and Maintenance Facility Total for 2026	\$ -

City Hall Total for 2027	\$ -
Police/Court Buliding Total for 2027	\$ -
Operations and Maintenance Facility Total for 2027	\$ -

ADDENDUM#1

10/22/2024

10222024 – Cleaning Services Prebid attendance

[illegible]

ADDENDUM#2

10/28/2024

10222024 – Cleaning Services Prebid attendance

Questions Received:

Q1: What is the square footage of City Hall, The Police Department and O&M?

A2: City Hall: 23,000sqft, Police Department: 22,000sqf & O&M: 2,500sqft

Q2: What are the hours for cleaning The Police Dept.
and O & M

A2: Police Department: Monday-Friday after 5pm and Saturday between 8am- 9pm

O&M: Fridays between 8 am- 3 pm

10222024-Cleaning Services

Bid Results

Organization Name	Location	2025	2026	2027	Total Contract
CCS Cleaning Service	Parachute	\$50,700.00	\$52,221.00	\$52,221.00	\$155,142.00
Starling Custom Cleaning	Glenwood Springs	\$181,480.00	\$186,966.00	\$192,530.00	\$560,976.00

CCS

CAROLS CLEANING SERVICE

Carol Flint Trucks

Owner Carol Cleaning Service LLC

October 22, 2024

970-618-5860

caroltrucks47@yahoo.com

38 Mesa Vista Place

Parachute, CO 81635

The City of Rifle

202 Railroad Ave

Rifle, CO 81650

(970) 665-6400

Job Reference: Janitorial Service

Dear City of Rifle,

I am writing to apply for the position of cleaning service provider for the City of Rifle's commercial buildings. With 40 years of experience in the cleaning industry and 22 years as the owner of CCS Services, I am confident in my ability to deliver the high-quality, reliable service your facilities require at the best and lowest cost.

Qualifications and Strengths:

As the owner of CCS Services, I offer a wide range of cleaning services, including commercial, residential, construction, and move-in/move-out cleaning. My extensive experience ensures that I can meet the unique needs of municipal buildings and other commercial spaces. My five years of experience cleaning for Alpine Bank has also sharpened my skills in detailed cleaning, floor care, sanitization, waste management, and facility inspections.

I take pride in providing top-notch service at the best value. With a spotless record over my 40 years in the industry—never missing a day of work—you can rely on my commitment to consistently meeting and exceeding expectations. I guarantee that my services are offered at the most competitive rates, ensuring you receive both quality and affordability.

Conclusion:

I am excited about the opportunity to bring my expertise and cost-effective service to the City of Rifle's commercial buildings. My decades of experience, combined with my guarantee of the best and lowest cost, make me a perfect fit for your cleaning needs. Please feel free to contact me at (970) 618-5860 or caroltrucks47@yahoo.com to discuss how CCS Services can support your facility.

Thank you for your time and consideration.

Sincerely,

Carol Flint Trucks

Owner, CCS Services



JANITORIAL CLEANING SERVICE PROPOSAL

Prepared for
City Of Rifle

Prepared by
Carol Flint Trucks
caroltrucks47@yahoo.com
October 22, 2024

Dear City Of Rifle,

I am pleased to submit this proposal for cleaning services for the City of Rifle's commercial buildings. With 40 years in the cleaning industry and 22 years as the owner of CCS Services, I offer high-quality, reliable service at competitive rates.

SCOPE OF SERVICES

CCS Services provides comprehensive cleaning solutions, including:

- General cleaning and sanitization
- Floor care (vacuuming, mopping, sweeping)
- Dusting and surface cleaning
- Waste management
- Restroom cleaning
- Window cleaning
- Routine facility inspections

INDUSTRY STANDARD RATE

The following services are offered at industry standard rates:

- Daily cleaning
- Weekly cleaning
- Monthly deep cleaning

These rates reflect the level of service and can be customized to suit your needs.

WHY CHOOSE US

- 40 Years of Experience: Expertise in commercial, residential, and construction cleaning.
- Proven Reliability: A spotless record with never a missed day of work.
- Competitive Pricing: Guaranteed best rates without compromising quality.

Conclusion:

I look forward to the opportunity to partner with the City of Rifle in maintaining your facilities. Please contact me at (970) 618-5860 or caroltrucks47@yahoo.com to discuss this proposal or customize a cleaning schedule.

Thank you for your consideration.

Sincerely,
Carol Flint Trucks
Owner, CCS Services

City of Rifle Cleaning Services 2025, 2026, 2027

Vendor Name: _____

Location	Days	Price/Per Clean 2025	Price/Per Clean 2026	Price/Per Clean 2027
City Hall	Tuesdays and Thursdays	\$ 225.00	\$ 231.75	\$ 231.75
Police/Court Building	Wednesdays and Saturdays	\$ 200.00	\$ 206.00	\$ 206.00
Operations and Maintenance Facility	Fridays	\$ 125.00	\$ 128.75	\$ 128.75

City Hall Total for 2025	\$ 23,400.00
Police/Court Building Total for 2025	\$ 20,800.00
Operations and Maintenance Facility Total for 2025	\$ 6,500.00

City Hall Total for 2026	\$ 24,102.00
Police/Court Building Total for 2026	\$ 21,424.00
Operations and Maintenance Facility Total for 2026	\$ 6,695.00

City Hall Total for 2027	\$ 24,102.00
Police/Court Building Total for 2027	\$ 21,424.00
Operations and Maintenance Facility Total for 2027	\$ 6,695.00



Dear City of Rifle,

Please accept this bid. Starline Custom Cleaning was established in 2018, Starline is owned and family operated.

At Starline, We are familer and very knowledgable to clean effectively and efficienlty for this type of job. We have worked to this capacity in the past. Starline is set apart from other cleaning companies with considerable attention to detail and being exceptionally goal oriented, we ensure our work is flawless.

Our experience in this industry has taught us how to both reach and exceed customer expectations and provide service they can count on. Starline is focused and willing to go beyond the minimum expectations to make sure we serve customers needs. With our staff, effective cleaning process, and our willingful spirit, Starline Custom Cleaning is the ideal candidate for this position.

Please see below for a list of jobs, projects, and existing happy clients. Pitkin County subcontractor for Construction clean up listed below but not limited to:

Pitkin County Courthouse

Pitkin County North 40 building

Pitkin County Southside Building

Pitkin County fleet building

Pitkin County Maintenance and operations, Public Works

Pitkin County Emma Road Building/s

Pitkin County residential housing

ANB Bank Aspen, Basalt, Carbondale

Columbine Ford

Roto Rooter

We have also volunteered in many fundraisers and non profit organizations to raise money for the City for good causes.

Thank you again for this opportunity, we look forward to hearing from you.

Carrie Voorhees

A handwritten signature in dark ink, appearing to read 'Carrie Voorhees', with a long, sweeping horizontal stroke extending to the right.

Owner Starline Custom Cleaning LLC

CASA of the ninth Advocate

City of Rifle Cleaning Services 2025, 2026, 2027

Starline Custom Cleaning LLC

Location	Days	Price/Per Clean 2025	Price/Per Clean 2026	Price/Per Clean 2027
City Hall	Tuesdays and Thursdays	\$740.00	\$762.00	\$785.00
Police/Court Building	Wednesdays and Saturdays	\$880.00	\$907.00	\$934.00
Operations and Maintenance Facility	Fridays	\$250.00	\$257.50	\$264.50

City Hall Total for 2025	\$	76,960.00
Police/Court Building Total for 2025	\$	91,520.00
Operations and Maintenance Facility Total for 2025	\$	13,000.00

City Hall Total for 2026	\$	79,248.00
Police/Court Building Total for 2026	\$	94,328.00
Operations and Maintenance Facility Total for 2026	\$	13,390.00

City Hall Total for 2027	\$	81,640.00
Police/Court Building Total for 2027	\$	97,136.00
Operations and Maintenance Facility Total for 2027	\$	13,754.00



Memo

To: Honorable Mayor and Council Members

CC: Patrick Waller, City Manager

Iris Trevisano, Procurement and Grant Manager

From: Austin Rickstrew, Parks and Recreation Director

Date: 11/12/2024

Re: Request to Approve Cleaning Services Contract with
Carol Cleaning Services LLC. for 2025-2027

Honorable Mayor and Council Members,

I am seeking Council approval to award the cleaning services contract for 2025, 2026, and 2027 to Carol Cleaning Service LLC (CCS), with a total contract amount not to exceed \$155,142.00. This three-year agreement will ensure thorough maintenance of key city facilities, including City Hall and the Police Department (cleaned twice weekly) and the Operations and Maintenance Building (cleaned once weekly).

In accordance with our procurement policy, we issued a Request for Bid (RFB) for these services, posting it on the City website and in the *Rifle Citizen Telegram*. A mandatory pre-bid meeting was held, with three vendors in attendance: Carol Cleaning Service, Starline Custom Cleaning, and Daly Properties. Vendors who submitted bids for consideration were required to complete a proposal spreadsheet with costs for each of the three years in the contract term.

Upon review, Carol Cleaning Service LLC provided the lowest qualified bid, meeting the 2025 budget allocation with a minimal 3% increase for 2026 and holding steady for 2027. Their bid was both competitive and within our budget.

This contract will provide cost-effective and reliable cleaning services for the City's essential facilities, maintaining consistency and high standards of cleanliness.

Thank you for your consideration,

Austin Rickstrew



CITY OF RIFLE

202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, CO 81650

WWW.RIFLECO.ORG

(970) 665-6578 • ARICKSTREW@RIFLECO.ORG



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Carol Flint	

2.	Vendor Address
	38 Mesa Vista Place, Parachute, CO 81635

3.	For the Purchase of (description)
	2025 Cleaning Services (City Hall/PD)

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$44,200	\$146,000	

5.	Dept. Name	General Ledger Acct #
	G&F	100-4195-400-431

6.	Type of Purchase
	☐ Capital Construction
	☐ Capital Construction – Change Order
	☐ Capital Equipment
	☐ Plant Equipment
	☐ Materials, supplies, non-profession/technical services (includes computer/software maint.)
	☒ Professional Services
	☐ Utilities (includes equipment installation and ongoing contracts)
	☐ Land, easements, ROW

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)		
	☐ Cooperative Purchasing:	Sec 4-3-90	
	☐ Open Market:	Sec. 4-3-40(c)	
	☐ Comparative Pricing:	Sec. 4-3-40(d)	
	☐ Request for Proposal:	Sec. 4-3-40(e)	(attach bid tab)
	☒ Competitive Sealed Bid:	Sec.4-3-40(f)	(attach bid tab & advertisement)
	☐ Sole Source:	Sec. 4-3-40(a)	(attach memo)

8.	Authorization Required	
	☒	City Manager
	☒	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	Austin Rickstrew Signer ID: CL51PBWV12...	01/06/2025
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

<i>Amount of Purchase</i>	<i>Is Purchase Order Needed</i>	<i>Method of Source Selection</i>
\$0.01 - \$10,000	No – Dept Head Approval	No special sourcing
\$10,000.01 - \$25,000	Yes – City Manager Approval	Yes – see table 2 below
\$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

<i>Methods of source selection</i>	<i>Contract limits</i>
Competitive sealed bidding	Greater than \$50,000.00
Competitive sealed proposals	Greater than \$10,000.00 and less than \$50,000.00.
**Greater than \$50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.	
Small purchases	Less than \$10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	8% discount	4% discount
\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount



Agenda Item #4.g.

Agenda Item Name:

Consider Approval of Purchase Order for 2025 Landscape Maintenance and Snow Removal Services

Presenter:

Austin Rickstrew, Parks & Recreation Director

Item Description:

Staff recommends that City Council approve the Purchase Order (PO) for 2025 landscape maintenance and snow removal services as part of the previously approved agreement.

Recommended Action:

Motion to approve the Purchase Order for 2025 landscape maintenance and snow removal services to All Around Property Maintenance for \$67,460, as per the agreement approved on December 4, 2024.

Fiscal Impact:

The total cost for 2025 Landscape Maintenance and Snow Removal is \$67460, funded by the Grounds and Facilities department. This expense was included in the 2025 budget.

Operational Impact:

N/A

Prior Board Motions:

Council approved the All Around Property Maintenance agreement on December 4th for landscape and snow removal services in 2025, 2026, and 2027.

Background Information:

On December 4, 2024, the City Council approved a [Insert Length, e.g., multi-year or one-year renewable] agreement for landscape maintenance and snow removal services with All Around Property Maintenance. These services ensure the proper upkeep of city grounds and safe access to facilities during inclement weather.

Approval of the 2025 PO is required to continue services following the terms of the agreement.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Austin Rickstrew, Parks & Recreation Director

Attachments:

1. Landscape and Snow Removal PO Request
2. RFB Landscape for the City of Rifle 2024 addendum #1 (1)
3. All Around Property Maintenance RFB (3)
4. 20241011-Landscape Maintenance & Snow Removal Memo (2)



CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name	NEW: W-9 attached ☐
	All Around Property Maintenance	

2.	Vendor Address
	697 County Rd 266, Silt, CO 81652

3.	For the Purchase of (description)
	Landscape and Snow Removal Services

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$67,460	\$146,000	

5.	Dept. Name	General Ledger Acct #
	G&F	100-4195-400-431

6.	Type of Purchase
☐	Capital Construction
☐	Capital Construction – Change Order
☐	Capital Equipment
☐	Plant Equipment
☐	Materials, supplies, non-profession/technical services (includes computer/software maint.)
☒	Professional Services
☐	Utilities (includes equipment installation and ongoing contracts)
☐	Land, easements, ROW

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)		
☐	Cooperative Purchasing:	Sec 4-3-90	
☐	Open Market:	Sec. 4-3-40(c)	
☐	Comparative Pricing:	Sec. 4-3-40(d)	
☐	Request for Proposal:	Sec. 4-3-40(e)	(attach bid tab)
☒	Competitive Sealed Bid:	Sec.4-3-40(f)	(attach bid tab & advertisement)
☐	Sole Source:	Sec. 4-3-40(a)	(attach memo)

8.	Authorization Required
☒	City Manager
☒	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	Austin Rickstrew Signer ID: CL51PBWV12...	01/06/2025
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



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\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount

ADDENDUM#1

10/22/2024

10222024 – Landscape and Snow Removal Prebid attendance

[illegible]

Landscape Maintenance/ Snow Removal Services



Request for Bid

October 11, 2024

Parks & Recreation and Maintenance

City of Rifle

202 Railroad Avenue

Rifle, Colorado 86150

2024

Proposal Due Date: November 15, 2024

Mandatory Pre bid meeting: October 22, 2024 1pm

Deadline of Questions: October 29, 2024, 12 pm

1. Request for Bids

The City of Rifle is requesting bids for the 3-year services contract for Landscape Maintenance and Snow Removal for the City of Rifle and DDA Area.

2. Scope of work

The areas that will be maintained are the Parks Department areas, Grounds and Facilities Department areas, and Downtown Planters and parking lots for the DDA. Landscape maintenance duties will include start-up and winterization of related irrigation systems, sprinkler repair and adjustment, weekly turf mowing and trimming, turf and native grass fertilization, mowing of native grass areas, weed control, spring and fall preparation of planter areas, along with regular monitoring and maintenance as needed, and tree care such as seasonal trimming as needed, fertilization, and regular weeding and maintenance of tree wells/tree grates.

*The number of operations will be established. Proposals will include a per each operation quote, which will be multiplied by the number of operations to establish an approximate cost and to provide an even comparison between vendor proposals. (See spreadsheet, provided)

Landscape maintenance areas include downtown planters on East and West 3rd Street, tree planters along East Avenue and West Avenue--2nd Street to 4th Street, tree planters and landscape areas on East and West 4th Street and Railroad Avenue, the Rifle City Hall Landscape and planters, Brenden Theater landscape and perimeter, the Roundabouts, and related median areas in South Rifle, the Rifle Police Department perimeter.

Snow removal will include vehicle plowing and hand/light equipment shoveling, snow melt applications of adjacent sidewalks at three DDA parking lots and the Brenden Theater parking lot and entry plaza.

Specific maintenance areas will be viewed during the mandatory site walk-through and marked aerial images will be provided.

3. Required Documents

Potential bidders must complete and submit with the sealed bid the 2025 Vendor Proposal Landscape and Snow Removal spreadsheet. The spreadsheet can be downloaded from the City's website.

<https://www.rifleco.org/Bids>

4. Questions

Potential bidders may direct questions to Iris Trevisano at itrevisano@rifleco.org Question deadline is Monday October 29, 2024, at 12 pm

5. Delivery of Bid

Bids must be submitted by hand to the Procurement and Grant Reporting manager's office at City Hall by November 15, 2024, at 12 pm. All Bids received should be sealed until the due date and time indicated in the solicitation. It is the sole responsibility of the respondent that the response is submitted and received before the due date and time as specified in this document. The City of Rifle is not responsible for delays in transmittal or delays caused by any other occurrence. Please allow sufficient time to complete the response and deliver the documents.

6. Mandatory Pre-Bid Meeting

Potentials bidders must attend a Mandatory Pre-Bid Walk through with the Director of Parks and Recreation. Bidders will meet in front of City Hall October 22, 2024, at 1pm

7. Evaluation

Bid acceptance and bid evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Code. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. In addition to the evaluation criteria set forth in the invitation to bid, the following criteria may be considered, in addition to price:

- (1) The ability, capacity and skill of the bidder to perform the contract or provide the service or construction required;
- (2) Whether the bidder can perform the contract or provide the service or construction promptly or within the time specified, without delay or interference;
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (4) The quality of performance of previous contracts or services;
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- (6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service or construction;
- (7) The quality, availability and adaptability of the supplies, services or construction to the particular use required; and
- (8) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

(9) The local preferences set forth herein.

8. Local Preference Code

The following local preferences shall be considered in source selection for all City contracts:

Notwithstanding other provisions of this Article, in the awarding of contracts for goods or services, the City Council and Procurement Officer shall provide the following primary and secondary percentage preferences for local goods and services provided by local vendors when quality, delivery time and services are judged by the Procurement Officer to be essentially equal:

Contract>Amount	Primary Preference City of Rifle Goods/Vendors	Secondary Preference Garfield County Goods/Vendors
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	8% discount	4% discount
\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2.5% discount
\$100,000 to \$200,000	4% discount	2% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount

(c) For all competitive bonded bid purchases in excess of one hundred thousand dollars (\$100,000.00), the City shall provide these local preference provisions within the "Instructions to Bidders" documents.

(d)Exception: Local preference shall not apply to contracts required by applicable state or federal laws or regulations to be awarded to the "lowest responsible bidder" or to any contracts that are statutorily or otherwise precluded from the use of local vendor preference. No local preference shall apply where grant funds are used which expressly prohibit the use of such local preference.

(e) The Procurement Officer may establish an administrative process to pre-qualify local vendors.

(Ord. 7 , § 2, 2022)

9. Award and Purchases

The City reserves the right to reject any or all bids, to waive any informalities or technical defects in bids, and unless otherwise specified by the City or by the bidder, to accept any items or group of items in the bid, as may be in the best interest of the City. No verbal explanations, clarifications, additions or instructions will be binding to either the City or the bidders, except those confirmed in writing. A signed purchase order/bid furnished to the successful bidder results in a binding bid without further action by either party.

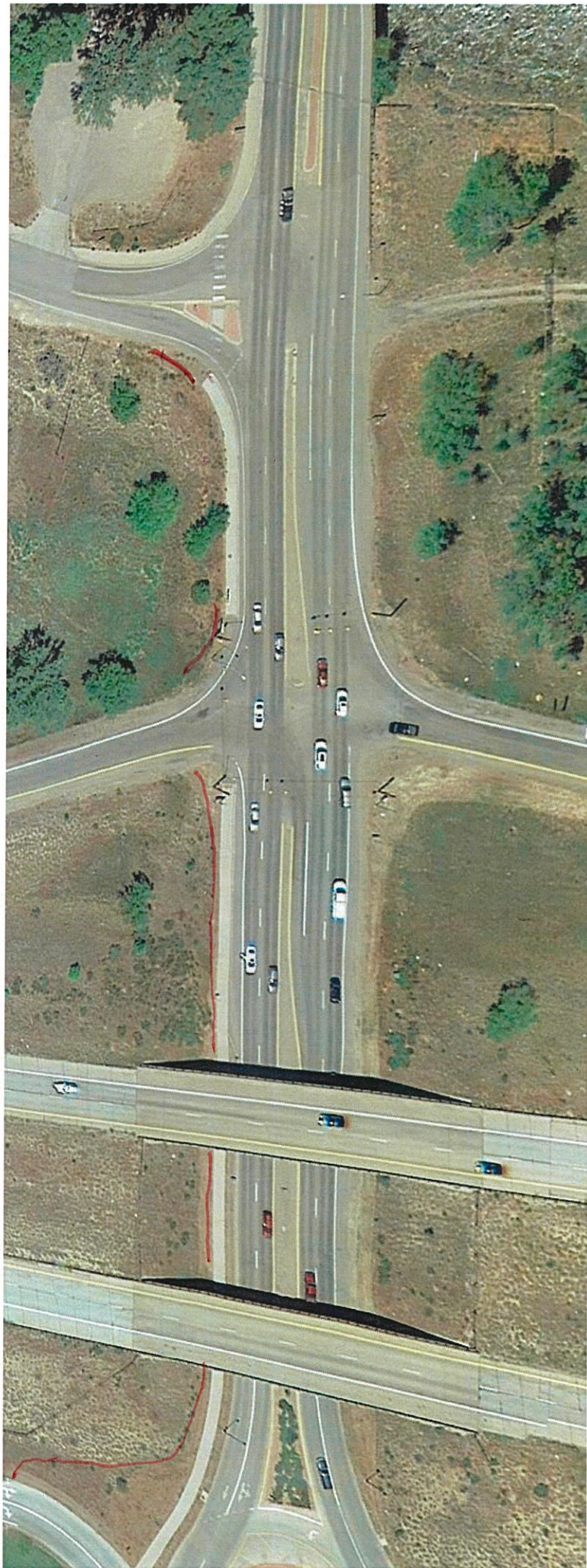


Rifle Un
Presby

Rifle Branch Library

Roundabout area South of I-70





Roundabout area North of I-70





1.

18th street

park Fence / Metro/PD/action park Fence



Rifle Justice Center

Vendor: _____		2025			
Snow Removal:	Multiplier	Brenden Plaza	City Calc	DDA	City Calc
Snow Plowing per push	10	\$ -	\$ -	\$ -	\$ -
Sidewalk/walkway light snow hand shoveling each	18	\$ -	\$ -	\$ -	\$ -
Sanding/snow melt each	18	\$ -	\$ -	\$ -	\$ -
			\$ -		\$ -

Total Snow Removal 2025 Parks Grounds & Facilities

\$ -

Total Snow Removal 2026 Parks Grounds & Facilities

\$ -

Total Snow Removal 2027 Parks Grounds & Facilities

\$ -

Total Snow Removal 2025 DDA

\$ -

Total Snow Removal 2026 DDA

\$ -

Total Snow Removal 2027 DDA

\$ -

Vendor: _____	City of Rifle Multiplier	Vendor Pricing--2025									
Landscape Maintenance:	Reps	Brenden Plaza	City Calc	Civic Plaza	City Calc	Justice Center	City Calc	Roundabouts	City Calc	DDA	City Calc
Edge/string trimming (1x/week. 4/15 to 10/31)	31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tree Pruning	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tree Wrap/Unwrap	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tree Fertilizing	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tree Mulching	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tree Staking--Removal	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Perennial Pruning/weed control	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Weed Control-Beds	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Weed Control Native Grasses	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bed Mulch/Mgmt	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	include with mow/trim/bed maint										
Trash and Litter Removal/in & around planters (Not in Trash Cans)											
Native Grass/wildflower mow	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Disease/Insect	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation start/winterize--1ea	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bed Plant Cleanups--Spring/Fall	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Turf fertilizing/each--Spring/Fall	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Turf Weed Control-herbicide	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Turf Mowing (1x/week. 4/15 to 10/31)	31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Turf Aeration	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sweeping/ parking lot/1x	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DDA Only--Sweep/Power wash sidewalk East and West 3rd and along East & West side of Railroad Ave. from Centennial Parkway to 5th Street	2									\$ -	\$ -
Other, hourly rate											
			\$ -		\$ -		\$ -		\$ -		\$ -

Total 2025 Landscape Maintenance-- Grounds & Facilities	\$ -
---	------

Total 2026 Landscape Maintenance-- Grounds & Facilities	\$ -
---	------

Total 2027 Landscape Maintenance--Grounds & Facilities	\$ -
--	------

Total 2025 Landscape Maintenance DDA	\$ -
--------------------------------------	------

Total 2026 Landscape Maintenance DDA	\$ -
--------------------------------------	------

Total 2027 Landscape Maintenance DDA	\$ -
--------------------------------------	------

[illegible]

2026				2027			
Brenden Plaza	City Calc	DDA	City Calc	Brenden Plaza	City Calc	DDA	City Calc
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -		\$ -		\$ -		\$ -	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -

Vendor: _All Around Property Maintenance	City of Rifle Multiplier	Vendor Pricing--2025									
	Reps	Brenden Plaza	City Calc	Civic Plaza	City Calc	Justice Center	City Calc	Roundabouts	City Calc	DDA	City Calc
Landscape Maintenance:											
Edge/string trimming (1x/week. 4/15 to 10/31)	31	\$ 100.00	\$ 3,100.00	\$ 120.00	\$ 3,720.00	\$ 120.00	\$ 3,720.00	\$ 220.00	\$ 6,820.00	\$ 175.00	\$ 5,425.00
Tree Pruning	1	\$ 1,400.00	\$ 1,400.00	\$ 550.00	\$ 550.00	\$ 540.00	\$ 540.00	\$ 375.00	\$ 375.00	\$ 900.00	\$ 900.00
Tree Wrap/Unwrap	0	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Tree Fertilizing	1	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ -	\$ -	\$ 400.00	\$ 400.00	\$ 225.00	\$ 225.00
Tree Mulching	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tree Staking--Removal	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Perennial Pruning/weed control	2	\$ 810.00	\$ 1,620.00	\$ 450.00	\$ 900.00	\$ 200.00	\$ 400.00	\$ 325.00	\$ 650.00	\$ 270.00	\$ 540.00
Weed Control-Beds	3	\$ 240.00	\$ 720.00	\$ 130.00	\$ 390.00	\$ 200.00	\$ 600.00	\$ 275.00	\$ 825.00	\$ 125.00	\$ 375.00
Weed Control Native Grasses	2	\$ 450.00	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bed Mulch/Mgmt	1	\$ -	\$ -	\$ 850.00	\$ 850.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
Trash and Litter Removal/in & around planters (Not in Trash Cans)	include with mow/trim/bed maint										
Native Grass/wildflower mow	3	\$ -	\$ -	\$ -	\$ -	\$ 150.00	\$ 450.00	\$ -	\$ -	\$ -	\$ -
Disease/Insect	1	\$ 750.00	\$ 750.00	\$ 850.00	\$ 850.00	\$ 450.00	\$ 450.00	\$ 300.00	\$ 300.00	\$ 800.00	\$ 800.00
Irrigation start/winterize--1ea	2	\$ 275.00	\$ 550.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 450.00	\$ 900.00	\$ -	\$ -
Bed Plant Cleanups--Spring/Fall	2	\$ 810.00	\$ 1,620.00	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00	\$ 550.00	\$ 1,100.00
Turf fertilizing/each--Spring/Fall	2	\$ -	\$ -	\$ 150.00	\$ 300.00	\$ 225.00	\$ 450.00	\$ 435.00	\$ 870.00	\$ 1,350.00	\$ 2,700.00
Turf Weed Control-herbicide	2	\$ -	\$ -	\$ 250.00	\$ 500.00	\$ 125.00	\$ 250.00	\$ 350.00	\$ 700.00	\$ -	\$ -
Turf Mowing (1x/week. 4/15 to 10/31)	31	\$ 75.00	\$ 2,325.00	\$ 60.00	\$ 1,860.00	\$ 60.00	\$ 1,860.00	\$ 220.00	\$ 6,820.00	\$ 85.00	\$ 2,635.00
Turf Aeration	1	\$ -	\$ -	\$ 200.00	\$ 200.00	\$ 125.00	\$ 125.00	\$ 250.00	\$ 250.00	\$ -	\$ -
Sweeping/ parking lot/1x	1		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DDA Only--Sweep/Power wash sidewalk East and West 3rd and along East & West side of Railroad Ave. from Centennial Parkway to 5th Street	2									\$ -	\$ -
Other, hourly rate	75										
			\$ 13,735.00		\$ 11,620.00		\$ 10,145.00		\$ 19,910.00		\$ 15,200.00

Total 2025 Landscape Maintenance-- Grounds & Facilites	\$ 55,410.00
Total 2026 Landscape Maintenance-- Grounds & Facilites	\$ 55,410.00
Total 2027 Landscape Maintenance--Grounds & Facilities	\$ 55,410.00
Total 2025 Landscape Maintenance DDA	\$ 15,200.00
Total 2026 Landscape Maintenance DDA	\$ 15,200.00
Total 2027 Landscape Maintenance DDA	\$ 15,200.00

2026									
Brenden Plaza	City Calc	Civic Plaza	City Calc	Justice Center	City Calc	Roundabouts	City Calc	DDA	City Calc
\$ 100.00	\$ 3,100.00	\$ 120.00	\$ 3,720.00	\$ 120.00	\$ 3,720.00	\$ 220.00	\$ 6,820.00	\$ 175.00	\$ 5,425.00
\$ 1,400.00	\$ 1,400.00	\$ 550.00	\$ 550.00	\$ 540.00	\$ 540.00	\$ 375.00	\$ 375.00	\$ 900.00	\$ 900.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 750.00	\$ 750.00	\$ -	\$ -	\$ -	\$ -	\$ 400.00	\$ 400.00	\$ 225.00	\$ 225.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 810.00	\$ 1,620.00	\$ 450.00	\$ 900.00	\$ 200.00	\$ 400.00	\$ 325.00	\$ 650.00	\$ 270.00	\$ 540.00
\$ 240.00	\$ 720.00	\$ 130.00	\$ 390.00	\$ 200.00	\$ 600.00	\$ 275.00	\$ 825.00	\$ 125.00	\$ 375.00
\$ 450.00	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 850.00	\$ 850.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
\$ -	\$ -	\$ -	\$ -	\$ 150.00	\$ 450.00	\$ -	\$ -	\$ -	\$ -
\$ 750.00	\$ 750.00	\$ 850.00	\$ 850.00	\$ 450.00	\$ 450.00	\$ 300.00	\$ 300.00	\$ 800.00	\$ 800.00
\$ 275.00	\$ 550.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 450.00	\$ 900.00	\$ 550.00	\$ 1,100.00
\$ 810.00	\$ 1,620.00	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00	\$ 1,350.00	\$ 2,700.00
\$ -	\$ -	\$ 150.00	\$ 300.00	\$ 225.00	\$ 450.00	\$ 435.00	\$ 870.00	\$ -	\$ -
\$ -	\$ -	\$ 250.00	\$ 500.00	\$ 125.00	\$ 250.00	\$ 350.00	\$ 700.00	\$ -	\$ -
\$ 75.00	\$ 2,325.00	\$ 60.00	\$ 1,860.00	\$ 60.00	\$ 1,860.00	\$ 220.00	\$ 6,820.00	\$ 85.00	\$ 2,635.00
\$ -	\$ -	\$ 200.00	\$ 200.00	\$ 125.00	\$ 125.00	\$ 250.00	\$ 250.00	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -
	\$ 13,735.00		\$ 11,620.00		\$ 10,145.00		\$ 19,910.00		\$ 15,200.00

2027									
Brenden Plaza	City Calc	Civic Plaza	City Calc	Justice Center	City Calc	Roundabouts	City Calc	DDA	City Calc
\$ 100.00	\$ 3,100.00	\$ 120.00	\$ 3,720.00	\$ 120.00	\$ 3,720.00	\$ 220.00	\$ 6,820.00	\$ 175.00	\$ 5,425.00
\$ 1,400.00	\$ 1,400.00	\$ 550.00	\$ 550.00	\$ 540.00	\$ 540.00	\$ 375.00	\$ 375.00	\$ 900.00	\$ 900.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 750.00	\$ 750.00	\$ -	\$ -	\$ -	\$ -	\$ 400.00	\$ 400.00	\$ 225.00	\$ 225.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 810.00	\$ 1,620.00	\$ 450.00	\$ 900.00	\$ 200.00	\$ 400.00	\$ 325.00	\$ 650.00	\$ 270.00	\$ 540.00
\$ 240.00	\$ 720.00	\$ 130.00	\$ 390.00	\$ 200.00	\$ 600.00	\$ 275.00	\$ 825.00	\$ 125.00	\$ 375.00
\$ 450.00	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 850.00	\$ 850.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
\$ -	\$ -	\$ -	\$ -	\$ 150.00	\$ 450.00	\$ -	\$ -	\$ -	\$ -
\$ 750.00	\$ 750.00	\$ 850.00	\$ 850.00	\$ 450.00	\$ 450.00	\$ 300.00	\$ 300.00	\$ 800.00	\$ 800.00
\$ 275.00	\$ 550.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 450.00	\$ 900.00	\$ 550.00	\$ 1,100.00
\$ 810.00	\$ 1,620.00	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00	\$ 1,350.00	\$ 2,700.00
\$ -	\$ -	\$ 150.00	\$ 300.00	\$ 225.00	\$ 450.00	\$ 435.00	\$ 870.00	\$ -	\$ -
\$ -	\$ -	\$ 250.00	\$ 500.00	\$ 125.00	\$ 250.00	\$ 350.00	\$ 700.00	\$ -	\$ -
\$ 75.00	\$ 2,325.00	\$ 60.00	\$ 1,860.00	\$ 60.00	\$ 1,860.00	\$ 220.00	\$ 6,820.00	\$ 85.00	\$ 2,635.00
\$ -	\$ -	\$ 200.00	\$ 200.00	\$ 125.00	\$ 125.00	\$ 250.00	\$ 250.00	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -
	\$ 13,735.00		\$ 11,620.00		\$ 10,145.00		\$ 19,910.00		\$ 15,200.00

Vendor:_All Around Property Maintenance		2025				2026				2027			
Snow Removal:	Multiplier	Brenden Plaza	City Calc	DDA	City Calc	Brenden Plaza	City Calc	DDA	City Calc	Brenden Plaza	City Calc	DDA	City Calc
Snow Plowing per push	10	\$ 350.00	\$ 3,500.00	\$ 225.00	\$ 2,250.00	\$ 350.00	\$ 3,500.00	\$ 225.00	\$ 2,250.00	\$ 350.00	\$ 3,500.00	\$ 225.00	\$ 2,250.00
Sidewalk/walkway light snow hand shoveling each	18	\$ 300.00	\$ 5,400.00	\$ 125.00	\$ 2,250.00	\$ 300.00	\$ 5,400.00	\$ 125.00	\$ 2,250.00	\$ 300.00	\$ 5,400.00	\$ 125.00	\$ 2,250.00
Sanding/snow melt each	18	\$ 175.00	\$ 3,150.00	\$ 85.00	\$ 1,530.00	\$ 175.00	\$ 3,150.00	\$ 85.00	\$ 1,530.00	\$ 175.00	\$ 3,150.00	\$ 85.00	\$ 1,530.00
			\$ 12,050.00		\$ 6,030.00		\$ 12,050.00		\$ 6,030.00		\$ 12,050.00		\$ 6,030.00

Total Snow Removal 2025 Parks Grounds & Facilities

\$ 12,050.00

Total Snow Removal 2026 Parks Grounds & Facilities

\$ 12,050.00

Total Snow Removal 2027 Parks Grounds & Facilities

\$ 12,050.00

Total Snow Removal 2025 DDA

\$ 6,030.00

Total Snow Removal 2026 DDA

\$ 6,030.00

Total Snow Removal 2027 DDA

\$ 6,030.00



Memo

To: Honorable Mayor and Council Members

CC: Patrick Waller, City Manager

Iris Trevisano, Procurement and Grant Manager

From: Austin Rickstrew, Parks and Recreation Director

Date: 12/04/2024

Re: Request to Approve Landscape with Carol Cleaning
Services LLC. for 2025-2027

Honorable Mayor and Council Members,

I am seeking Council approval to award a three-year contract to All Around Property Maintenance for landscape and snow removal services. This proposed contract will cover the years 2025, 2026, and 2027, ensuring consistent, high-quality service for our Grounds & Facilities and DDA areas. Landscape and snow removal are essential to maintaining safe, clean, and visually appealing public spaces.

In accordance with our procurement policy, we issued a Request for Bid (RFB) for these services, which was posted on the City website and in the Rifle Citizen Telegram. A mandatory pre-bid meeting was held, with two vendors in attendance: Daily Services and All Around Property Maintenance. To be considered for award, vendors were required to submit a proposal spreadsheet detailing costs for each area over the three-year contract term.

We received one bid, submitted by All Around Property Maintenance, who is our current contractor. Their proposal was both competitive and within our budget. Additionally, All Around Property Maintenance has an established, positive relationship with both the Facilities and DDA departments.



Turf-Landscape Services			
FY	Area	Yearly Cost	
2025	Grounds & Facilities	\$ 55,410.00	
2026	Grounds & Facilities	\$ 55,410.00	
2027	Grounds & Facilities	\$ 55,410.00	\$ 166,230.00
2025	DDA	\$ 15,200.00	
2026	DDA	\$ 15,200.00	
2027	DDA	\$ 15,200.00	\$ 45,600.00
Total			\$ 211,830.00

Snow Removal Services			
FY	Area	Yearly Cost	
2025	Grounds & Facilities	\$ 12,050.00	
2026	Grounds & Facilities	\$ 12,050.00	
2027	Grounds & Facilities	\$ 12,050.00	\$ 36,150.00
2025	DDA	\$ 6,030.00	
2026	DDA	\$ 6,030.00	
2027	DDA	\$ 6,030.00	\$ 18,090.00
Total			\$ 54,240.00

The total contract for 3 years of service is \$266,070.

Awarding this contract will ensure reliable, high-quality services at a competitive rate, benefiting the City and its residents

Thank you for your consideration





Agenda Item #4.h.

Agenda Item Name:

Consider Approval of Purchase Order for 2025 CIRSA Property & Casualty Insurance

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Staff recommends City Council approve the Purchase Order (PO) for property and casualty insurance for 2025.

Recommended Action:

Motion to approve the Purchase Order for the 2025 property and casualty pool insurance to CIRSA for \$546,327.22.

Fiscal Impact:

The total cost for property and casualty insurance for 2025 is \$546,327.22. Amount has been included in the 2025 budget.

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

The Colorado Intergovernmental Risk Sharing Agency (CIRSA) was formed by Colorado municipalities. More than 285 communities and public entities are members, because of the advantages of working collectively as a community.

CIRSA offers property and casualty insurance for municipalities, comprehensive training and education for both elected officials and boards, as well as for employees. Their resources include a wide range of programs, from training for elected officials and boards to on-the-job safety training.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. 2025 CIRSA Insurance PO



CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name	NEW: W-9 attached ☐
	CIRSA	

2.	Vendor Address
	P.O. Box 910543 Denver, CO 80291

3.	For the Purchase of (description)
	2025 Property/Casualty Insurance Coverage

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$546,327.22	584,729	

5.	Dept. Name	General Ledger Acct #
	Multiple	100-4800-400-520

6.	Type of Purchase
☐	Capital Construction
☐	Capital Construction – Change Order
☐	Capital Equipment
☐	Plant Equipment
☐	Materials, supplies, non-profession/technical services (includes computer/software maint.)
☐	Professional Services
☐	Utilities (includes equipment installation and ongoing contracts)
☐	Land, easements, ROW

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)		
☐	Cooperative Purchasing:	Sec 4-3-50	
☐	Emergency Procurement	Sec. 4-3-235	
☐	Small Purchases	Sec. 4-3-225	
☐	Request for Proposal:	Sec. 4-3-220(b)	(attach bid tab)
☐	Competitive Sealed Bid:	Sec.4-3-215	(attach bid tab & advertisement)
☒	Miscellaneous Exemptions	Sec. 4-2-230	(attach memo)

8.	Authorization Required
☒	City Manager
☒	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

Charge Description	PY Itemized Amount		Est. 2025 Amount		
Law Enforcement Liability	\$	145,950	\$	163,464	
Water Line/Sewer Issue	\$	3,034	\$	3,398	
Public Official E&O	\$	64,548	\$	72,294	
Auto Physical Damage	\$	27,931	\$	31,283	
All Risk Property	\$	230,431	\$	258,083	
Auto Liability	\$	20,535	\$	23,000	
General Liability	\$	29,649	\$	33,207	
TOTAL	\$	522,079	\$	584,729	
Fund/Dept Number	Fund/Dept Name	GL	Account Title	Budgeted Amount	Actual Amount
100-4210	Police	100-4210-400-520	Insurance	\$ 163,464	\$ 174,729.81
310-4331	Water Fund Operational Expense	310-4331-400-520	Insurance	\$ 1,699	\$ 1,517.00
320-4325	Waste Water Operational Expense	320-4325-400-520	Insurance	\$ 1,699	\$ 1,517.00
100-4111	Mayor and City Council	100-4111-400-520	Insurance	\$ 72,294	\$ 73,131.39
610-4196	Fleet Fund Operational Expense	610-4196-400-520	Insurance	\$ 31,283	\$ 40,635.32
610-4196	Fleet Fund Operational Expense	610-4196-400-520	Insurance	\$ 23,000	\$ 19,598.42
100-4800	Non-Departmental	100-4800-400-520	Insurance	\$ 133,318.02	\$ 107,646.00
207-4650	Tourism and Industry Fund Operational Expense	207-4650-400-520	Insurance	\$ 6,737.09	\$ 5,440.00
210-4800	Parks and Rec - NonDepartmental	210-4800-400-520	Insurance	\$ 37,277.91	\$ 30,100.00
310-4331	Water Fund Operational Expense	310-4331-400-520	Insurance	\$ 55,894.95	\$ 45,132.00
320-4325	Waste Water Operational Expense	320-4325-400-520	Insurance	\$ 50,276.05	\$ 40,595.00
330-4320	Sanitation Fund Operational Expense	330-4320-400-520	Insurance	\$ 7,785.69	\$ 6,285.28
TOTAL				\$ 584,729	\$ 546,327.22



ANNUAL INVOICE

City Of Rifle
Attn: Alexis Ramirez
P.O. Box 1908
Rifle CO 81650

Date: January 01, 2025

Invoice #: 250092

Member ID: 12625

DESCRIPTION	COVERAGE DATES	AMOUNT DUE
Property/Casualty Coverage:	01/01/2025-01/01/2026	
Auto Liability		\$19,598.42
Auto Physical Damage		\$40,635.32
General Liability (including separately rated exposures)		\$36,337.33
Law Enforcement Liability		\$174,729.81
Public Officials Errors & Omissions Liability		\$73,131.39
Water Line Ruptures / Sewer Back-up		\$3,034.00
All Risk Property		\$198,860.95
Total Property/Casualty Coverage:		\$546,327.22
	TOTAL	\$546,327.22

This invoice constitutes your Property/Casualty Pool billing for 2025. Based on your selection when you accepted your quote, you opted to pay your contribution premium in full. Payments received in our office after February 15, 2025 will be charged interest at the current Prime Rate.

Delinquencies are subject to CIRSA Bylaws, Article VIII (1) (a) and Article XV.

PAYMENT OPTIONS:

Pay On-Line Website Address:

<https://www.cirsa.org/billpay>

Pay On-Line by EFT:

Bank Name: Wells Fargo Bank N.A.
Account Name: CIRSA
Routing Number: 102000076
Account Number: 1018076908

Pay by Check Mailing Address:

CIRSA
P.O. Box 910543
Denver, CO 80291-0543



Agenda Item #4.i.

Agenda Item Name:

Consider Designating a Public Posting Place - Resolution No. 1, Series of 2025

Presenter:

Alexis Ramirez, City Clerk

Item Description:

Designates the place where notices of public meetings shall be posted.

Recommended Action:

Move to approve Resolution No. 1, Series of 2025 designating a Place for the Posting of Public Meetings

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/a

Background Information:

N/A

Executive Summary:

The City of Rifle is subject to the Colorado Open Meetings Law which requires the City to post notices of any public meetings in a public place. City Council annually designates the place where notices of public meetings shall be posted. Resolution No. 1, Series of 2025 designates the official location for the posting of public meeting notices for the City Council for 2025 shall be on its website at: <https://www.rifleco.org/>.

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. Resolution No. 1-Designating Posting Place

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 1
SERIES OF 2025**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, DESIGNATING A PLACE FOR THE POSTING OF PUBLIC
MEETING NOTICES.

WHEREAS, the City of Rifle is subject to the Colorado Open Meetings Law which requires that full and timely notice be given to the public of any meeting at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs, or at which a majority or quorum of the body is in attendance, or is expected to be in attendance; and

WHEREAS, pursuant to § C.R.S. 24-6-402(2)(c), a local public body shall be deemed to have given full and timely notice of a public meeting if the local public body posts the notice, with specific agenda information if available, no less than twenty-four hours prior to the holding of the meeting on a public website of the local public body.

WHEREAS, the City Council annually designates the place where notices of public meetings shall be posted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIFLE THAT:

1. The above recitals are hereby incorporated as findings by the City of Rifle.
2. The posting place for notices of any public meetings for the City of Rifle shall be on its website at: <https://www.rifleco.org/>. The City Clerk shall provide the address of the website to the Department of Local Affairs for inclusion in the inventory maintained pursuant to C.R.S. §24-32-116.
3. The City of Rifle shall, to the extent feasible, make the notices searchable by type of meeting, date of meeting, time of meeting, agenda contents, and any other category deemed appropriate by it and shall consider linking the notices to any appropriate social media accounts of the City of Rifle.
4. The City of Rifle hereby designates the bulletin board located in the foyer at the east entrance to City Hall at 202 Railroad Avenue, Rifle Colorado 81650 as the public place within its boundaries at which it may post a notice no less than twenty-four hours prior to a meeting if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 15th day of January 2025.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #4.j.

Agenda Item Name:

Consider Yearly Aluminum Sulfate Purchase for Water Plant

Presenter:

Jared Emmert, Utilities Director

Item Description:

Consider approval of the annual purchase of aluminum sulfate for the water treatment plant.

Recommended Action:

Move to approve the water plant aluminum sulfate purchase request in the amount of \$72,000.

Fiscal Impact:

The cost of aluminum sulfate is included in the 2025 Water budget for chemicals.

Operational Impact:

Aluminum sulfate is used as a coagulant in the water treatment process.

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Due to increasing chemical costs over the past years, purchasing aluminum sulfate coagulant for the water treatment plant now requires a PO every time it is ordered. Instead of several small PO's, it is a more efficient use of time to make one large PO every year. Aluminum sulfate is accounted for in the yearly Water Fund chemical budget, per usual. Pricing does not vary much between distributors, so we are selecting the Thatcher Company to be our supplier of aluminum sulfate for 2025 due to their reliability.

Notification Requirements:

N/A

Prepared By:

Jared Emmert, Utilities Director

Attachments:

1. Alum sole source memo
2. Alum purchase request 2025



City of Rifle, Colorado
Utility Department

To: Patrick Waller, City Manager
From: Jared Emmert, Utilities Director
Date: 1/2/2025
Re: Yearly Aluminum Sulfate for Water Treatment Plant

Due to increasing chemical costs over the past years, purchasing aluminum sulfate coagulant for the water treatment plant now requires a PO every time it is ordered. Instead of several small PO's, it is a more efficient use of time to make one large PO every year. Aluminum sulfate is accounted for in the yearly Water Fund chemical budget, per usual.

The Thatcher Company is currently the water treatment facility's supplier of bulk aluminum sulfate. There were only two bulk suppliers of aluminum sulfate at the truckload level in the western United States: Thatcher, and Brenntag. Formerly, Hydrite Chemical was a third option, but they were acquired by the Thatcher Company in 2023. We compare companies every year. After delivery reliability issues with Brenntag in 2024, we are selecting the Thatcher Company to be our supplier of aluminum sulfate for 2025. I am requesting a sole-source purchase of \$72,000 for our yearly supply of aluminum sulfate.

This sole source purchase falls under RMC Section 4-2-230(a)(4) - Although there exists more than one (1) responsible source, a competitive process cannot reasonably be used or, if used, will result in a substantially higher cost to the City, will otherwise injure the City's financial interests or will substantially impede the City's administrative functions or the delivery of services to the public or to provide uniform and economical repair and maintenance.

Please let me know if you have any questions or concerns about this purchase.

Thank you,

Jared Emmert

Jared Emmert, Utilities Director



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Thatcher Company	

2.	Vendor Address
	PO Box 27407, Salt Lake City, UT 84127

3.	For the Purchase of (description)
	Aluminum sulfate

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$72,000	\$190,000	

5.	Dept. Name	General Ledger Acct #
	UTIL-WATER	310.4331.400.332

6.	Type of Purchase
	☐ Capital Construction
	☐ Capital Construction – Change Order
	☐ Capital Equipment
	☐ Plant Equipment
	☒ Materials, supplies, non-profession/technical services (includes computer/software maint.)
	☐ Professional Services
	☐ Utilities (includes equipment installation and ongoing contracts)
	☐ Land, easements, ROW

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)		
	☐ Cooperative Purchasing:	Sec 4-3-90	
	☐ Open Market:	Sec. 4-3-40(c)	
	☐ Comparative Pricing:	Sec. 4-3-40(d)	
	☐ Request for Proposal:	Sec. 4-3-40(e)	(attach bid tab)
	☐ Competitive Sealed Bid:	Sec.4-3-40(f)	(attach bid tab & advertisement)
	☒ Sole Source:	Sec. 4-3-40(a)	(attach memo)

8.	Authorization Required	
	☒	City Manager
	☒	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>Jared Emmert</i>	12/30/2024
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

<u>Amount of Purchase</u>	<u>Is Purchase Order Needed</u>	<u>Method of Source Selection</u>
\$0.01 - \$10,000	No – Dept Head Approval	No special sourcing
\$10,000.01 - \$25,000	Yes – City Manager Approval	Yes – see table 2 below
\$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

<u>Methods of source selection</u>	<u>Contract limits</u>
Competitive sealed bidding	Greater than \$50,000.00
Competitive sealed proposals	Greater than \$10,000.00 and less than \$50,000.00.
**Greater than \$50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.	
Small purchases	Less than \$10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	8% discount	4% discount
\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount



Agenda Item #4.k.

Agenda Item Name:

Consider Yearly Sodium Chlorite Purchase for Water Plant

Presenter:

Jared Emmert, Utilities Director

Item Description:

Consider approval of the annual water treatment plant sodium chlorite purchase.

Recommended Action:

Move to approve the water plant sodium chlorite purchase request in the amount of \$40,000.

Fiscal Impact:

The cost of sodium chlorite is included in the 2025 Water budget for chemicals.

Operational Impact:

Sodium chlorite is used as a reagent in the water plant's chlorine dioxide generator.

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

The water treatment plant uses Akta-Chlor (sodium chlorite solution) as a reagent in the plant's onsite chlorine dioxide generator. Akta-Chlor is accounted for in this year's Water Fund chemical budget. Evoqua Water Technologies manufactures, services, and supplies the reagents for the chlorine dioxide generator, therefore, the purchase of Akta-Chlor will be sole-source procurement. Akta-Chlor is Evoqua's formulation of sodium chlorite solution, and they recommend the Akta-Chlor product for use in their chlorine dioxide generator.

Notification Requirements:

N/A

Prepared By:

Jared Emmert, Utilities Director

Attachments:

1. Sodium chlorite sole source memo
2. Sodium Chlorite purchase request 2025



City of Rifle, Colorado
Utility Department

To: Patrick Waller, City Manager
From: Jared Emmert, Utilities Director
Date: 1/2/2025
Re: Yearly Sodium Chlorite for Water Treatment Plant

The water treatment plant uses Akta-Chlor (sodium chlorite solution) as a reagent in the plant's onsite chlorine dioxide generator. Akta-Chlor is accounted for in this year's Water Fund chemical budget.

Evoqua Water Technologies manufactures, services, and supplies the reagents for the chlorine dioxide generator, therefore, the purchase of Akta-Chlor will be sole-source procurement. Akta-Chlor is Evoqua's formulation of sodium chlorite solution, and they recommend the Akta-Chlor product for use in their chlorine dioxide generator.

The delivered price is \$1.02 per pound, with a minimum shipment of 20,200 pounds (\$20,604). Our normal order is usually near the minimum. I am requesting a purchase order for \$40,000 for our yearly supply of Akta-Chlor.

This sole source purchase falls under RMC Section 4-2-230(a)(4) - Although there exists more than one (1) responsible source, a competitive process cannot reasonably be used or, if used, will result in a substantially higher cost to the City, will otherwise injure the City's financial interests or will substantially impede the City's administrative functions or the delivery of services to the public or to provide uniform and economical repair and maintenance.

Please let me know if you have any questions or concerns about this purchase.

Thank you,

Jared Emmert

Jared Emmert, Utilities Director



CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name	NEW: W-9 attached ☐
	Evoqua Water Technologies	

2.	Vendor Address
	28563 Network Pl, Chicago, IL 60673

3.	For the Purchase of (description)
	Sodium Chlorite

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$40,000	\$190,000	

5.	Dept. Name	General Ledger Acct #
	UTIL-WATER	310.4331.400.332

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☐	Capital Construction
☐	Capital Construction – Change Order
☐	Capital Equipment
☐	Plant Equipment
☒	Materials, supplies, non-profession/technical services (includes computer/software maint.)
☐	Professional Services
☐	Utilities (includes equipment installation and ongoing contracts)
☐	Land, easements, ROW

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☒	City Council

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	Position	Signature	Date
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	City Council Approval (meeting date)		
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\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount



February 12, 2024

Jesse Flowers
CPO – City of Rifle
202 Railroad Ave
Rifle, CO 81650
Phone: (970) 456-3364
Email: jflowers@rifleco.org

**RE: 2024-2025 AKTA KLOR 25 SUPPLY
CITY OF RIFLE, CO
Evoqua Quote No. Q240123SB03**

Dear Mr. Flowers:

Evoqua Water Technologies thanks you for your continued support of the AKTA KLOR 25 supply.

The price for AKTA KLOR 25 delivered in minimum 2,000-gallon loads (estimated 20,200 lbs.) shipments will be \$1.02 per pound. This pricing will take effect on May 1, 2024 and remain firm through April 30, 2025. Any applicable taxes due are not included.

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs> . Ask us how to avoid paying fees by migrating to ACH CTX payment type.

The attached Evoqua Water Technologies Terms and Conditions are considered part of this proposal and shall prevail.

Thanks again for your business and the opportunity to allow Evoqua Water Technologies to assist you in supplying a chlorine dioxide chemical and service program. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (303) 349-0520 or via email at Michael.Trefry@xylem.com.

Sincerely,

Evoqua Water Technologies LLC

Michael Trefry

Michael E. Trefry
Technical Sales Representative

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "**Force Majeure Event**" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARS) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



Agenda Item #4.l.

Agenda Item Name:

Consider Yearly Citric Acid Purchase for Water Plant

Presenter:

Jared Emmert, Utilities Director

Item Description:

Consider approval of the annual water treatment plant citric acid purchase.

Recommended Action:

Move to approve the water plant citric acid purchase request in the amount of \$30,000.

Fiscal Impact:

The cost of citric acid is included in the 2025 Water budget for chemicals.

Operational Impact:

Citric acid is used in the maintenance of the water treatment plant's membrane filters.

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Due to increasing chemical costs over the past two years, purchasing citric acid for the water treatment plant now requires a PO every time it is ordered. Citric acid is accounted for in the yearly Water Fund chemical budget, per usual. The Thatcher Company is currently the water treatment facility's distributor of bulk citric acid. Pricing does not vary much between distributors, so we are selecting the Thatcher Company to be our supplier of citric acid for 2025 due to their reliability.

Notification Requirements:

N/A

Prepared By:

Jared Emmert, Utilities Director

Attachments:

1. Citric sole source memo
2. Citric purchase request 2025



City of Rifle, Colorado
Utility Department

To: Patrick Waller, City Manager
From: Jared Emmert, Utilities Director
Date: 1/2/2025
Re: Yearly Citric Acid for Water Treatment Plant

Due to increasing chemical costs over the past two years, purchasing citric acid for the water treatment plant now requires a PO every time it is ordered. Citric acid is only ordered approximately every two years. Citric acid is accounted for in the yearly Water Fund chemical budget, per usual.

The Thatcher Company is currently the water treatment facility's distributor of bulk citric acid. There is only one citric acid supplier in the western United States, which is PVS Chemicals. Every distributor, including the Thatcher Company, sources their citric acid from PVS, so prices do not vary much between distributors. Thatcher has been shown to be the more reliable distributor for our area. I am requesting a sole-source purchase of \$30,000 for this year's supply of citric acid.

This sole source purchase falls under RMC Section 4-2-230(a)(4) - Although there exists more than one (1) responsible source, a competitive process cannot reasonably be used or, if used, will result in a substantially higher cost to the City, will otherwise injure the City's financial interests or will substantially impede the City's administrative functions or the delivery of services to the public or to provide uniform and economical repair and maintenance.

Please let me know if you have any questions or concerns about this purchase.

Thank you,

Jared Emmert

Jared Emmert, Utilities Director



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
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2.	Vendor Address
	PO Box 27407, Salt Lake City, UT 84127

3.	For the Purchase of (description)
	Citric Acid

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
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5.	Dept. Name	General Ledger Acct #
	UTIL-WATER	310.4331.400.332

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	City Manager		
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\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount



Agenda Item #4.m.

Agenda Item Name:

Consider Yearly Sodium Hypochlorite Purchase for Water Plant

Presenter:

Jared Emmert, Utilities Director

Item Description:

Consider approval of the annual water treatment plant sodium hypochlorite purchase.

Recommended Action:

Move to approve water plant sodium hypochlorite purchase request in the amount of \$80,000.

Fiscal Impact:

The cost of sodium hypochlorite is included in the 2025 Water budget for chemicals.

Operational Impact:

Sodium hypochlorite is used as the final disinfectant in the water treatment process.

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Due to increasing chemical costs over the past two years, purchasing sodium hypochlorite disinfectant for the water treatment plant now requires a PO every time it is ordered. Instead of several small PO's, it is a more efficient use of time to make one large PO every year. Sodium hypochlorite is accounted for in the yearly Water Fund chemical budget, per usual. Pricing does not vary much between distributors, so we are selecting the Thatcher Company to be our supplier of sodium hypochlorite for 2025 due to their reliability.

Notification Requirements:

N/A

Prepared By:

Jared Emmert, Utilities Director

Attachments:

1. Hypochlorite sole source memo
2. Hypochlorite purchase request 2025



City of Rifle, Colorado
Utility Department

To: Patrick Waller, City Manager
From: Jared Emmert, Utilities Director
Date: 1/2/2025
Re: Yearly Sodium Hypochlorite for Water Treatment Plant

Due to increasing chemical costs over the past two years, purchasing sodium hypochlorite disinfectant for the water treatment plant now requires a PO every time it is ordered. Instead of several small PO's, it is a more efficient use of time to make one large PO every year. Sodium hypochlorite is accounted for in the yearly Water Fund chemical budget, per usual.

There are only three bulk suppliers of sodium hypochlorite at the truckload level in the western United States: Thatcher, Brenntag, and Univar. We compare each company on a yearly basis. Brenntag currently has the lowest delivered price of the three distributors. However, due to reliability issues in 2024, it was decided to use the Thatcher Company for our hypochlorite going forward in 2025. I am requesting a sole-source purchase of \$80,000 for our yearly supply of sodium hypochlorite.

This sole source purchase falls under RMC Section 4-2-230(a)(4) - Although there exists more than one (1) responsible source, a competitive process cannot reasonably be used or, if used, will result in a substantially higher cost to the City, will otherwise injure the City's financial interests or will substantially impede the City's administrative functions or the delivery of services to the public or to provide uniform and economical repair and maintenance.

Please let me know if you have any questions or concerns about this purchase.

Thank you,

Jared Emmert

Jared Emmert, Utilities Director



CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name NEW: W-9 attached ☐
	Thatcher Company

2.	Vendor Address
	PO Box 27407, Salt Lake City, UT 84127

3.	For the Purchase of (description)
	Sodium hypochlorite

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$80,000	\$190,000	

5.	Dept. Name	General Ledger Acct #
	UTIL-WATER	310.4331.400.332

6.	Type of Purchase
☐	Capital Construction
☐	Capital Construction – Change Order
☐	Capital Equipment
☐	Plant Equipment
☒	Materials, supplies, non-profession/technical services (includes computer/software maint.)
☐	Professional Services
☐	Utilities (includes equipment installation and ongoing contracts)
☐	Land, easements, ROW

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)	
☐	Cooperative Purchasing:	Sec 4-3-90
☐	Open Market:	Sec. 4-3-40(c)
☐	Comparative Pricing:	Sec. 4-3-40(d)
☐	Request for Proposal:	Sec. 4-3-40(e) (attach bid tab)
☐	Competitive Sealed Bid:	Sec.4-3-40(f) (attach bid tab & advertisement)
☒	Sole Source:	Sec. 4-3-40(a) (attach memo)

8.	Authorization Required
☒	City Manager
☒	City Council

9.	Signatures												
	<table border="1"><tr><th>Position</th><th>Signature</th><th>Date</th></tr><tr><td>Department Director</td><td>Jared Emmert</td><td>12/30/2024</td></tr><tr><td>City Manager</td><td></td><td></td></tr><tr><td>City Council Approval (meeting date)</td><td></td><td></td></tr></table>	Position	Signature	Date	Department Director	Jared Emmert	12/30/2024	City Manager			City Council Approval (meeting date)		
Position	Signature	Date											
Department Director	Jared Emmert	12/30/2024											
City Manager													
City Council Approval (meeting date)													
10.	Purchase Order # assigned by Finance												



TABLE 1 - IS A PURCHASE ORDER NECESSARY

<u>Amount of Purchase</u>	<u>Is Purchase Order Needed</u>	<u>Method of Source Selection</u>
\$0.01 - \$10,000	No – Dept Head Approval	No special sourcing
\$10,000.01 - \$25,000	Yes – City Manager Approval	Yes – see table 2 below
\$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

<u>Methods of source selection</u>	<u>Contract limits</u>
Competitive sealed bidding	Greater than \$50,000.00
Competitive sealed proposals	Greater than \$10,000.00 and less than \$50,000.00.
**Greater than \$50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.	
Small purchases	Less than \$10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	8% discount	4% discount
\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount



Agenda Item #4.n.

Agenda Item Name:

Consider Yearly Polymer Purchase for Wastewater Plant

Presenter:

Jared Emmert, Utilities Director

Item Description:

Consider approval of the annual wastewater treatment plant polymer purchase.

Recommended Action:

Move to approve the wastewater treatment plant polymer purchase request in the amount of \$140,000.

Fiscal Impact:

Polymer coagulant is included in the 2025 Wastewater budget for chemicals.

Operational Impact:

Polymer is used as a coagulant in the solids dewatering process at the wastewater plant.

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Due to increasing chemical costs over the past two years, purchasing polymer coagulant for the screw press now requires a PO every time it is ordered. Instead of a dozen small PO's, it is a more efficient use of time to make one large PO every year. Polymer is accounted for in the yearly Wastewater Fund chemical budget, per usual. The polymer being used is Zetag 8868FS, which is the most effective polymer for the wastewater treatment plant's new screw press. Multiple polymer models from different companies were jar tested, and Zetag 8868FS was selected for its sludge dewatering performance. Zetag 8868FS is produced by the Solenis Company and sold by Kubwater Resources Inc.

Notification Requirements:

N/A

Prepared By:

Jared Emmert, Utilities Director

Attachments:

1. Polymer sole source memo
2. Kubwater polymer request 2025



City of Rifle, Colorado
Utility Department

To: Patrick Waller, City Manager
From: Jared Emmert, Utilities Director
Date: 1/2/2025
Re: Yearly Polymer for Wastewater Treatment Plant

Due to increasing chemical costs over the past two years, purchasing polymer coagulant for the screw press now requires a PO every time it is ordered. Instead of a dozen small PO's, it is a more efficient use of time to make one large PO every year. Polymer is accounted for in the yearly Wastewater Fund chemical budget, per usual.

The polymer being used is Zetag 8868FS, which is the most effective polymer for the wastewater treatment plant's new screw press. Multiple polymer models from different companies were jar tested, and Zetag 8868FS was selected for its sludge dewatering performance. Zetag 8868FS is produced by the Solenis Company and sold by Kubwater Resources Inc., the regional representative for Solenis products. I am requesting a sole-source purchase of \$140,000 for our yearly supply of polymer.

This sole source purchase falls under RMC Section 4-2-230(a)(4) - Although there exists more than one (1) responsible source, a competitive process cannot reasonably be used or, if used, will result in a substantially higher cost to the City, will otherwise injure the City's financial interests or will substantially impede the City's administrative functions or the delivery of services to the public or to provide uniform and economical repair and maintenance.

Please let me know if you have any questions or concerns about this purchase.

Thank you,

Jared Emmert

Jared Emmert, Utilities Director



CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name	NEW: W-9 attached ☐
	Kubwater Resources, Inc	

2.	Vendor Address
	PO Box 23334, Tigard, OR 97281

3.	For the Purchase of (description)
	Polymer coagulant

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$140,000	\$150,000	

5.	Dept. Name	General Ledger Acct #
	UTIL - WASTEWATER	320.4325.400.332

6.	Type of Purchase
☐	Capital Construction
☐	Capital Construction – Change Order
☐	Capital Equipment
☐	Plant Equipment
☒	Materials, supplies, non-profession/technical services (includes computer/software maint.)
☐	Professional Services
☐	Utilities (includes equipment installation and ongoing contracts)
☐	Land, easements, ROW

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)	
☐	Cooperative Purchasing:	Sec 4-3-90
☐	Open Market:	Sec. 4-3-40(c)
☐	Comparative Pricing:	Sec. 4-3-40(d)
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8.	Authorization Required
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☒	City Council

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TABLE 3 - LOCAL VENDOR PREFERENCE

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\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount



Agenda Item #4.o.

Agenda Item Name:

Consider Approval of Purchase Request for Portable Restroom Services

Presenter:

Austin Rickstrew, Parks & Recreation Director

Item Description:

Consider Approval of Purchase Request for Portable Restroom Services

Recommended Action:

Move to approve the purchase request for portable restroom services from Redi Services, LLC. in the amount of \$27,824.16 for 2025.

Fiscal Impact:

\$44,000.00 was budgeted for portable toilet service in 2025.

Operational Impact:

We provide public portable restroom services at eight park locations within the city limits and ten areas within Rifle Mountain Park.

Prior Board Motions:

The agreement was approved at the February 1, 2023, regular City Council Meeting.

Background Information:

Redi Services has provided portable restroom services for the Parks and Recreation Department for the past five years.

Executive Summary:

Parks and Recreation staff solicited bids for portable restroom service in Rifle City Parks and Rifle Mountain Park for 2023, 2024, and 2025. The public notice was advertised in the Post Independent on 12/09/2022, 12/13/2022, and 12/23/2022. During the summer months, the restrooms are serviced twice weekly due to the high volume of individuals using our park systems. Purchasing these services cuts down on maintenance costs related to the physical building we would have to maintain and cuts down on city staff time cleaning and servicing each bathroom. We asked that the bid prices for City Parks and Rifle Mountain Park be separate due to the distance from town to RMP. When staff was preparing for the 2023 budget process, we contacted some portable restroom service companies to determine if there would be a cost increase. Redi Services responded and notified us there could be a 15 percent fee increase. Based on the RFP response from Redi Services, we only saw a 9.5% fee increase. It is \$5.60 more for parks within the city limits and \$6.16 for portable restrooms at Rifle Mountain Park. Redi Services held the same pricing for the entire duration of the three-year agreement.

Redi Service was the only company to request bid information and submit a formal bid. Staff recommends approving \$27,824.16 for portable restroom services from Redi Services in 2025. City staff will rebid this agreement at the end of 2025.

Notification Requirements:

N/A

Prepared By:

Austin Rickstrew, Parks & Recreation Director

Attachments:

1. RFP- Redi Services (1)
2. Portable Service Bid Notes 2023-2024 (2)
3. Portable Restroom Services PO Request



1/6/2023

Statement of Qualification

Austin,

Redi Services would like to thank you and the City of Rifle for the opportunity to participate in the bidding process once again. Redi Services is excited about the opportunity to continue to work with you and your team and are hopeful that you will again choose Redi Services as your portable toilet provider. Redi Services is a quality driven company dedicated to serving its customers in a safe, regulatory compliant, and efficient manner. We believe in doing the right thing for the right reasons every time and we hope that has been reflected in our services to the City of Rifle over the last several years.

Our Team

All our employees in the Rifle office live in Garfield County, and Many have been working here since we opened the doors in 2007. We are a small team, and when you call our office, you get a person that knows who you are and how to help you. Shelia Radel is our Area Manager and has worked here at Redi for almost 15 years. She has lived in the Rifle and Parachute area her entire life and deeply cares about the community and the people in it. Our Administrative Manager Ashley Radel grew up here as well. When you reach out to our Rifle office you will be speaking with one of these two people. Our service technicians are some of the best in the industry. Jose and Miguel have been servicing your account for years and understand all of your needs.

Areas We Service

Redi started providing Waste Management Services in 2006 out of Meeker Colorado. We are the leading provider of portable toilet services on the Western Slope and serve all the communities in the area. East to West we service Vail to Grand Junction, and North to South we service Rangely to Aspen.

Special Events

We can handle almost any special event and have provided services to many kinds of events over the years. We have provided services to the Garfield County Fair, The Meeker Sheep Dog Trials, Gypsum Days, Carbondale Mountain Fair, Run Ragnar, Aspen Wine Festival, Strawberry Days, Grand Junction JUCO Tournament, and many others. So, we are confident when you have additional needs, we have you covered.



1/6/2023

Statement of Qualification

Similar Accounts

- Roaring Fork Transportation Authority 2019-Current
- City of Aspen – 2019- Current
- Grand Junction Parks & Recreations – 2019- Current

Other Customers We Serve

- Caerus
- Terra Energy
- Williams
- Enterprise Products
- American Soda (Solvay)
- City of Rifle Water Dept
- City of Grand Junction Parks & Recreation
- Rio Blanco County
- City of Aspen
- City of Glenwood Springs
- Garfield County Landfill

We look forward to hearing back from you and hope to continue to serve you.

Respectfully,

Craig Abernathy – Regional Director

Redi Services, LLC

2143 Airport Road
 Rifle, CO 81650
 (970) 625-0233

Quote #
 22W066

Quote**City and RMP Portable Toilets 2023-2025**

PROPOSAL SUBMITTED TO City of Rifle Parks Dept	CONTACT Austin Rickstrew	PHONE 970-665-6578	DATE Jan 06, 2023
ADDRESS 202 Railroad Avenue Rifle, CO 81650	JOB NAME Portable Toilet Service 2023-2025		

We are pleased to submit the following quote for services

Rifle City Parks

	2023	2024	2025	3 Year Total
Totals	\$ 14,758.80	\$ 14,758.80	\$ 14,758.80	\$ 44,276.40
Unit Price Per Mo 1x Per Week SVC	\$ 58.80	\$ 58.80	\$ 58.80	28 Day Proration
Unit Price Per MO 2x Per Week SVC	\$ 117.60	\$ 117.60	\$ 117.60	28 Day Proration
Unit Price Per Service	\$ 14.70	\$ 14.70	\$ 14.70	
Unit Price 2nd Service	\$ 14.70	\$ 14.70	\$ 14.70	
Tip Over Charge - In Route	\$ 14.70	\$ 14.70	\$ 14.70	
Tip Over Charge - Out of Route	\$ 24.70	\$ 24.70	\$ 24.70	
Special Event Delivery - In Route	\$ 14.70	\$ 14.70	\$ 14.70	
Special Event Delivery - Out of Route	\$ 24.70	\$ 24.70	\$ 24.70	
Special Event Pickup- In Route	\$ 14.70	\$ 14.70	\$ 14.70	
Special Event Pickup- Out of Route	\$ 24.70	\$ 24.70	\$ 24.70	

Rifle Mountain Parks

	2023	2024	2025	3 Year Total
Totals	\$ 13,065.36	\$ 13,065.36	\$ 13,065.36	\$ 39,196.08
Unit Price Per Mo 1x Per Week SVC	\$ 64.68	\$ 64.68	\$ 64.68	28 Day Proration
Unit Price Per MO 2x Per Week SVC	\$ 129.36	\$ 129.36	\$ 129.36	28 Day Proration
Unit Price Per Service	\$ 16.17	\$ 16.17	\$ 16.17	
Unit Price 2nd Service	\$ 16.17	\$ 16.17	\$ 16.17	
Tip Over Charge - In Route	\$ 16.17	\$ 16.17	\$ 16.17	
Tip Over Charge - Out of Route	\$ 26.17	\$ 26.17	\$ 26.17	
Special Event Delivery - In Route	\$ 16.17	\$ 16.17	\$ 16.17	
Special Event Delivery - Out of Route	\$ 26.17	\$ 26.17	\$ 26.17	
Special Event Pickup- In Route	\$ 16.17	\$ 16.17	\$ 16.17	
Special Event Pickup- Out of Route	\$ 26.17	\$ 26.17	\$ 26.17	

All Parks

	2023	2024	2025	3 Year Total
Totals	\$ 27,824.16	\$ 27,824.16	\$ 27,824.16	\$ 83,472.48

Payment Terms Net 30

Payment terms are 30 days from date of invoice. Interest of 1.5% per month will be charged for any outstanding customer balance exceeding 30 days. Cost for any attorney fees or other collection costs will be paid for by the customer in the event such costs are incurred by Redi Services, LLC to collect outstanding obligations. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, flood, and other necessary insurances.

Authorized
Signature

Shelia Radel

Note: This proposal may be withdrawn by us if not accepted within:

30 days.

Acceptance of Proposal

The above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date: _____

Rifle City Parks												
	Deerfield Park	Joyce Park	Metro Park	Heinze Park	Davidson Park	Centennial Park	Boat Ramp	RC Park	Total/Mo	Cost/Park 1st Service	Cost 2nd Service	Total Cost With 2nd Service
	280 E 30th	595 W 24	1612 RR	540 RR	715 Fir	500 W 5	150 lions Park Cir	1221 E Cent. Pkwy				
	7 Standard	1 Standard	1 Standard	1 Standard	1 Standard	2 Standard	1 Standard	1 Standard				
	1 ADA		1 ADA		1ADA							
JAN	1	0	1	0	0	3	1	0	6	\$ 352.80		\$ 352.80
FEB	1	0	1	0	0	3	1	0	6	\$ 352.80		\$ 352.80
MAR	8	1	2	1	2	3	1	1	19	\$ 1,117.20		\$ 1,117.20
APR	8	1	2	1	2	3	1	1	19	\$ 1,117.20		\$ 1,117.20
MAY	8	1	2	1	2	3	1	1	19	\$ 1,117.20		\$ 1,117.20
JUN/2x	8	1	2	1	2	3	1	1	19	\$ 1,117.20		\$ 1,117.20
JUL/2x	8	1	2	1	2	3	1	1	19	\$ 1,117.20	\$ 1,117.20	\$ 2,234.40
AUG/2x	8	1	2	1	2	3	1	1	19	\$ 1,117.20	\$ 1,117.20	\$ 2,234.40
SEP/2x	8	1	2	1	2	3	1	1	19	\$ 1,117.20	\$ 1,117.20	\$ 2,234.40
OCT	8	1	2	1	2	3	1	1	19	\$ 1,117.20	\$ 1,117.20	\$ 2,234.40
NOV	1	1	1	0	0	3	1	0	17	\$ 999.60		\$ 999.60
DEC	1	0	1	0	0	3	1	0	7	\$ 411.60		\$ 411.60
									6	\$ 352.80		\$ 352.80
									2023	\$ 10,290.00	\$ 4,468.80	\$ 14,758.80
									2024	\$ 10,290.00	\$ 4,468.80	\$ 14,758.80
									2025	\$ 10,290.00	\$ 4,468.80	\$ 14,758.80
									Three Year Total	\$ 30,870.00	\$ 13,406.40	\$ 44,276.40
Unit Price /Mo	\$ 58.80	\$ 58.80	\$ 58.80	\$ 58.80	\$ 58.80	\$ 58.80	\$ 58.80	\$ 58.80	58.80			
Cost/MO/Park 1st Service	\$ 3,998.40	\$ 529.20	\$ 1,176.00	\$ 411.60	\$ 940.80	\$ 2,116.80	\$ 705.60	\$ 411.60	\$ 10,290.00	\$ 10,290.00	\$ 10,290.00	\$ 30,870.00
Cost/MO/Park 2nd Service	\$ 1,881.60	\$ 235.20	\$ 470.40	\$ 235.20	\$ 470.40	\$ 705.60	\$ 235.20	\$ 235.20	\$ 4,468.80	\$ 4,468.80	\$ 4,468.80	\$ 13,406.40
Total Cost With 2nd Service	\$ 5,880.00	\$ 764.40	\$ 1,646.40	\$ 646.80	\$ 1,411.20	\$ 2,822.40	\$ 940.80	\$ 646.80	\$ 14,758.80	\$ 14,758.80	\$ 14,758.80	\$ 44,276.40
Unit Price Per Mo 1x Per Week SVC	\$ 58.80	\$ 58.80	\$ 58.80	\$ 58.80	\$ 58.80	\$ 58.80	\$ 58.80	\$ 58.80				
Unit Price Per MO 2x Per Week SVC	\$ 117.60	\$ 117.60	\$ 117.60	\$ 117.60	\$ 117.60	\$ 117.60	\$ 117.60	\$ 117.60				
Unit Price Per Service	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70				
Unit Price Per 2nd Service	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70				
Tip Over Per Event - In Route	\$ 24.70	\$ 24.70	\$ 24.70	\$ 24.70	\$ 24.70	\$ 24.70	\$ 24.70	\$ 24.70				
Special Event Delivery - In Route	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70				
Special Event Delivery - Out of Route	\$ 24.70	\$ 24.70	\$ 24.70	\$ 24.70	\$ 24.70	\$ 24.70	\$ 24.70	\$ 24.70				
Special Event Pickup - In Route	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70				
Special Event Pickup - Out of Route	\$ 24.70	\$ 24.70	\$ 24.70	\$ 24.70	\$ 24.70	\$ 24.70	\$ 24.70	\$ 24.70				
Total Bid Price City Parks	\$ 44,276.40											

Rifle Mountain Parks																		
	Picnic 1 Snocone 1 Standard	Koper Nappy 1 Standard	Pull Off feline 2 Standard	Picnic 2 Bauhaus 1 Standard	Antifill 1 Standard	Ruckman 1Standard	Sawmill Gulch 2 Standard	Host Cabin 3 Standard	Comm House 2 Standard	Rifle Creek 4 Standard	Total Per MO	Cost/Park 1st Service	Cost 2nd Service	Total Cost With 2nd Service				
JAN	0	0	0	0	0	0	0	3	0	0	3	\$ 194.04		\$ 194.04				
FEB	0	0	0	0	0	0	0	3	0	0	3	\$ 194.04		\$ 194.04				
MAR	0	0	0	0	0	0	0	3	0	0	3	\$ 194.04		\$ 194.04				
APR	1	1	1	1	1	1	2	3	2	4	17	\$ 1,099.56		\$ 1,099.56				
MAY	1	1	1	1	1	1	2	3	2	4	17	\$ 1,099.56		\$ 1,099.56				
JUN/2x	1	1	1	1	1	1	2	3	2	4	17	\$ 1,099.56	\$ 1,099.56	\$ 2,199.12				
JUL/2x	1	1	1	1	1	1	2	3	2	4	17	\$ 1,099.56	\$ 1,099.56	\$ 2,199.12				
AUG/2x	1	1	1	1	1	1	2	3	2	4	17	\$ 1,099.56	\$ 1,099.56	\$ 2,199.12				
SEP/2x	1	1	1	1	1	1	2	3	2	4	17	\$ 1,099.56	\$ 1,099.56	\$ 2,199.12				
OCT	1	1	1	1	1	1	2	3	2	4	17	\$ 1,099.56	\$ 1,099.56	\$ 2,199.12				
NOV	0	0	0	0	0	0	0	3	0	0	3	\$ 194.04		\$ 194.04				
DEC	0	0	0	0	0	0	0	3	0	0	3	\$ 194.04		\$ 194.04				
											2023	\$ 8,667.12	\$ 4,398.24	\$ 13,065.36				
											2024	\$ 8,667.12	\$ 4,398.24	\$ 13,065.36				
											2025	\$ 8,667.12	\$ 4,398.24	\$ 13,065.36				
											Total for 3 Years			\$ 26,001.36				
Unit Price /Mo	\$ 64.68	\$ 64.68	\$ 64.68	\$ 64.68	\$ 64.68	\$ 64.68	\$ 64.68	\$ 64.68	\$ 64.68	\$ 64.68	2023	\$ 8,667.12	2024	\$ 8,667.12	2025	\$ 8,667.12	Three Year Total	\$ 26,001.36
Cost/MO/Park 1st Service	\$ 452.76	\$ 452.76	\$ 452.76	\$ 452.76	\$ 452.76	\$ 452.76	\$ 452.76	\$ 2,328.48	\$ 905.52	\$ 1,811.04	\$ 8,667.12	\$ 8,667.12	\$ 8,667.12	\$ 8,667.12	\$ 8,667.12	\$ 8,667.12	\$ 26,001.36	
Cost/MO/Park 2nd Service	\$ 258.72	\$ 258.72	\$ 258.72	\$ 258.72	\$ 258.72	\$ 258.72	\$ 258.72	\$ 776.16	\$ 517.44	\$ 1,034.88	\$ 4,398.24	\$ 4,398.24	\$ 4,398.24	\$ 4,398.24	\$ 4,398.24	\$ 4,398.24	\$ 13,194.72	
Total Cost With 2nd Service	\$ 711.48	\$ 711.48	\$ 711.48	\$ 711.48	\$ 711.48	\$ 711.48	\$ 711.48	\$ 3,104.64	\$ 1,422.96	\$ 2,845.92	\$ 13,065.36	\$ 13,065.36	\$ 13,065.36	\$ 13,065.36	\$ 13,065.36	\$ 13,065.36	\$ 39,196.08	
Unit Price Per Mo 1x Per Week SVC	\$ 64.68	\$ 64.68	\$ 64.68	\$ 64.68	\$ 64.68	\$ 64.68	\$ 64.68	\$ 64.68	\$ 64.68	\$ 64.68								
Unit Price Per MO 2x Per Week SVC	\$ 129.36	\$ 129.36	\$ 129.36	\$ 129.36	\$ 129.36	\$ 129.36	\$ 129.36	\$ 129.36	\$ 129.36	\$ 129.36								
Unit Price Per Service	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17								
Unit Price Per 2nd Service	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17								
Tip Over Charge - In Route	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17								
Tip Over Charge - Out of Route	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17								
Special Event Delivery - In Route	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17								
Special Event Delivery - Out of Route	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17								
Special Event Pickup- In Route	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17	\$ 16.17								
Special Event Pickup- Out of Route	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17	\$ 26.17								
Total Bid Price RMP	\$ 39,196.08																	



**City of Rifle Parks Department
Portable Service Bid Notes
2023, 2024 and 2025**

Thank you for your interest in providing quotes for portable restroom services for 2023, 2024 and 2025 for the City of Rifle Parks Department. The following notes are to provide you with a better description of our expectations.

Dates (months) illustrated on the Excel spread sheet are for information only, actual delivery and pick-up dates will be specified later. Cost estimates for 2nd services are for estimation and budget purposes only. We may or may not require as many 2nd services as shown.

Simplified billings are highly desirable. We request that the vendor selected to provide service **send one monthly statement which includes all units prorated, billable on identical dates** regardless of the date the units were delivered. This will simplify the process for our accounting department and will facilitate prompt payment.

Service is requested at two geographical locations; 1). Parks listed in the city limits of Rifle, and 2). Rifle Mountain Park (RMP). RMP is located 12 miles North of Rifle, beyond the end of State Highway 325, just north of the State Fish Hatchery. The address at Rifle Mountain Park is 13885 County Road 217. There are 8 restroom locations within Rifle city parks and 10 locations at Rifle Mountain Park.

You will find an attached Excel spreadsheet of our sites for the expected amount of months at each site. This form provides information on the number of units requested at each site and the period we plan to have the units there. You'll find a line for "2x/wk service". Please include the cost for second services per week per restroom indicated in town and one per week per restroom indicated at RMP. We may or may not require as many second services to be performed, but wish to include this as a contingency. We have found that 2x/wk services are more appreciated by our patrons than more units, serviced only once per week.

Note that we are requesting one ADA accessible restroom at Centennial Park, one ADA accessible restroom at Deerfield Regional Park, one ADA Restroom at Davidson Park and one at Metro Park.

Since we bid in three year intervals, please include your figures for 2023, 2024 and 2025. Include a cost per unit per month for the year for city parks and for Rifle Mountain Park.



Please include a sample mock monthly statement using the # of units mentioned on the attached spreadsheet. Use the month of June, 2023, for example. Divide the statements into two parts, one for Rifle city park units and one for RMP units. Include a total at the bottom.

Our experience has been that some vendors choose to price differently for RMP because of the distance from Rifle. For our purpose we will look at cost per unit averaged over all sites for the three year period.

The City of Rifle may ask that units be left for longer periods or picked up early. While we expect to pay for extended periods of service, we will not be responsible for payment for units which are not picked up in a reasonable amount of time following our request.

The City of Rifle is not in any way obligated to a contract and may request termination of services and removal of portable units at any time.

In the case of damaged units, the City of Rifle may choose to have damaged units repaired immediately or, depending on the situation, postpone repairs until the end of the rental period. The City of Rifle shall not be responsible for payment of repairs unless the damage is first inspected and repairs are approved by Parks Department staff.

Please include any references or endorsements or any selling points that may be beneficial to us relevant to portable restroom services, such as; staking down restrooms, reduced rates on tip-over clean-up, special prices on additional units for special events, providing units with special amenities (ADA restroom, hand wash stations,) etc.

Summary:

1. Please state the charge per unit month for units in city parks and RMP for each 2023, 2024 and 2025.
2. Please state the charge for a second service per week (as indicated) at city park units and Rifle Mountain Park for each 2023, 2024 and 2025.
3. Please include a sample statement as mentioned.
4. Please state the charge for tip-over service per occurrence.
5. Please state the charge for special event delivery and set-up for additional units.



6. Please state any additional selling points you wish to include.
7. Please return quotes per Public Notice ad:

Notice:

The City of Rifle, CO Parks Department is currently soliciting bids for portable restroom service in Rifle City Parks and Rifle Mountain Park for 2023, 2024 and 2025.

Companies interested in submitting bids need to request bid information by phone or e-mail.

**Please contact Austin Rickstrew, Parks & Recreation Director,
At 970-665-6578 or at arickstrew@rifleco.org**

**Sealed bids must be delivered to Rifle Recreation Department at:
Attn: Portable Service bids, 202 Railroad Avenue, Rifle, Colorado
81650,
by 3:00 p.m., Friday, January 6, 2023. E.O.E.**

Thank you for your interest in offering quotes for the coming two years. If you have questions, concerns, or comments, please contact us by phone or e-mail. We look forward to working with you in the future.

Thank you.

Austin Rickstrew

970-665-6578





CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name	NEW: W-9 attached ☐
	Redi Services LLC.	

2.	Vendor Address
	2143 Airport Rd., Rifle CO 81650

3.	For the Purchase of (description)
	2025 Portable Restroom Services

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$27,824.16	\$44,000.000	

5.	Dept. Name	General Ledger Acct #
	Parks	210-4521-400-445

6.	Type of Purchase
☐	Capital Construction
☐	Capital Construction – Change Order
☐	Capital Equipment
☐	Plant Equipment
☐	Materials, supplies, non-profession/technical services (includes computer/software maint.)
☒	Professional Services
☐	Utilities (includes equipment installation and ongoing contracts)
☐	Land, easements, ROW

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)		
☐	Cooperative Purchasing:	Sec 4-3-90	
☐	Open Market:	Sec. 4-3-40(c)	
☐	Comparative Pricing:	Sec. 4-3-40(d)	
☒	Request for Proposal:	Sec. 4-3-40(e)	(attach bid tab)
☐	Competitive Sealed Bid:	Sec.4-3-40(f)	(attach bid tab & advertisement)
☐	Sole Source:	Sec. 4-3-40(a)	(attach memo)

8.	Authorization Required
☒	City Manager
☒	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	Austin Rickstrew Signer ID: CL5TPBWW12...	01/07/2025
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

<i>Amount of Purchase</i>	<i>Is Purchase Order Needed</i>	<i>Method of Source Selection</i>
\$0.01 - \$10,000	No – Dept Head Approval	No special sourcing
\$10,000.01 - \$25,000	Yes – City Manager Approval	Yes – see table 2 below
\$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

<i>Methods of source selection</i>	<i>Contract limits</i>
Competitive sealed bidding	Greater than \$50,000.00
Competitive sealed proposals	Greater than \$10,000.00 and less than \$50,000.00.
**Greater than \$50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.	
Small purchases	Less than \$10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	8% discount	4% discount
\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount



Agenda Item #4.p.

Agenda Item Name:

Consider Approval of Purchase Order for Sustainable Strategies

Presenter:

Patrick Waller, City Manager

Item Description:

Consider Approval of Purchase Order for Sustainable Strategies.

Recommended Action:

Move to approve the purchase order for Sustainable Strategies in the amount of \$72,000.

Fiscal Impact:

Funding is in the 2025 Adopted Budget at \$72,000.

Operational Impact:

None

Prior Board Motions:

Rifle has used Sustainable Strategies for grant writing services since January 2022. Council approved the first Purchase Order on January 2022.

Background Information:

Sustainable Strategies has provided grant writing services to the city since January 2022, achieving great success. We are currently managing 11 active grants.

Executive Summary:

Sustainable Strategies has played a key role in securing various grants for the City of Rifle. To date, we have successfully obtained the following funding with their assistance:

\$4,500,000 Strong Communities (Colorado Department of Local Affairs)
\$1,025,000 Federal Mineral Lease District Grant (Garfield County)
\$1,290,000 Energy and Mineral Assistance Fund (Colorado Department of Local Affairs)
\$1,250,000 Birch Park Grant (Colorado Parks and Wildlife)
\$800,000 Birch Park Grant (Great Outdoors Colorado)

Additionally, we have a pending grant application for:

\$401,000 COPS TECH (Congressionally Directed Spending, approved by the Senate and House, awaiting Federal Budget approval)

To date, we have paid approximately \$192,000 to Sustainable Strategies for grant writing services since partnering with them. For 2025, our costs will remain the same as last year at \$72,000, and the staff is appreciative of this ongoing partnership.

Under our current agreement, Sustainable Strategies will assist with six grant applications per year. However, they have not limited us to this number and have not charged additional fees when we exceed the contracted limit.

Staff recommends that we continue working with the firm.

Notification Requirements:

None

Prepared By:

Iris Trevisano, Procurement and Grant Reporting Manager

Attachments:

1. Sustainable Strategies COR 2025 Purchase Request
2. Sustainable Strategies COR 2025 Invoice



CITY OF RIFLE PURCHASE REQUEST

1.	Vendor Name		NEW: W-9 attached ☐
	Sustainable Strategies DC, LLC		

2.	Vendor Address
	200 Massachusetts Ave NW Ste 380 Washington, DC 20001

3.	For the Purchase of (description)
	Grant Writing Services

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$72,000	\$72,000	

5.	Dept. Name	General Ledger Acct #
	General Non Department	100-4800-400-320

6.	Type of Purchase
	☐ Capital Construction
	☐ Capital Construction – Change Order
	☐ Capital Equipment
	☐ Plant Equipment
	☐ Materials, supplies, non-profession/technical services (includes computer/software maint.)
	☒ Professional Services
	☐ Utilities (includes equipment installation and ongoing contracts)
	☐ Land, easements, ROW

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)		
	☐ Cooperative Purchasing:	Sec 4-3-50	
	☐ Emergency Procurement	Sec. 4-3-235	
	☐ Small Purchases	Sec. 4-3-225	
	☐ Request for Proposal:	Sec. 4-3-220(b)	(attach bid tab)
	☐ Competitive Sealed Bid:	Sec.4-3-215	(attach bid tab & advertisement)
	☒ Miscellaneous Exemptions	Sec. 4-2-230	(attach memo)

8.	Authorization Required
	☐ City Manager
	☐ City Council

9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

<u>Amount of Purchase</u>	<u>Is Purchase Order Needed</u>	<u>Method of Source Selection</u>
\$0.01 - \$10,000	No – Dept Head Approval	No special sourcing
\$10,000.01 - \$25,000	Yes – City Manager Approval	Yes – see table 2 below
\$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

<u>Methods of source selection</u>	<u>Contract limits</u>
Competitive sealed bidding	Greater than \$50,000.00
Competitive sealed proposals	Greater than \$10,000.00 and less than \$50,000.00.
**Greater than \$50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.	
Small purchases	Less than \$10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	8% discount	4% discount
\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount



Sustainable Strategies DC, LLC
200 Massachusetts Ave NW Ste 380
Washington, DC 20001
(202) 261-9881
Andrew.Seth@strategiesdc.com
www.strategiesdc.com

INVOICE

BILL TO

Mr. Patrick Waller
City of Rifle, CO
202 Railroad Avenue
Rifle, CO 81650

INVOICE # 4274

DATE 12/27/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
01/01/2025	Consulting Grant and advocacy services - 2025 (all 12 months)	1	72,000.00	72,000.00



SUBTOTAL 72,000.00
TAX 0.00
TOTAL 72,000.00
BALANCE DUE **\$72,000.00**



Agenda Item #4.q.

Agenda Item Name:

Consider approval of Purchase Order for Garfield County Victim Response Services

Presenter:

Debra Funston, Chief of Police

Item Description:

This is a request to approve the purchase of victim services from Garfield County Sheriff's Office for 2025 in the amount of \$48,493.23.

Recommended Action:

Consider approving a purchase order to Garfield County Sheriff's Office in the amount of \$48,493.23 for our portion of the Victim Response Services expense.

Fiscal Impact:

\$48,493.23 is currently budgeted in the 2025 budget.

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

The purchase order to Garfield County Sheriff's Office in the amount of \$48,493.23 for our portion of the Victim Response Services expense. Victim Services plays a vital role in law enforcement and the judicial process by providing resources and information to victims of crime in Garfield County. The amount is determined by a six-year average based on calls serviced in the City of Rifle and other participating jurisdictions. Rifle Police Department is responsible for 37.17% of the budgeted expense incurred by Garfield County Victim Services. This is a recurring annual expense and was budgeted in the 2025 budget.

Notification Requirements:

N/A

Prepared By:

Debra Funston, Chief of Police

Attachments:

1. GARCO VRT Invoice
2. Garfield CO VRT PURCHASE REQUEST FORM upd. 9.22.22 - Copy

Lou Vallario
Sheriff of Garfield County



107 8th Street
Glenwood Springs, CO 81601
Telephone: 970-945-0453
Fax: 970-945-6430

September 17, 2024

Invoice: VRT 2025

Chief Debra Funston
Rifle Police Department
201 E. 18th St.
Rifle, CO 81650

Pay Method	Amount Due
Annual	\$48,493.23

Dear Chief Funston,

Please accept this as our official invoice for the 2025 Victim Response Team (VRT) position, total due from your agency in the amount of \$48,493.23.

If you have a payment preference other than annual- such as quarterly or monthly, please let me know and I can send an invoice according to your wishes.

Please remit your payment(s) to the Garfield County Sheriff's Office, at
107 8th Street, Glenwood Springs, CO 81601. Please call or email me if I may answer any questions
for you.

Respectfully,

A handwritten signature in black ink, appearing to read "April Lund".

April Lund, Senior Administrator
Garfield County Sheriff's Office
107 8th ST | Glenwood Springs | CO | 81601
Ph: (970)945-0453 Ext:1024
alund@garcosheriff.com

2025 VRT Cost Breakdown

Agency	Percentage of VRT Cases by Year						Salary & Benefits	
	2018	2019	2020	2021	2022	2023 6 Year Average	Cost/Agency	
Rifle PD	40%	29%	37%	38%	41%	38%	37.17%	\$ 45,417.97
Glenwood PD	32%	31%	26%	30%	37%	39%	32.50%	\$ 39,715.26
Parachute PD	14%	21%	16%	15%	8%	7%	13.50%	\$ 16,497.11
Carbondale PD	6%	6%	9%	10%	4%	6%	6.83%	\$ 8,350.39
Silt PD	3%	7%	7%	4%	5%	5%	5.17%	\$ 6,313.71
New Castle PD	4%	5%	5%	3%	4%	5%	4.33%	\$ 5,295.37

Lexi Madrid	Hrly Rate Hrs/Year		Annual Wage Annual Benefits		Total
	35.46	2080	\$ 73,741.00	\$ 48,459.81	\$ 122,200.81

Agency	Percentage of VRT Cases by Year						Vehicle & Upfitting	
	2018	2019	2020	2021	2022	2023 6 Year Average	Cost/Agency	
Rifle PD	40%	29%	37%	38%	41%	38%	37.17%	\$ 3,075.26
Glenwood PD	32%	31%	26%	30%	37%	39%	32.50%	\$ 2,689.13
Parachute PD	14%	21%	16%	15%	8%	7%	13.50%	\$ 1,117.02
Carbondale PD	6%	6%	9%	10%	4%	6%	6.83%	\$ 565.41
Silt PD	3%	7%	7%	4%	5%	5%	5.17%	\$ 427.50
New Castle PD	4%	5%	5%	3%	4%	5%	4.33%	\$ 358.55

Cost per month per Vehicle Class		Total
\$689.52 per month		\$8,274.24

Total Head Count: 144

Sheriff

TOTAL HRS. COMM. 146																
Org Set	Name	Title	Employment Type	Status	Head Count	Distribution %	Rate	Base	Annual Wages 4110	Overtime Soc.(6.2%) 4130	Med Health Contribution 4240	Health Ins 4210	LTD 4270.00 (4270.3 02)	STD EAP Service for Retirement 4230	Years of Experience 146	
100.05.017	Madrid, Alexandra	Victim Advocate Coordinator	Hourly	Filled	1	100%	\$ 34.42	2080	71,594	0	4,439	1,036	2,864	38,069	286	30
100.05.017		Performance Pay Increase (4110)			1				71,594	0	4,439	1,036	2,864	38,069	286	30
					1				73,741	0	4,572	1,066	2,864	38,069	286	30

\$ 122,200.61

3.00%



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Garfield County Sheriff's Office	

2.	Vendor Address
	107 8th Street Glenwood Springs, CO 81601

3.	For the Purchase of (description)
	Victim Response Team (RPD portion)

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$48,493.23	\$48,493.23	

5.	Dept. Name	General Ledger Acct #
	Police	100-4210-400-340

6.	Type of Purchase
	☐ Capital Construction
	☐ Capital Construction – Change Order
	☐ Capital Equipment
	☐ Plant Equipment
	☐ Materials, supplies, non-profession/technical services (includes computer/software maint.)
	☒ Professional Services
	☐ Utilities (includes equipment installation and ongoing contracts)
	☐ Land, easements, ROW

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)		
	☐ Cooperative Purchasing:	Sec 4-3-90	
	☐ Open Market:	Sec. 4-3-40(c)	
	☐ Comparative Pricing:	Sec. 4-3-40(d)	
	☐ Request for Proposal:	Sec. 4-3-40(e)	(attach bid tab)
	☐ Competitive Sealed Bid:	Sec.4-3-40(f)	(attach bid tab & advertisement)
	☒ Sole Source:	Sec. 4-3-40(a)	(attach memo)

8.	Authorization Required	
	☒	City Manager
	☒	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>Debra Funston</i> Signer ID: JW22DVDF12...	01-07-25
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

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\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount



Agenda Item #4.r.

Agenda Item Name:

Consider Letter of Support for Silt Raise Grant Application for the 7th Street Pedestrian Bridge and Plaza

Presenter:

Patrick Waller, City Manager

Item Description:

Letter of Support

Recommended Action:

Move to approve the Letter of Support for the Silt Raise Grant Application for 7th Street Pedestrian Bridge

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

See attached letter of support and project description.

Notification Requirements:

No additional notice required.

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. Town of Silt - Raise Grant - Letter of Support
2. Pedestrian Bridge Briefing Sheet



January 15, 2024

U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 25090

Re: Silt's US DOT RAISE Application for the Pedestrian Bridge Connectivity Project

Dear Secretary Duffy:

I am writing to express the City of Rifle's enthusiastic support for the Town of Silt's Pedestrian Bridge Connectivity Project. The project will construct an elevated pedestrian/bike overpass across Interstate 70 (I-70) and eliminate dangerous conflicts between vehicles and pedestrians, increase multimodal transportation for pedestrians and bicycles, spur new economic opportunities, and improve the quality of life for residents and commuters.

Silt and CDOT started working together to design the bridge following a pedestrian's fatal accident on the 9th Street Bridge in 2018. The north and south sides of the Town are currently divided by the Colorado River, I-70, and the Union Pacific Railroad (UPRR). Northern Silt amenities and services include downtown, municipal buildings, the Roaring Fork Transit Authority's (RFTA) bus stop, and most of the community's residential housing, businesses, and parks. Southern Silt is home to a tiny home park housing almost 100 people, a KOA campground, a dog park/open space along the Colorado River, a Holiday Inn, and employment opportunities.

The City of Rifle is a nearby municipality, seven miles to west of Silt via I-70. The City supports Silt's Pedestrian Bridge Connectivity Project because the entire region will significantly benefit from the pedestrian connection and safety improvements provided by the project. Rifle residents regularly travel along the I-70 corridor through Silt and use the Silt I-70 interchange for commercial and recreational purposes. Any improvements to pedestrian safety and traffic flow will benefit City of Rifle residents that regularly visit Silt by making the interchange safer and allowing for easier vehicular access along the exit.

Please give Silt's Pedestrian Bridge Connectivity Project your full consideration.

Sincerely

Mayor Sean Strobe



Silt's Pedestrian Bridge Connectivity Project

The Town of Silt will reconnect the community, increasing pedestrian safety, economic vitality, and multimodal transportation.

Silt seeks \$18,000,000 United States Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program funding to construct an elevated pedestrian/bike overpass across Interstate 70 (I-70). The pedestrian bridge design is being funded through the Colorado Department of Transportation (CDOT) Transportation Alternatives Program (CO TAP) and will be shovel-ready by October 2025. Once complete, the 14-foot-wide pedestrian bridge and site improvements will eliminate dangerous conflicts between vehicles and pedestrians, increase multimodal transportation for pedestrians and bicycles, spur new economic opportunities, and improve the quality of life for residents and commuters.



Pedestrian Bridge Location

The Need: The Project is foremost a safety project. Silt and CDOT started working together to design the bridge following a pedestrian's fatal accident on the 9th Street Bridge in 2018. The north and south sides of the Town are currently divided by the Colorado River, I-70, and the Union Pacific Railroad (UPRR). Northern Silt amenities and services include downtown, municipal buildings, the Roaring Fork Transit Authority's (RFTA) bus stop, and most of the community's residential housing, businesses, and parks. Southern Silt is home to a tiny home park housing almost 100 people, a KOA campground, a dog park/open space along the Colorado River, a Holiday Inn, and employment opportunities. Currently, the Town is in the design review process for a number of developments, some of which will address critical affordable housing needs for the area. The developments represent approximately 500 new housing units and will result in a 32% increase in the Town's population. The tiny home park and the Heron's Nest development house, or will house, many of Silt's most vulnerable residents.

The only connection between southern and northern Silt in the downtown core is the 9th Street Bridge, which lacks sidewalks and bike lanes and has minimal shoulders. Pedestrians use this unsafe route daily, causing cars to swerve into oncoming traffic to avoid hitting them. People forced to use the bridge must cross two interchange ramps without sidewalks to access the community's commercial core. There are over 10,000 vehicles trips daily on the 9th Street Bridge, and the risk to pedestrians and cyclists is growing as the Town's population increases.

The Project: The bridge is aligned perpendicular to I-70 to minimize overpass length with individual span lengths ranging from 60 feet to 175 feet for a total main bridge length of approximately 725 feet. The 14-foot-wide deck carries the 10-foot-wide multi-use trail and the required 2-foot offsets on each side. The bridge provides horizontal openings for I-70, interchange

ramps, and the UPRR right-of-way. Minimum vertical clearance of 23'- 6" is provided over the UPRR and 17'- 6" over I-70, interchange ramps, and roadways. The overpass columns are architecturally treated and highlighted with a variation of the Town of Silt logo. The columns are on the east and west sides of the overpass, making them visible from I-70.

The north and south ends of the overpass will land with circular ADA compliant ramps that are 400 feet long. The South Overpass Ramp Plaza will provide direct access to reconstructed and improved park-n-ride facilities. The ramp will have a plaza/sidewalk area with benches and bike racks. The North Overpass Ramp Plaza at 7th Street will include a 30-foot by 50-foot pedestrian mall stretching between Front Street and Main Street with attractive landscaping, a stage for community events, shaded seating, space for food trucks, and specialty pavers to increase pedestrian activity and economic vitality.

The Project is currently on the Statewide Transportation Improvement Plan (STIP) and CDOT's 10-Year Plan.

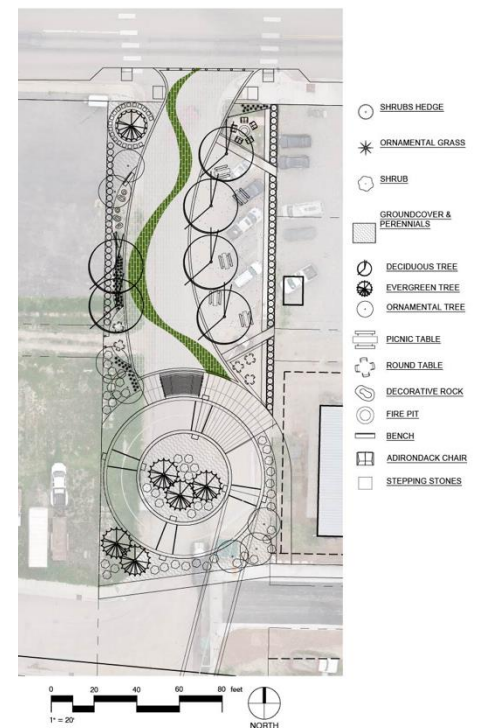
Project Benefits:

The project will maximize economic development opportunities, improve pedestrian safety, and support network connectivity improvements by:

- Removing barriers to prospective economic investment south of the interchange, generating \$30 million in investment and bringing 200 new jobs to the area.
- Advancing efforts to establish a vocational/technical training center for workforce development geared toward advanced manufacturing, technology, and robotics repair.
- Creating a pedestrian mall to spur downtown economic vitality.
- Providing better access to employment locations, including the Holiday Inn, KOA Campground, and industrial businesses.
- Increasing non-motorized access to Silt Island Park and the Silt River Preserve.
- Providing bike/pedestrian access from south of the I-70 interchange to Silt's RFTA bus stop.

Silt continues to monitor frequent near misses from pedestrians seeking to use the 9th Street Bridge. The Project will improve the quality of life for Silt residents by enhancing mobility throughout the Town for all modes of transportation, promoting physical activity, improving access to parks and greenspace, and removing barriers to new businesses and attractions. The time is now for federal investment to protect lives, increase multimodal transportation, and reconnect southern and northern Silt.

For questions, contact Jim Mann, Town Manager, at (970) 876-2353 Ext. 103 or jmann@townofsilt.org



North Overpass Ramp Plaza at 7th Street



Agenda Item #6.a.

Agenda Item Name:

Consider Approval of Conduit Bond Financing for Habitat for Humanity Roaring Fork Valley and Amendment of Land Lease - Ordinance No. 2 Series of 2025-1st Reading

Presenter:

Patrick Waller, City Manager

Item Description:

Ordinance

Recommended Action:

Move to approve Ordinance No. 2 Series of 2025 on first reading as presented and order it be published as required by Charter.

Fiscal Impact:

See attached memo for analysis of Financial Impact. Bond Counsel has reviewed the offering and indicated that there will be no financial impact to the city.

Operational Impact:

Staff has worked extensively with the applicant to bring the request to Council. If the bond moves forward, there will be relatively minimal reporting required from the Finance department.

Prior Board Motions:

Council has previously waived impact fees associated with the project and has entered into a lease agreement with Habitat to allow them to use City owned property for the facility.

Background Information:

Habitat for Humanity has proposed to construct a 65,000 square foot factory to construct modular housing units on City of Rifle property located on the UMTRA mill tailing site, within the Energy Innovation Center and adjacent to the City of Rifle Wastewater Facility. Habitat has gone through the development process as follows:

- Habitat and the City of Rifle have approved a lease agreement to allow the facility to operate on the property.
- Habitat for Humanity has received Planning Commission approval of a Conditional Use Permit to operate the facility on the site.
- Habitat has submitted a building permit that is under review by City of Rifle staff.

This agenda item is Habitat's request for Council to approve the following items via Ordinance No. 2 Series of

2025: Trust Indenture, Loan Agreement, Bond Purchase Agreement, an updated Ground Lease, and a Preliminary Offering Memorandum.

Executive Summary:

See attached memo from Helen Atkeson, Bond Counsel for the project.

Notification Requirements:

No additional notice is required for this agenda item.

Prepared By:

Patrick Waller, City Manager

Attachments:

1. Memo to City Council regarding Habitat Roaring Fork Valley
2. Ordinance No. 2-Habitat Bond Issuance and Lease
3. City of Rifle (Habitat) -- Bond Purchase Agreement
4. City of Rifle (Habitat) -- Ground Lease for Modular Facility
5. City of Rifle (Habitat) -- 2025 Preliminary Limited Offering Memorandum
6. City of Rifle (Habitat) -- Trust Indenture
7. City of Rifle (Habitat) -- Loan Agreement



MEMORANDUM

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To City Council, City of Rifle, Colorado

Cc James S. Neu, City Attorney

FROM Hogan Lovells US LLP

DATE January 10, 2025

SUBJECT Proposed Revenue Bonds on behalf of Habitat Roaring Fork Valley, Inc. for Modular Housing Production Facility

We have prepared this Memorandum to provide background information regarding the transaction referenced above, which is proposed for approval on January 15, 2025 by the City Council pursuant to Ordinance No. 2.

Documents Submitted

Ordinance No. 2 has been submitted to the City Council for its consideration. Substantially final forms of the following documents referenced in the Ordinance have also been submitted to the Council and will be authorized in connection with adoption of the Ordinance –

- (i) an Indenture of Trust between the City and the bond trustee, U.S. Bank Trust Company (“Trustee”);
- (ii) a Loan Agreement between the City and HRFV;
- (iii) a Bond Purchase Agreement (“BPA”) among the City, HRFV and D.A. Davidson & Co. as underwriter of the bonds (“Underwriter”);
- (iv) the Amended and Restated Ground Lease between the City and HRFV; and
- (v) a Preliminary Limited Offering Memorandum which will be used by the underwriter to offer the bonds to potential investors (“PLOM”). Attached to the Indenture and the PLOM is the form of Investor Letter required to be delivered by any investor in the bonds.

Changes to these forms may be approved by the City Manager to the extent the parties consider them necessary to carry out the purposes of the Ordinance.

Transaction Overview

The Ordinance provides for the issuance by the City of revenue bonds under the Indenture, the proceeds of which will be loaned to Habitat Roaring Fork Valley, Inc. (“HRFV”) to fund the construction of a modular housing production facility (“Project”), fund working capital and capitalized interest during the construction and startup period and pay transaction costs. The City is being asked to serve in the role of conduit issuer so that, under IRS rules, a substantial portion of the bonds can bear interest at a lower tax-exempt interest rate. The Project will be constructed on land which is owned by the City

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and has been leased to HRFV pursuant to the Ground Lease. Amendments to the Ground Lease are being requested to facilitate the bond financing structure.

Most importantly for the City – The City will have no financial or other responsibility for the bonds or the Project except in the limited respects noted in this Memorandum. HRFV is agreeing to pay the bonds and all related issuance costs, and is indemnifying the City for any losses it may have related to the bond issuance or the Project. Bondholders will acknowledge in a “big boy” letter that the City is not obligated in any respect for payment of the bonds, which will only be paid from revenues generated by the Project or from the reserves being established with bond proceeds. The Trustee will administer the revenue flow and bond payments, and oversee covenant compliance by HRFV on behalf of the bondholders. Accordingly, by acting as the conduit issuer, the City is not taking on obligations in connection with the issuance or following the closing which will expose it to liability, impact its credit rating or otherwise create a burden on it, such as financial reporting or oversight requirements.

Summary of Specific Document Provisions

Indenture –

Under the Indenture, the proposed bonds will be issued in three series – Series 2025A (tax-exempt to fund construction costs of the Project, a debt service reserve fund and issuance costs, including capitalized interest); Series 2025B (taxable to fund issuance costs above the IRS limit for tax-exempt funding); and Subordinate 2025C (taxable to fund working capital reserves for operations before the Project is completed and generates revenues). The proceeds of the bonds will be loaned to HRFV under the Loan Agreement, but the Trustee will maintain control of the net proceeds under the Indenture in a project fund and the reserve funds securing the repayment of the bonds.

During construction of the Project, the Trustee will disburse amounts from the project fund pursuant to requisitions by HRFV. The Trustee will also hold a revenue fund to which all revenues from the Project will be deposited by HRFV. Amounts from the revenue fund will be disbursed by the Trustee to pay debt service on the bonds, provide budgeted operating expenses to HRFV and replenish reserves as needed. In the event of any default under the Indenture, the Trustee is to take certain actions as directed by the bondholders. The City would not have any obligation to take action in such an event.

The Indenture expressly provides that the bonds do not constitute a debt of the City and are only special limited obligations payable from the security granted under the Indenture. In addition, the Indenture states that the members of the City Council are not liable personally on the bonds.

Loan Agreement – Under the Loan Agreement, the City will loan the proceeds of the bonds to HRFV which will deliver promissory notes to evidence its obligation to repay the loan and will secure this obligation by the grant of a mortgage in its leasehold interest and the Project. This Agreement establishes the obligation of HRFV to construct the Project and then maintain it once it is constructed. Furthermore, HRFV agrees to indemnify the City and its officers and employees against all costs or losses based on claims arising from HRFV’s conduct or the Project (including claims in the face of gross negligence by the City but not the City’s willful misconduct).

PLOM and Investor Letters –

The PLOM is being presented to the City in connection with the Ordinance in order for the City to approve the use of the PLOM for the marketing of the bonds. However, the PLOM expressly states that all information in the PLOM other than the description of the City and any ongoing litigation has been obtained from HRFV and is not a representation of or guaranteed by the City. At the closing of the bonds, certificates and opinions will also be delivered confirming HRFV's responsibility for the information provided to investors in the PLOM.

The bonds will be offered, on behalf of the City as conduit issuer and HRFV as Borrower, by the Underwriter to persons and companies which are "qualified institutional buyers" or "accredited investors" under the federal securities laws. The bonds can only be purchased in denominations of \$100,000 or greater. Each investor will be required to deliver an investor letter in which it expressly acknowledges that the bonds are payable solely from the revenues of the Project and the City has no obligation to use any other assets to pay the bonds. These "suitability" requirements and such investor letters, as well as statements in the PLOM, provide protection for the City from claims by the bond purchasers.

Bond Purchase Agreement –

Once the Underwriter has identified purchasers of the bonds, it will enter into the BPA confirming the pricing at which it will buy the bonds from the City and HRFV on the agreed-upon settlement date. In the BPA, HRFV expressly indemnifies the City and its officers and employees against any losses of claims relating to the information provided to investors in the PLOM if it is found to be materially misleading, other than certain specific sections of the PLOM for which the underwriter will indemnify the City. The City does take responsibility for the sections of the PLOM that describe the City as the conduit issuer and which state that there is no litigation against the City that would prevent it from acting as issuer of the bonds.

CITY OF RIFLE, COLORADO
ORDINANCE NO. 2
SERIES OF 2025

AN ORDINANCE BY THE CITY OF RIFLE, COLORADO AUTHORIZING THE ISSUANCE AND DELIVERY OF ITS REVENUE BONDS (HABITAT ROARING FORK VALLEY, INC. MODULAR PRODUCTION FACILITY, SERVICE AREAS IN ASPEN, GLENWOOD SPRINGS AND RIFLE, COLORADO) SERIES 2025A AND TAXABLE SERIES 2025B, IN AN AGGREGATE AMOUNT NOT TO EXCEED \$25,000,000, AND ITS SUBORDINATE REVENUE BONDS (HABITAT ROARING FORK VALLEY, INC. MODULAR PRODUCTION FACILITY, SERVICE AREAS IN ASPEN, GLENWOOD SPRINGS AND RIFLE, COLORADO) TAXABLE SERIES 2025C, IN AN AGGREGATE AMOUNT NOT TO EXCEED \$4,500,000 AND TO AUTHORIZE A LOAN OF THE PROCEEDS OF SUCH BONDS TO THE BORROWER FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF A MODULAR PRODUCTION FACILITY IN THE CITY OF RIFLE, STATE OF COLORADO AND TO PAY CERTAIN ISSUANCE EXPENSES OF AND CAPITALIZED INTEREST ASSOCIATED WITH SUCH BONDS (AS DEFINED BELOW) AND FUND CERTAIN RESERVES; APPROVING AND AUTHORIZING EXECUTION OF AN INDENTURE OF TRUST WITH THE TRUSTEE, A LOAN AGREEMENT WITH THE BORROWER AND AN AMENDED AND RESTATED GROUND LEASE (AS DEFINED BELOW); MAKING FINDINGS AND DETERMINATIONS WITH RESPECT TO THE PROJECT (AS DEFINED BELOW) AND THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS; AND REPEALING ALL ACTION HERETOFORE TAKEN IN CONFLICT HERewith; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Rifle, in the County of Garfield and State of Colorado (the "City"), is a home-rule city and Colorado municipal corporation; and

WHEREAS, the City is authorized by the County and Municipality Development Revenue Bond Act, constituting Article 3, Title 29, Colorado Revised Statutes, as amended (the "Act") and the Colorado Supplemental Public Securities Act, Article 57, Title 11, Section 201 *et seq.*, Colorado Revised Statutes, as amended (the "Supplemental Act"), to finance one or more projects (which includes any land, building or other improvement and all real and personal properties) used for or in connection with any manufacturing enterprise; and

WHEREAS, the City is further authorized by the Act and the Supplemental Act to issue revenue bonds (defined under the Act to include bonds, notes, or other securities evidencing an obligation and issued under the Act) for the purpose of defraying the cost of financing any project, including the payment of principal and interest on such revenue bonds for not exceeding three years, the funding of any reserve funds which the City may deem advisable to establish in connection with the retirement of such revenue bonds or the maintenance of the project and

incidental expenses incurred in issuing such revenue bonds, and to secure payment of such revenue bonds as provided in the Act and the Supplemental Act; and

WHEREAS, representatives of Habitat for Humanity of the Roaring Fork Valley, Inc., a Colorado nonprofit corporation, including any subsidiaries, affiliates, successors or assigns (but only if such subsidiaries, affiliates, successors or assigns are acceptable to the City) (the "Borrower"), have met with officials of the City and have advised the City of the Borrower's interest in the acquisition, construction, improvement, and equipping of a 65,000 square foot modular manufacturing facility, have proposed that the City issue its revenue bonds, in one or more series, to finance such modular manufacturing facility (or such other name as designated by the Borrower) (the "Project"), located on 10.5 acres of land that the Borrower has leased from the City, which is within the boundaries of the City, and such Project will be owned and operated by the Borrower; and

WHEREAS, the Project constitutes a project under the Act; and

WHEREAS, the City Council has determined that it is in the best interests of the City and its residents to issue revenue bonds for the Project, and the City declares its intention to authorize an issue of its Revenue Bonds (Habitat Roaring Fork Valley, Inc, Modular Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Series 2025A and Taxable Series 2025B, in the aggregate principal amount not to exceed \$25,000,000 (referred to herein as the "Series 2025A/B Bonds"), and its Subordinate Revenue Bonds (Habitat Roaring Fork Valley, Inc, Modular Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Taxable Series 2025C, in the aggregate principal amount not to exceed \$4,500,000 (referred to herein as the "Subordinate Series 2025C Bonds" and, together with the Series 2025A/B Bonds, the "Bonds"), for the purpose of funding a loan to the Borrower to pay the cost of financing the Project and fund an operating expense reserve, fund a debt service reserve fund for the Series 2025A/B Bonds, fund capitalized interest relating to the Series 2025A/B Bonds and pay costs of issuance relating to the Bonds, upon such terms and conditions as are contained herein; and

WHEREAS, the Bonds will be issued pursuant to an Indenture of Trust to be dated as of February 1, 2025 (the "Indenture") between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") and;

WHEREAS, the Borrower will enter into a Loan Agreement to be dated as of the date of the Indenture (the "Loan Agreement"), by and between the City and the Borrower, which will provide for payments by the Borrower sufficient to pay the principal of, premium, if any, and interest on the Bonds and to meet other obligations as herein and therein provided; and

WHEREAS, D.A. Davidson & Co., as the initial purchaser of the Bonds (the "Underwriter") will enter into a Bond Purchase Agreement (the "Purchase Agreement"), by and among the City, the Borrower and the Underwriter, which will provide for the purchase of the Bonds; and

WHEREAS, there have been presented to the City Council at this meeting substantially final forms of the following documents: (a) the Indenture; (b) the Loan Agreement; (c) the

Purchase Agreement; and (d) the Amended and Restated Ground Lease between the Issuer and the Borrower dated as of February 1, 2025 (the "Amended and Restated Ground Lease," and, collectively (a) – (d), the "Financing Documents"); and (g) the Preliminary Limited Offering Memorandum (the "Preliminary Limited Offering Memorandum") prepared in connection with the sale of the Bonds; and

WHEREAS, the City Council is desirous of authorizing and approving the execution of the agreements and instruments described above and the transactions evidenced thereby;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO AS FOLLOWS:

Section 1. Ratification of Actions. All action heretofore taken, not inconsistent with the provisions of this ordinance (the "Ordinance"), by the City Council or the officers of the City, directed for the purposes herein set forth, are hereby ratified, approved and confirmed. The City is authorized under the Act and the Supplemental Act to issue and deliver its revenue bonds in the form of one or more instruments, such as the Bonds, for the purpose, in the manner and upon the terms and conditions set forth in the Act, the Supplemental Act, the Indenture and the Loan Agreement. The Bonds are being issued pursuant to the Act and the Supplemental Act.

Section 2. Findings; Authorizations. The City Council hereby finds and determines, pursuant to the City's home rule powers and all applicable laws of the State of Colorado, as follows:

(a) The Project is an eligible "project," as defined in the Act.

(b) The issuance of the Bonds will effectuate the public purposes of the City and carry out the purposes of the Act by, among other things, funding the loan to the Borrower with proceeds of the Bonds (the "Loan") to assist the Borrower in providing manufacturing facilities within the boundaries of the City.

(c) The Bonds are special, limited obligations of the City payable solely out of the income, revenues and receipts specifically pledged pursuant to the Indenture and the Loan Agreement. The Bonds, the premium, if any, and the interest thereon shall never constitute the debt or indebtedness of the City, the State or any political subdivision thereof within the meaning of any provision or limitation of the State Constitution or statutes, shall not constitute nor give rise to a pecuniary liability of the City, the State or any political subdivision thereof or a charge against their general credit or taxing power and shall not constitute a "multiple fiscal year direct or indirect debt or other financial obligation" of the City under Article X, Section 20 of the State Constitution. None of the City, the State or any political subdivision thereof shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Bonds do not constitute a debt, loan, credit or pledge of the faith and credit or taxing power of the City, the State or any political subdivision thereof.

(d) The Project is necessary, convenient, and in furtherance of the governmental purposes of the City and in the best interests of the City and its inhabitants; and the City Council hereby authorizes the Project.

Section 3. Approval and Execution of Financing Documents; Authorized Officers; Variations in Documents. The Financing Documents in substantially the forms thereof presented to the City Council and filed with the City, be, and the same are in all respects hereby approved, authorized and confirmed, but such Financing Documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Ordinance and as the City Manager and bond counsel shall approve, the execution thereof being deemed conclusive evidence of approval of any such changes, modifications, additions and deletions from the forms thereof presented at this meeting. The Mayor of the City or his designee or designees is hereby authorized and directed to execute, and the City Clerk of the City is hereby authorized and directed to affix the seal of the City to, and attest, such documents for and on behalf of the City.

Section 4. Approval of Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Preliminary Limited Offering Memorandum is in all respects approved, authorized and confirmed, but with such amendments, additions and deletions as are in accordance with the facts and not inconsistent herewith. The Limited Offering Memorandum, and any required updated Limited Offering Memorandum (collectively, the "Limited Offering Memorandum") in substantially the form of the Preliminary Limited Offering Memorandum is in all respects approved, authorized and confirmed, but with such amendments, additions and deletions as are in accordance with the facts and not inconsistent herewith.

The distribution by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum to interested persons in connection with the sale of the Bonds is hereby authorized, approved and confirmed. The designation of the Preliminary Limited Offering Memorandum by the City Manager as "final" for purposes of Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission, except for omissions permitted by the Rule, is hereby authorized, approved and confirmed.

Section 5. Authorization to Issue and Deliver the Bonds and Fund the Loan.

(a) Each series of Bonds shall be issued in such principal amount, bear such date and interest rate and shall mature as set forth in the Indenture, provided, however, that the aggregate principal amount of the Series 2025A/B Bonds and Subordinate Series 2025C Bonds issued under the Indenture shall not exceed the respective amounts set forth herein and further provided, it may be determined that no Bonds of a series or any series shall be issued. The proceeds of the Bonds shall be used to fund the Loan as set forth in the Indenture and in the Loan Agreement. The Bonds shall be payable, shall be subject to redemption prior to maturity and shall be in substantially the form as provided in the Indenture. Furthermore, the Bonds shall be payable at such place and in such form, shall carry such registration privileges, shall be executed and shall contain such terms, covenants and conditions, all as set forth in the Indenture. The maximum net effective interest rate payable on the Series 2025A/B Bonds, without regard to any default rate that might be applicable, shall be the lesser of the maximum legal rate of interest or 7.5% and the final maturity of the Bonds shall not be later than 2048. The maximum net effective interest rate payable on the Subordinate Series 2025C Bonds, without regard to any default rate that may be applicable, shall be the lesser of the maximum legal rate of interest or 15%, and the final maturity of the Subordinate Series 2025C Bonds shall not be later than July

1, 2035. Such maximum rates of interest are hereinafter referred to as the respective "Maximum Rates."

(b) The delivery of the Bonds pursuant to the terms of the Indenture, be, and the same is in all respects hereby approved, authorized and confirmed, and the Mayor of the City or his designee or designees is hereby authorized and directed to execute the Bonds, and the City Clerk of the City is hereby authorized and directed to affix the seal of the City to and attest the Bonds and each is hereby authorized to deliver the Bonds for and on behalf of the City to the Indenture.

(c) The Mayor of the City and his designee or designees is hereby authorized to take any action reasonably necessary or appropriate in accordance with this Ordinance in connection with the preparation, execution, issuance, sale, delivery, security for, and payment of each series of the Bonds, including, but not limited to, determinations of:

- (1) The final form, content, designation and terms of the Bonds, including a determination that the Bonds may be issued in certificated or book-entry form;
- (2) The principal amount of the Bonds to be issued and denominations of the Bonds;
- (3) The rate or rates of interest or the method for determining the rate or rates of interest on the Bonds;
- (4) Whether the Bonds will be issued on a taxable or tax-exempt basis;
- (5) The date of issuance, sale and delivery of, and the payment of interest on the Bonds, and the maturity date or dates of the Bonds;
- (6) The purchase price of the Bonds;
- (7) The terms under which the Bonds may be paid, optionally or mandatorily redeemed, accelerated or called before their respective stated maturities;
- (8) Provision for the registration, transfer and exchange of the Bonds;
- (9) The creation of any reserve fund, sinking fund or other fund with respect to the Bonds;
- (10) The amount of any capitalized interest to be paid on the Bonds; and
- (11) The time and place of payment of the Bonds.

Section 6. Compliance with the Act. In connection with the issuance of the Bonds, the City hereby makes the following determinations:

- (a) that the amounts necessary in each year to pay the principal of and interest on the Bonds is dependent upon the rate of interest on the Bonds, but in any event shall not exceed the principal amount of the Bonds plus interest at the respective Maximum Rates;
- (b) that the Project is located within the corporate limits of the City;
- (c) that the terms of the Financing Documents and related security documents require that the Borrower will cause to be maintained, or maintain, the Project and will cause to be carried, or carry, all proper insurance with respect thereto and require the payment of all applicable taxes with respect thereto;
- (d) in reliance upon information provided by the Borrower, that the amounts required to be paid by the Borrower under the terms of the Financing Documents will be adequate to retire the Bonds; and
- (e) that proceeds from the issuance of the Bonds will be applied as set forth in the Financing Documents.

Section 7. Investments. To the extent the proceeds from the sale of the Bonds or any special funds from the revenues from the Project are required to be invested and reinvested for any period of time, such investments shall only be in securities and other investments that are permitted under, and made and held in accordance with, the terms of the Act, Section 11-57-214 of the Supplemental Act, the Indenture, the Loan Agreement, and the related federal tax certificates from the City and the Borrower.

Section 8. Additional Documents. The officers, employees and agents of the City shall take all action in conformity with the Act necessary or advisable to effectuate the issuance of the Bonds and the funding of the Loan and shall take all action necessary or advisable in conformity with the Act to finance the acquisition, construction, improvement and, equipping of the Project and for carrying out, giving effect to and consummating the transactions contemplated by this Ordinance and the Financing Documents, including the execution and delivery of appropriate closing documents, subject to the approval the City Attorney. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance. The Mayor and his designee(s) are hereby authorized to execute and deliver for and on behalf of the City any and all related agreements, certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance.

Section 9. No Pecuniary Liability. Nothing contained in this Ordinance or in the Bonds, the Financing Documents or any other instrument shall give rise to a pecuniary liability of, or a charge upon the general credit or taxing powers of the City, the State or any other county, municipality or political subdivision of the State. The breach by any party of any agreement

contained in this Ordinance, the Bonds, Financing Documents or any other instrument shall not impose any pecuniary liability upon, or a charge upon the general credit or taxing powers of the City, the State or any county, municipality or political subdivision of the State, none of which has the power to pay out of its general fund, or otherwise contribute, any part of the cost of financing the Project, or power to operate the Project as a business or in any manner.

Section 10. Supplemental Public Securities Act. Section 11-57-204 of the Supplemental Act provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The City Council of the City hereby elects to apply all of the provisions of the Supplemental Act to the Bonds.

Section 11. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or shall be construed to give to any person, other than the City, the Trustee and the Borrower, any legal or equitable right, remedy or claim under or with respect to this Ordinance or any covenants, conditions and provisions herein contained; this Ordinance and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the City, the Trustee and the Borrower.

Section 12. Immunity of Officers. No recourse for the payment of any part of the principal of, premium, if any, or interest on the Bonds, for the satisfaction of any liability arising from, founded upon or existing by reason of the issue, purchase or ownership of the Bonds, shall be had against any Member of the City Council, official, counsel, attorney, trustee, employee, financial advisor or agent of the City or the State, all such liability to be expressly released and waived as a condition of and as a part of the consideration for the issue, sale and purchase of the Bonds.

Section 13. Captions. The captions or headings in this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ordinance.

Section 14. Validity of Bonds. The Bonds shall contain a recital that such Bonds are issued pursuant to the Act and the Supplemental Act, and such recital shall be conclusive evidence of its validity and of the regularity of its issuance.

Section 15. Irrepealability. After the Bonds are issued, this Ordinance shall be and remain irrepealable until the Bonds and the interest thereon shall have been fully paid, canceled and discharged.

Section 16. Severability. If any section, paragraph, clause or provision of this Ordinance and the Financing Documents shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 17. Repealer of Measures. All acts, orders, resolutions, ordinances or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby

repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof heretofore repealed.

Section 18. Public Inspection. The City Council deems it appropriate that this Ordinance be published by title and summary prepared by the City Clerk and that this Ordinance be available for inspection and acquisition in the office of the City Clerk.

Section 19. Emergency Declaration; Effective Date. The City Council has been advised that in order for to secure the best interest rate on the Bonds, and to avoid possible increase in interest rates due to market volatility, it is necessary to issue the Bonds as soon as possible. Therefore, for said reason, the City Council declares that this Ordinance is necessary for the immediate preservation of public property, health, peace, or safety and an emergency exists. This Ordinance shall be effective immediately upon final passage and be published following final passage in accordance with applicable Enabling Laws.

INTRODUCED, READ, ADOPTED, AND ORDERED PUBLISHED AS AN EMERGENCY ORDINANCE BY THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF RIFLE BY A VOTE OF ____ IN FAVOR AND ____ AGAINST THIS 15TH DAY OF JANUARY, 2025.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

By _____
City Clerk

CITY OF RIFLE, COLORADO

REVENUE BONDS

(Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility,
Service Areas in Aspen, Glenwood Springs and Rifle, Colorado)

SERIES 2025A, TAXABLE SERIES 2025B; TAXABLE SUBORDINATE SERIES 2025C

BOND PURCHASE AGREEMENT

_____, 2025

City of Rifle,
202 Railroad Ave.
Rifle, Colorado 81650

Habitat Roaring Fork Valley, Inc.
53 Calaway Ct.
Glenwood Springs, Colorado 81601

Ladies and Gentlemen:

The undersigned, on behalf of D.A. Davidson & Co. (the “**Underwriter**”) hereby offers to enter into this Bond Purchase Agreement (this “**Bond Purchase Agreement**”) with the City of Rifle, Colorado (the “**Issuer**”), and Habitat Roaring Fork Valley, Inc. (the “**Borrower**”), which, upon the execution hereof by the Issuer, the Borrower, and the Underwriter, will become a binding agreement among the Issuer, the Borrower, and the Underwriter. This offer may be accepted by the Borrower by its execution hereof on or before 3:00 p.m., Denver, Colorado time, on _____, 2025. This offer may be accepted by the Issuer by the execution of this Bond Purchase Agreement by its Mayor in accordance with the parameters of the bond ordinance adopted by the governing body of the Issuer on January 15, 2025 (the “**Bond Ordinance**”) pursuant to which the Issuer delegated authority to the Mayor to approve the final principal amount, maturity dates, interest rates, mandatory sinking fund redemption amounts and redemption dates for the bonds, all within the parameters set forth in the Bond Ordinance.

The Issuer and the Borrower acknowledge and agree that (i) the transaction contemplated by this Bond Purchase Agreement is an arm’s-length commercial transaction among the Issuer, the Borrower and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a financial advisor of the Issuer or the Borrower; (iii) the Underwriter has not assumed a financial advisory responsibility in favor of the Issuer or the Borrower with respect to the transaction contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer or the Borrower on other matters) and the Underwriter has no obligation to the Issuer or the Borrower with respect to the transaction contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement; (iv) the Underwriter is acting solely in its capacity as underwriter for its own account;

(v) the Issuer and the Borrower have consulted their own legal, financial and other advisors to the extent it has deemed appropriate; and (vi) the Underwriter has financial and other interests that differ from those of the Issuer and the Borrower. For both subsections (ii) and (iii) herein, it is the Issuer's, the Borrower's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as Underwriter, a broker, dealer, municipal securities dealer or placement agent, advice is rendered to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities. The Underwriter hereby notifies the Issuer and the Borrower that it is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), it is not an agent of the Issuer or the Borrower, and it does not have a fiduciary duty to the Issuer or the Borrower in connection with the matters contemplated by this Bond Purchase Agreement.

1. **Purchase and Sale of the Bonds.** On the basis of the representations, warranties, covenants and agreements herein contained, but subject to the terms and conditions herein set forth, the Underwriter agrees to purchase from the Issuer, and the Issuer agrees to sell to the Underwriter, (i) the Issuer's Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Series 2025A (the "**Series 2025A Bonds**"), in an aggregate principal amount of \$_____ at a purchase price of \$[_____] (representing the par amount of the Series 2025A Bonds of \$[_____] plus net original issue premium of \$[_____] less an underwriting discount of \$[_____]), (ii) the Issuer's Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Taxable Series 2025B (the "**Series 2025B Bonds**" and, collectively with the Series 2025A Bonds, the "**Senior Bonds**"), in an aggregate principal amount of \$_____, at a purchase price of \$[_____] (representing the par amount of the Series 2025B Bonds of \$[_____] plus net original issue premium of \$[_____] less an underwriting discount of \$[_____]) and (iii) the Issuer's Subordinate Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Taxable Series 2025C (the "**Subordinate Bonds**" and collectively with the Senior Bonds, the "**Bonds**"), in an aggregate principal amount of \$_____, at a purchase price of \$[_____] (representing the par amount of the Subordinate Bonds of \$[_____] plus net original issue premium of \$[_____] less an underwriting discount of \$[_____]). The interest rates, maturity dates and mandatory sinking fund redemption amounts for the Bonds shall be as set forth in Exhibit A hereto. Further, the Bonds shall be subject to redemption by the Issuer upon the direction of the Borrower as provided in the Final Pricing Results, attached hereto as Exhibit A.

2. **Background.** The Bonds shall be dated as of _____, 2025 and shall bear interest, mature, be redeemable and otherwise be as described in the Indenture of Trust dated as of February 1, 2025 (the "**Indenture**"), by and between the Issuer and U.S. Bank Trust Company, as trustee thereunder (the "**Trustee**"). Proceeds of the Bonds will be loaned by the Issuer to the Borrower pursuant to a Loan Agreement dated as of February 1, 2025 (the "**Loan Agreement**"), by and between the Issuer and the Borrower. Capitalized terms used but not defined herein shall have the meanings set forth in the Indenture. The Bonds will be limited obligations of the Issuer and, as and to the extent set forth in the Indenture, will be payable from, and secured by all the right, title, and interest of the Issuer in and to (a) the Loan Agreement (except for Unassigned Rights), (b) the Senior Promissory Note of the Borrower (the "**Senior Note**"); (c) the Subordinate Promissory Note of the Borrower (the "**Subordinate Note**," and together with the

Senior Note, the “**Notes**”); (d) the “**Construction Documents**” (defined in the Loan Agreement as the Construction Contract, the Plans and Specifications; any necessary permits for construction for the construction of the Facility; contracts with any architects, engineers or consultants hired by the Borrower in connection with the Project; performance and payment bonds with respect to the Project; and any and all other documents executed by or furnished to the Borrower in connection with the acquisition, construction, equipping or installation of the Project), (e) the Gross Revenues, and (f) all the right, title, and interest of the Issuer in and to all cash proceeds and receipts arising out of or in connection with the sale of the Bonds and all money held by the Trustee in the funds created under this Indenture (except the Rebate Fund), (g) all the right, title, and interest of the Issuer in and to all money and securities and interest earnings thereon from time to time delivered to and held by the Trustee under the terms of the Indenture, (h) all the right, title, and interest of the Issuer in and to all money held by the Borrower in the Operating Expense Reserve Fund, and (i) all the right, title, and interest of the Issuer in and to all proceeds (cash and noncash) of any or all of the foregoing (collectively and as more particularly defined in the Indenture, the “**Trust Estate**”).

Additionally, in order to further secure the Borrower’s obligations under the Loan Agreement and the Notes, the Borrower has agreed to execute and deliver and enter into, as applicable, (i) a Leasehold Deed of Trust, Security Agreement and Fixture Filing, from the Borrower to the Trustee, granting a first mortgage lien in connection with the Senior Bonds and a subordinate mortgage lien in connection with the Subordinate Bonds on the Borrower’s right, title and interest in the real property portion of the Project and granting a first priority security interest in connection with the Senior Bonds and a subordinate security interest in connection with the Subordinate Bonds in all Fixtures and Equipment and personal property comprising the Project, and assigning and pledging the Borrower’s interest in the Income (as defined therein) from the Project, for the use and benefit of the Issuer, as security for the payments due under this Loan Agreement and the Notes (the “**Mortgage**”), (ii) a Collateral Assignment of Contract Documents dated as of _____, 2025 (the “**Collateral Assignment**”) from the Borrower to the Trustee, which includes, among others, an assignment of the Borrower’s rights, title and interest in (a) the Construction Contract and (b) an Agreement between EVstudio and the Client for Design Services dated February 2, 2024 (the “**Architect Contract**”) between EV Studio, LLC (the “**Architect**”) and the Borrower, and (iii) the Construction Monitor Agreement dated as of _____, 2025 among the Borrower, the Trustee and the Architect (the “**Construction Monitor Agreement**”). The Mortgage, the Collateral Assignment and Construction Monitor Agreement are referred to herein as the “**Security Documents**.”

3. The proceeds from the sale of the Bonds will be used by the Borrower for the following purposes: (i) the acquisition, construction, equipping and installation of a 65,000 square feet modular housing manufacturing facility located on approximately 10.5 acres leased by the Issuer to the Borrower (the “**Facility**”) pursuant to the Amended and Restated Ground Lease effective as of _____, 2025 (the “**Ground Lease**”) between the City of Rifle, Colorado, and the Borrower; (ii) the funding of a required debt service reserve fund for the Senior Bonds; (iii) the payment of certain capitalized interest on the Senior Bonds; (iv) the funding of the Operating Expense Revenue Fund to pay certain operating expenses of the Facility and (v) the payment of the costs of issuance of the Bonds.

4. **Delivery of Limited Offering Memorandum.** The Preliminary Limited Offering Memorandum, dated _____, 2025 (the “**Preliminary Limited Offering Memorandum**”) and the Limited Offering Memorandum in substantially the form of the Preliminary Limited Offering Memorandum dated _____, 2025 (the “**Limited Offering Memorandum**”) and use and distribution thereof by the Underwriter in connection with the offering of the Bonds have been approved by resolution of the Borrower. The Borrower shall deliver, or cause to be delivered to the Underwriter promptly after the acceptance hereof and in sufficient time to accompany any confirmation that requests payment from any customer (but, in any event, not later than the earlier of (i) seven (7) business days after the execution of this Bond Purchase Agreement; or (ii) on or before the Closing Date (as hereinafter defined)), copies of the Limited Offering Memorandum in such number as the Underwriter may reasonably request in order to permit the Underwriter to comply with the provisions of Rule 15c2-12 of the Securities and Exchange Commission, as amended (“**Rule 15c2-12**”), and the applicable rules of the Municipal Securities Rulemaking Board with respect to distribution to each customer, upon request, of a copy of the Limited Offering Memorandum, and the Underwriter agrees to distribute such Limited Offering Memorandums in compliance with Rule 15c2-12. The Borrower acknowledges that the Limited Offering Memorandum may be distributed in an electronic format. The Underwriter agrees to submit in portable document format a copy of the Limited Offering Memorandum to “EMMA,” the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System, with a portal at <http://emma.msrb.org>.

5. **Limited Issuer’s Participation.** The Underwriter and the Borrower acknowledge that, except for the information contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions “INTRODUCTION—The Issuer,” “THE ISSUER” and “LEGAL MATTERS—Pending and Threatened Litigation—*No Proceedings Against the Issuer*” (collectively, the “**Issuer Sections**”) the Issuer has not participated in the preparation of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and has made no investigation of the facts contained therein and assumes no responsibility for the sufficiency, accuracy or completeness of the Limited Offering Memorandum. It is further understood and agreed that no obligation of the Issuer contained in this Bond Purchase Agreement, the Bonds or the other Issuer Documents (defined below) shall give rise to any pecuniary liability of the Issuer and that the Bonds shall be payable solely from amounts pledged under the Indenture.

6. **Delivery of Payment.** The Underwriter will accept delivery of the Bonds and pay the purchase price thereof as set forth in Section 1 hereof by Federal Reserve System wire transfer in immediately available Federal funds or by any other form of immediately available Federal Funds on the Closing Date.

7. **Representations of the Issuer.** The Issuer represents to the Underwriter and the Borrower that:

- (a) The Issuer is a home-rule city and municipal corporation of the State of Colorado (the “**State**”). The Issuer is authorized under the County and Municipality Development Revenue Bond Act, constituting Article 3, Title 29, Colorado Revised Statutes, as amended (the “**Act**”) and the Colorado Supplemental Public Securities Act, constituting Article 57, Title 11, Section 201 et seq., Colorado Revised Statutes, as

amended (the “**Supplemental Act**”), to issue revenue bonds for the purposes set forth therein and to enter into this Bond Purchase Agreement, the Ground Lease, the Loan Agreement, the Indenture and the Tax Compliance Certificate, dated as of _____, 2025 (the “**Tax Compliance Certificate**”), by and between the Issuer and the Borrower, and to carry out its obligations hereunder and thereunder. This Bond Purchase Agreement, the Ground Lease, the Loan Agreement, the Indenture, the Tax Compliance Certificate and the Bonds, and any document executed by the Issuer related thereto shall be collectively referred to herein as the “**Issuer Documents**.”

(b) The Issuer has full legal right, power and authority (i) to adopt the Resolution, which authorized the issuance of the Bonds to finance the Project and the execution of Issuer Documents; (ii) to enter into the Issuer Documents; (iii) to finance the Project with proceeds of the Bonds; (iv) to issue, sell and deliver the Bonds to the Underwriter as provided herein; and (v) to carry out, consummate and give effect to all other transactions contemplated by each of the aforesaid documents to be carried out and consummated by the Issuer.

(c) The Issuer, as of the Closing Date, will have duly authorized (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Indenture; (ii) the execution, delivery and due performance of the Issuer Documents; and (iii) the taking of any and all such action by the Issuer as may be required by applicable laws of the State to carry out, give effect to and consummate the transactions contemplated by such documents.

(d) To the Issuer’s knowledge, there is no litigation pending or to the best of the Issuer’s knowledge threatened against the Issuer, with respect to which service or notice to the Issuer has been perfected or given, to restrain or enjoin the issuance and delivery of the Bonds, or contesting or questioning the validity of the Bonds or the proceedings and authority under which the Bonds have been authorized and are to be issued or delivered, or the pledge or application of any money or security provided for the payment of the Bonds. To the best knowledge of the Issuer, there is no litigation pending or threatened against the Issuer which questions the right of the Issuer to enter into the Issuer Documents or to issue the Bonds in the manner provided in the Indenture, the Act, the Supplemental Act and the Bond Ordinance.

(e) The adoption of the Bond Ordinance, the financing of the Project, and the execution and delivery of the Issuer Documents by the Issuer and all other agreements and instruments to which the Issuer is a party relating thereto, and the compliance with the provisions hereof and thereof, will not to the best of its knowledge violate any existing law or regulation or conflict with, result in a breach of any of the terms of or constitute a default under the any judgment, decree, order, statute, rule or regulation applicable to the Issuer or any indenture, mortgage, deed of trust, lease or other instrument to which the Issuer is a party or by which the Issuer is bound.

(f) Any closing certificate signed by any authorized official of the Issuer and delivered to the Underwriter shall be deemed to be a representation by the Issuer to the Underwriter as to the truth of the statements therein contained.

(g) As of the date of the Preliminary Limited Offering Memorandum and as of the date of this Bond Purchase Agreement and (unless an event occurs of the nature described in Sections 7(k) and (l) hereof) at all times subsequent thereto during the period from the date of this Bond Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Bonds (as determined in accordance with Section 14 hereof) the information contained in the Issuer Sections did not, do not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(h) If any information in the Issuer Sections is supplemented or amended with the Issuer's consent, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto during the period from the date of this Bond Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Bonds (as determined in accordance with Section 14 hereof) the information in the Issuer Sections as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(i) The information in the Issuer Sections in the Preliminary Limited Offering Memorandum is deemed final by the Issuer as of its date within the meaning of Rule 15c2-12, and the Issuer acknowledges the use by the Underwriter, prior to the date hereof, of the Preliminary Limited Offering Memorandum in connection with the offer and sale of the Bonds.

(j) The cost of financing the Project will be paid out of the proceeds of the Bonds and funds of the Borrower. No costs or expenses shall be borne by the Issuer in connection with the issuance of the Bonds, the preparation of any documents relating thereto, or any legal or financial consultants retained in connection therewith. The Bonds shall not constitute or become an indebtedness, a debt or a liability or a charge against the general credit or taxing power of the State, the General Assembly of the State, or of any county, city, city and county, town, school district, or other subdivision of the State or of any other political subdivision or body corporate and politic within the State other than the Issuer (but only to the extent of the revenues pledged in the Loan Agreement and the Indenture), and neither the State, the General Assembly of the State, nor any county, city, city and county, town, school district or other subdivision of the State, except the Issuer, to the extent provided above, shall be liable thereon; nor shall the Bonds constitute the giving, pledging or loaning of the faith and credit of the State, the General Assembly of the State or of any county, city, city and county, town, school district or other subdivision of the State or of any other political subdivision or body corporate and politic within the State; but the Bonds shall be payable solely from the funds pledged therefor. The issuance of the Bonds shall not, directly or indirectly or contingently, obligate the State or any subdivision of the State, nor empower the Issuer to levy or collect any form of taxes or assessments therefor or to create any indebtedness payable out of taxes or assessments therefor or make any appropriation for payment of the Bonds, and such appropriation or levy is prohibited.

8. **Representations of the Borrower.** In order to induce the Issuer and the Underwriter to enter into this Bond Purchase Agreement and to make the offer and sale of the Bonds, the Borrower represents to the Issuer and the Underwriter that:

(a) The Borrower shall provide such information, access to its properties and appropriate records and other cooperation, as may be reasonably requested in connection with the preparation, amendment and supplementation of the Limited Offering Memorandum until the Closing and for one hundred twenty (120) days after the Closing (as defined in Section 8 hereof) as, in the opinion of the Underwriter, may be required in connection with the offering of the Bonds and the preparation of the Limited Offering Memorandum.

(b) The Borrower is a validly organized and existing nonprofit corporation in good standing under the laws of the State and will obtain or cause to be obtained all necessary licenses, permits, accreditation and certifications required to carry on and operate the Project. The Borrower has all power and authority to consummate the transactions contemplated by this Bond Purchase Agreement and the Limited Offering Memorandum, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein. The Borrower has not received notice of any alleged violation and, to the best of its knowledge, the Borrower is not in violation of any zoning, land use or other similar law or regulation applicable to the Project which could adversely affect the Borrower's operation of the Project.

(c) The execution and delivery of the Ground Lease, the Loan Agreement, the Notes, the Tax Compliance Certificate, the Mortgage, the Collateral Assignment, the Construction Monitor Agreement, the Continuing Disclosure Agreement dated as of _____, 2025 between the Borrower and [dissemination agent] (the "**Continuing Disclosure Agreement**"), this Bond Purchase Agreement, the Limited Offering Memorandum, and the other agreements contemplated by this Bond Purchase Agreement, and the Limited Offering Memorandum (collectively, the "**Borrower Documents**"), the approval of the Borrower of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, the Indenture and the form of the Bonds, compliance by the Borrower with the provisions of any or all of the foregoing documents and the application of the proceeds of the Loan for the purposes described in the Limited Offering Memorandum do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Borrower is a party or by which the Borrower or any of its property is or may be bound.

(d) The Borrower has duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds by the Issuer upon the terms and conditions set forth herein, in the Preliminary Limited Offering Memorandum and in the Indenture and the approval of the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Bond Purchase Agreement, the Indenture and the form of the Bonds; and (ii) the execution, delivery and receipt of the Borrower Documents, and any and all such agreements, certificates and documents as may be required at the present time to be

executed, delivered and received by the Borrower in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Limited Offering Memorandum, including but not limited to such certifications as may be necessary to establish and preserve the exclusion from gross income for federal income tax purposes of interest on the Series 2025A Bonds.

(e) There is no litigation or proceeding pending or, to the best of the Borrower's knowledge, threatened against or affecting the Borrower that challenges the validity of the Borrower Documents or the validity of the transactions contemplated by this Bond Purchase Agreement and the Limited Offering Memorandum.

(f) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court or administrative body pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower, or to the knowledge of the Borrower, any meritorious basis therefor, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition of the Borrower, the Borrower's management of its properties, or the transactions contemplated by this Bond Purchase Agreement and the Limited Offering Memorandum, or would have an adverse effect on the validity or enforceability of the Bonds, the Indenture, the Loan Agreement, the Tax Compliance Certificate, the Mortgage or the Lease or which would in any way adversely affect the existence or power of the Borrower or which would in any way adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2025A Bonds.

(g) Each Borrower Document, when executed and delivered by the Borrower and any other parties thereto, will constitute the legal, valid and binding agreement of the Borrower enforceable against it in accordance with their respective terms; provided that the enforceability of each Borrower Document may be limited by bankruptcy, organization, insolvency and similar laws affecting the enforcement of creditors' rights and remedies generally, as applied in the event of bankruptcy, reorganization or insolvency of the Borrower and to equitable remedies. The Borrower has duly authorized all necessary action to be taken by it for the execution and delivery of each Borrower Document, and any and all other agreements and documents as may be required to be executed or delivered by it in order to effectuate the transactions contemplated herein and therein.

(h) Other than as disclosed in the Limited Offering Memorandum, (i) the Borrower has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business, and (ii) there has been no material adverse change in the business, financial position, prospects or results of operation of the Borrower, which would adversely affect the ability of the Borrower to perform its obligations pursuant to the Borrower Documents.

(i) The Borrower has not received any written notice of an alleged violation and to its knowledge is not in violation of any zoning, land use or other similar law or regulation applicable to the Project, which would have, or would reasonably be expected to have a Material Adverse Effect. For purposes of this Purchase Agreement, a "**Material Adverse Effect**" means any material adverse change, or any development involving a

prospective material adverse change, whether or not arising from transactions in the ordinary course of business, in or affecting (i) the business, properties, general affairs, management, financial position, stockholders' equity or results of operations of the Borrower and its subsidiaries, taken as a whole, other than as set forth or contemplated in the Limited Offering Memorandum; or (ii) the ability of the Borrower to perform in all material respects its obligations under, the Borrower Documents; or (iii) the issuance of the Bonds.

(j) No approvals, permits, consents, authorizations, certifications, or other orders not already obtained are required as of the date hereof by the Borrower from any governmental agency, authority, board, or commission having jurisdiction which could materially affect (A) the performance by the Borrower of its obligations under the Borrower Documents or (B) the leasing, acquisition, construction, or operation of the Project, except for approvals, permits, consents, authorizations, certifications, or other orders (i) described in the Limited Offering Memorandum as not having been obtained, (ii) not of material significance to the Project, or (iii) customarily granted in due course after application therefor and expected to be obtained without material difficulty, cost or delay.

(k) All permits (including building permits), licenses, and authorizations necessary for the leasing, ownership and operation of the Project in the manner contemplated by the Limited Offering Memorandum and each of the Borrower Documents have been obtained or are expected to be obtained, and said leasing, ownership and operation are not, to the best knowledge of the Borrower, in conflict with any zoning or similar ordinance applicable to the Project. The Borrower has not received any written notice or otherwise have actual knowledge of proceedings relating to the revocation or modification of any permits, licenses or authorizations with respect to the Project, except where the failure to possess or where any such revocation, modification or non-renewal of the same would not, individually or in the aggregate, have a Material Adverse Effect.

(l) The Borrower carries or will carry, or is covered by or will be covered by, on the Closing date, insurance from insurers of recognized financial responsibility in such amounts and covering such risks as is generally deemed adequate and customary for companies engaged in similar businesses in similar industries. All such policies of insurance are, or will be on the Closing date, be, in full force and effect; the Borrower is in compliance with the terms of such policies in all material respects and the has not received written notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance.

(m) Except as described in the Limited Offering Memorandum, the Borrower and the Project (i) is, and at all times prior hereto was, in compliance in all material respects with all laws, regulations, ordinances, rules, orders, judgments, decrees, permits or other legal requirements of any governmental authority, including without limitation any international, foreign, national, state, provincial, regional, or local authority, relating to pollution, the protection of human health or safety relating to hazardous materials, the environment, or natural resources, or to use, handling, storage, manufacturing, transportation, treatment, discharge, disposal or release of hazardous or toxic substances or

wastes, pollutants or contaminants (“**Environmental Laws**”) applicable to it, which compliance includes, without limitation, obtaining, maintaining and complying with all permits and authorizations and approvals required by Environmental Laws to conduct its business, and (ii) has not received written notice or otherwise have knowledge of any actual or alleged material violation of Environmental Laws, or of any actual or potential material liability for or other material obligation arising out of the presence, disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants. Except as described in the Limited Offering Memorandum, (i) there are no proceedings that are pending against the Borrower under Environmental Laws in which a governmental authority is also a party, in which the Borrower reasonably believe that monetary fines or sanctions of \$100,000 or more could be imposed, (ii) the Borrower is not aware of any proposed or pending Environmental Laws which it reasonably believes will have a material and adverse impact on the Borrower within the next one (1) year, and (iii) the Borrower does not reasonably anticipate that it will incur material capital expenditures relating to compliance with or liabilities or obligations under applicable Environmental Laws within the next one (1) year, beyond those already budgeted to maintain compliance with such Environmental Laws.

(n) Except for any obligations described in the Limited Offering Memorandum and the Borrower Documents, the Borrower has not incurred any material liability, direct or contingent, nor, since the date of the Limited Offering Memorandum, has there been any Material Adverse Effect.

(o) Upon the execution and delivery thereof, the Mortgage and other Security Documents will be effective to create legally valid and enforceable liens having, subject to legally required recordings and filings, the priorities as contemplated by the Mortgage and the other Security Documents on the collateral described therein and all necessary recordings and filings will be recorded and filed on or prior to the Closing Date, provided that with respect to the Mortgage, arrangements will be made to cause the Mortgage to be recorded and filed on or promptly following the Closing Date, such that it will constitute valid, perfected security interests in such collateral, subject only to Permitted Encumbrances.

(p) At the Closing, no liens, if any, will then be existing and encumber the Project (other than Permitted Liens).

(q) The Borrower is not in breach of or in default under any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease, sublease or other instrument to which the Borrower is a party or by which the Borrower or its property is bound and no event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder, in either case in any manner or to any extent which could have a material adverse effect on the financial condition of the Borrower, the Borrower’s management of its properties or the transactions contemplated by this Bond Purchase Agreement and the Limited Offering Memorandum, or have an adverse effect on the validity or enforceability in accordance with their respective terms of the Bonds, the Loan Agreement, the Tax Compliance Certificate, the Security Documents, Ground Lease or the Indenture or in any way materially adversely affect the existence or powers of the Borrower or in any way

adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2025A Bonds.

(r) The information contained in the Preliminary Limited Offering Memorandum relating to (i) the Borrower; (ii) the application of the proceeds of sale of the Bonds; and (iii) the participation by the Borrower in the transactions contemplated by this Bond Purchase Agreement and in the Preliminary Limited Offering Memorandum was, as of its date, and is, as of the date of this Bond Purchase Agreement, true and correct in all material respects. Except for the Issuer Sections, the section titled “UNDERWRITING” and information relating to the Depository Trust Company (collectively, “**Excluded Sections**”) as to which no representation is being made, the Preliminary Limited Offering Memorandum did not as of its date and does not as of the date of this Bond Purchase Agreement contain any untrue statement of a material fact, and the Preliminary Limited Offering Memorandum did not as of its date and does not as of the date of this Bond Purchase Agreement omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(s) The information to be contained in the Limited Offering Memorandum relating to (i) the Borrower; (ii) the application of the proceeds of sale of the Bonds; and (iii) the participation by the Borrower in the transactions contemplated by this Bond Purchase Agreement and in the Limited Offering Memorandum are, as of its date, and will be, as of the date of Closing, true and correct in all material respects. Except for the Excluded Sections as to which no representation is being made, the Limited Offering Memorandum will not as of its date and as of the date of Closing contain any untrue statement of a material fact, and the Limited Offering Memorandum will not as of its date and as of the date of Closing omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(t) If the Limited Offering Memorandum is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto during the period from the date of this Bond Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Bonds (as determined in accordance with Section 14 hereof) the information in the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(u) If during the period from the date of this Bond Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Bonds (as determined in accordance with Section 14 hereof) the Borrower becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to

make the statements contained therein, in the light of the circumstances under which they were made, not misleading, it shall notify the Underwriter and the Issuer, and if in the reasonable opinion of the Underwriter such fact or event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the Borrower will with the consent of the Issuer, at its expense, supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter and furnish to the Underwriter (i) a reasonable number of copies of the supplement or amendment, and (ii) if such notification shall be subsequent to the Closing Date, such legal opinions, certificates, instruments, and other documents as the Issuer and the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum.

(v) The Borrower will not take or omit to take any action which will cause the proceeds from the Loan to be applied or result in such proceeds being applied in a manner other than as provided in the Indenture, the Loan Agreement, the Tax Compliance Certificate and the Ground Lease.

(w) If between the date of this Bond Purchase Agreement and the date of the Closing any event shall occur that might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact that should be stated therein or is necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, the Borrower shall notify the Issuer and the Underwriter, and if, in the reasonable opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the Borrower shall cause the Limited Offering Memorandum to be amended or supplemented in a form and in a manner approved by the Issuer and the Underwriter.

(x) The Borrower hereby authorizes and ratifies the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, including all amendments and supplements thereto consented to by the Borrower, by the Underwriter in connection with the public offer and sale of the Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offer and sale of the Bonds.

(y) The Borrower agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offer and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, that, the Borrower shall not be required with respect to the offer or sale of the Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction in which such consent may be required by law or regulation so that the Bonds may be offered or sold. The Borrower consents to the use of the Preliminary Limited Offering Memorandum by the Underwriter in obtaining such qualification.

(z) Each representation, warranty or agreement stated in any certificate signed by any officer of the Borrower and delivered to the Issuer or the Underwriter at or before

the Closing shall constitute a representation, warranty or agreement by the Borrower upon which the Issuer and the Underwriter shall be entitled to rely.

(aa) The statements in the Preliminary Limited Offering Memorandum relating to the Borrower's past compliance with Rule 15c2-12 are accurate in all material respects. Except as described in the Preliminary Limited Offering Memorandum, the Borrower has not failed to comply in all material respects with each continuing disclosure undertaking previously entered into by it pursuant to Rule 15c2-12 within the past five years. [confirm whether the Borrower has previously entered into such undertakings]

(bb) The Borrower covenants and agrees to enter into the Continuing Disclosure Agreement to provide ongoing disclosure about the Borrower, for the benefit of the registered and beneficial owners of the Bonds on or before the date of delivery of the Bonds as required by Section (b)(5)(i) of Rule 15c2-12, in the form attached to the Limited Offering Memorandum, with such changes as may be agreed to in writing by the Underwriter.

9. **Delivery of the Bonds.** At the offices of Hogan Lovells US LLP, 1601 Wewatta Street, Suite 900, Denver, Colorado 80202, at 9:00 a.m., Denver time, on _____, 2025, or at such other time or location or on such earlier or later date as you and we mutually agree upon (the "**Closing**" or the "**Closing Date**"), the Issuer will deliver or cause to be delivered to the Underwriter the Bonds, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds, subject to the terms and conditions set forth herein. The Bonds so to be delivered will be in fully registered form in such authorized denominations and registered in such name as the Underwriter may specify.

10. **Establishment of Issue Price.**

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2025A Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2025A Bonds.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2025A Bonds (the "**10% test**") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2025A Bonds. If the 10% test has not been satisfied as to any maturity of the Series 2025A Bonds as of the execution of this Bond Purchase Agreement, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2025A Bonds of that maturity to the public. That reporting obligation shall continue,

whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Series 2025A Bonds of that maturity or until all Series 2025A Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Series 2025A Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2025A Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**hold-the-offering-price rule**”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2025A Bonds, the Underwriter will neither offer nor sell unsold Series 2025A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2025A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of that maturity of the Series 2025A Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Series 2025A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Series 2025A Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Series 2025A Bonds of that maturity or all Series 2025A Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2025A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Series 2025A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the

related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2025A Bonds.

(e) The Underwriter acknowledges that sales of any Series 2025A Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2025A Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2025A Bonds to the public),

(iii) a purchaser of any of the Series 2025A Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

11. **Limited Offering Memorandum.** During the initial public offering of the Bonds (a period concluding twenty-five (25) days following the End of the Underwriting Period for the Bonds), the Borrower and the Issuer will (a) not consent to the distribution of any amendment of or supplement to the Limited Offering Memorandum to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by counsel for the Underwriter; and (b) if any event shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Limited Offering Memorandum in order to make the Limited Offering Memorandum not misleading in light of the circumstances existing at the time it is delivered to a purchaser, consent to the distribution of an amendment of or supplement to the Limited Offering Memorandum, prepared without expense to the Issuer (in form and substance

satisfactory to the Underwriter) in a reasonable number of copies which will amend or supplement the Limited Offering Memorandum so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Limited Offering Memorandum is delivered to a purchaser, not misleading. Any amendment of or supplement to the Limited Offering Memorandum to be distributed pursuant to this Section shall contain a statement that the Issuer has neither participated in the preparation thereof nor made any independent investigation of the facts contained therein and a statement that the Issuer does not assume any responsibility for the sufficiency, accuracy or completeness of the information contained therein.

12. Conditions to the Obligations of the Underwriter; Other Conditions. The obligation of the Underwriter to purchase and pay for the Bonds will be subject to the accuracy of the representations on the part of the Issuer and the Borrower herein; to the accuracy of the statements of officials of the Issuer and of officers of the Borrower made pursuant to the provisions hereof; to the performance by the Issuer and the Borrower of their respective obligations hereunder; to the accuracy and completeness of the representations and certifications of the Borrower in the Borrower Documents; and to the following additional conditions:

(a) The Issuer Documents and the Borrower Documents shall have been duly authorized, executed and delivered by the respective parties thereto and shall be in full force and effect with only such changes therein as may be approved by the Underwriter.

(b) Subsequent to the date of this Bond Purchase Agreement and prior to the Closing Date:

(i) there shall not have occurred any material change, or any development involving a prospective material change in, or affecting the business or properties of the Borrower which in the judgment of the Underwriter, materially and adversely affects the investment quality of the Bonds; and

(ii) the market price of the Bonds, or the general market price of general credit or revenue obligations issued by states or political subdivisions thereof, or the market price of revenue obligations of the character of the Bonds shall (in the reasonable judgment of the Underwriter) not have been materially and adversely affected by reason of the fact that:

(A) (1) legislation shall have been enacted by either House of the Congress of the United States, or favorably reported for passage to either House of the Congress of the United States by any committee of such House to which such legislation has been referred for consideration; or (2) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court; or (3) an order, ruling or regulation shall have been made by the Treasury Department of the United States or the Internal Revenue Service, in each such case with the purpose or effect, directly or indirectly, of causing the interest on the Series 2025A Bonds to become included in the gross income

of the holders thereof for federal income tax purposes or upon such income as would be received by the Issuer under the Loan Agreement; or

(B) a stop order, ruling, regulation or Limited Offering Memorandum by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of the Bonds or obligations of the general character of the Bonds, including all the underlying obligations, as contemplated hereby or by the Limited Offering Memorandum is in violation or would be in violation of any provisions of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or the registration provisions of the Securities Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect; or

(C) legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that the Bonds or obligations of the general character of the Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(D) there shall have occurred (1) the closing of the New York Stock Exchange, or (2) the general suspension of trading on the New York Stock Exchange, or (3) the establishing of a general banking moratorium by federal, Colorado or New York State authorities;

(E) any event occurs or state of facts exists which makes untrue or incorrect in any material respect, as of the date of such event or state of facts, any statement or information contained in the Limited Offering Memorandum, or which requires the addition of any information in the Limited Offering Memorandum in order to make the statements and information contained therein not misleading in any material respect as of the Closing Date; or

(F) there shall have occurred (1) a downgrade of the sovereign debt rating of the United States by any major credit rating agency or (2) a payment default on United States Treasury obligations, which in the reasonable opinion of the Underwriter materially adversely affects the marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds.

(c) Subsequent to the date hereof and prior to the Closing Date, no order, decree or injunction of any court of competent jurisdiction, and no order, ruling, regulation or administrative proceeding by any governmental body or board, shall have been issued or commenced, and no legislation shall have been enacted, with the purpose or effect of prohibiting the issuance, offering or sale of the Bonds as contemplated hereby or by the Limited Offering Memorandum or the execution of or performance of this Bond Purchase Agreement, the Corporate Undertaking, the Indenture, the Loan Agreement, the Mortgage, the Tax Compliance Certificate or the Ground Lease in accordance with their terms.

(d) The Underwriter shall have received the following documents:

(i) the approving opinion of Hogan Lovells US LLP, dated the date of Closing and addressed to the Issuer, the Trustee and the Underwriter, in the form attached to the Limited Offering Memorandum

(ii) the supplemental opinion of Hogan Lovells US LLP, dated the date of Closing and addressed to the Issuer and the Underwriter, in form and substance satisfactory to the Issuer and the Underwriter;

(iii) the Underwriter's counsel opinion of Ballard Spahr LLP, dated the date of Closing and addressed to the Underwriter, in form and substance satisfactory to the Underwriter;

(iv) the opinion of Fennemore Craig, P.C, counsel to the Borrower, dated the date of Closing and addressed to the Issuer, Bond Counsel, the Trustee and the Underwriter, in substantially the form attached hereto as Exhibit C;

(v) the opinion of Karp Neu Hanlon, P.C., general counsel for the Issuer, dated the date of Closing and addressed to the Issuer, the Borrower and the Underwriter, in substantially the form attached hereto as Exhibit D;

(vi) certificates of the Issuer and the Borrower satisfactory to the Underwriter and Bond Counsel as to the accuracy of all representations and warranties contained herein as of the date hereof and as of the Closing Date and as to the performance by the Issuer and the Borrower of all of their obligations hereunder to be performed at or prior to the Closing Date;

(vii) specimen of the Bonds;

(viii) copies of each of the Issuer Documents, Security Documents and Borrower Documents duly executed by the parties thereto;

(ix) copy of the resolution of the Borrower approving and authorizing the execution and delivery of the Borrower Documents, authorizing the use of the Limited Offering Memorandum and approving the transactions contemplated by the Limited Offering Memorandum and this Bond Purchase Agreement;

(x) a copy of the Bond Ordinance approving and authorizing the execution and delivery of the Issuer Documents, the issuance of the Bonds and financing of the Project;

(xi) a certificate of the Colorado Secretary of State as to the good standing of the Borrower under the laws of the State;

(xii) a copy of the executed Internal Revenue Service Form 8038;

(xiii) a pro-forma lender's title insurance policy and a pro-forma owner's title policy with respect to the site on which the Project is located satisfactory to the Underwriter; evidence satisfactory to the Underwriter that the Project site is free of hazardous materials, including without limitation, a Phase I Environmental assessment; copies of the licenses and permits issued to the Borrower to construct and operate the Project to the extent issued on the Closing Date;

(xiv) certified copies of, or binder for, or other evidence reasonably satisfactory to the Underwriter of each of the insurance policies required by the Borrower Documents, together with evidence satisfactory to the Underwriter, that such insurance complies with the provisions of the Borrower Documents, and that all premiums then due with respect to such insurance have been paid;

(xv) Investor letters, in substantially the forms attached as Appendix ___ to the Limited Offering Memorandum, executed by each investor in the Bonds solely with changes agreed to by the Underwriter;

(xvi) evidence reasonably satisfactory to the Underwriter and its counsel that (a) the Mortgage shall have been delivered to a title company for due recordation as a Mortgage of real estate, and any required filings with respect to personal property and fixtures subject to the lien of the Leasehold shall have been delivered to a title company for filing, in each place in which such recording or filing is required to provide notice of the lien of the Mortgage as a valid and enforceable lien and as a valid and enforceable security interest in the personal property and fixtures covered or purported to be covered by the Mortgage, with the priority purported to be created thereby, (b) all financing statements shall have been delivered for filing, recordation or registration in each office and in each jurisdiction where required to create and perfect a valid and enforceable security interest in the collateral covered or purported to be covered by the Borrower Documents, with the priority purported to be created thereby, or arrangements for such filing, recordation or registration on the Closing Date reasonably acceptable to the Underwriter and its counsel have been made, and (c) all taxes and recording and filing fees required to be paid with respect to the execution, recording or filing of the Mortgage and the financing statements shall have been paid or provided for by the Borrower;

(xvii) a copy of the Blanket Letter of Representations of the Issuer, executed by the Issuer;

(xviii) all sources of funding required to be obtained (including the Letters of Credit during construction) on the Closing Date as specified in the Limited Offering Memorandum shall have been obtained in the amounts specified therein;

(xix) evidence of holding of the public hearing (including a TEFRA hearing) and of the approval by the City and such other parties as required by law of the issuance of the Bonds pursuant to Section 147(f) of the Code;

(xx) a copy of the building permit issued by the City for the construction of the Facility;

(xxi) a copy of soil disturbance permit issued by the Colorado Department of Public Health and Environment with respect to the Project; and

(xxii) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

If the Issuer and the Borrower shall be unable to satisfy the conditions to the Underwriter's obligations in this Bond Purchase Agreement (unless such provisions are otherwise waived by the Underwriter) or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and none of the Underwriter, the Borrower nor the Issuer shall have any further obligations hereunder except as provided in Sections 13, 14 and 15 hereof.

13. **Expenses.** All expenses and costs of the Issuer incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriter, including, without limitation, the costs of printing of the Bonds, advertising costs, the costs of printing, duplicating and mailing the Limited Offering Memorandum, the fees of consultants and rating agencies, CUSIP fees, fees of The Depository Trust Company, the initial fees of the Trustee in connection with the issuance of the Bonds and the fees and expenses of Bond Counsel, the Issuer, counsel for the Issuer, counsel for the Underwriter and counsel for the Borrower shall be paid by the Borrower. All travel and similar out-of-pocket expenses of the Underwriter, shall be paid by the Underwriter. If the Underwriter terminates this Bond Purchase Agreement for a reason other than a reason permitted hereunder, and if at the time of such termination the Issuer and the Borrower have satisfied the conditions to the Underwriter's obligations contained herein, the Underwriter agrees to pay all out-of-pocket expenses incurred by the Issuer and the Borrower, including reasonable attorneys' fees and disbursements, which relate to the financing, such payment by the Underwriter shall constitute full liquidated damages for such termination and for any and all defaults on the part of the Underwriter and shall constitute a full release and discharge of all claims and damages for such termination and for any and all such defaults.

14. **Indemnification.** The Borrower agrees to indemnify and hold harmless the Underwriter and the Issuer, any current, former or future member, director, officer, agent, official or employee of or counsel to the Underwriter and the Issuer and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Underwriter through the ownership of voting securities, by contract or otherwise, or of the Issuer, pursuant to the Act or the Issuer's regulations or bylaws, or who controls the Underwriter or the

Issuer within the meaning of Section 15 of the Securities Act of 1933, as amended, including, without limitation, the State, and each and all and any of them (the “**Indemnified Parties**”), from and against any and all losses, claims, damages, liabilities or actions to the extent that such losses, claims, damages, liabilities, actions or expenses (including any legal or other expenses incurred by them in connection with investigating any claims against them and defending any actions) whatsoever caused by or based upon any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum or caused by any omission or alleged omission from the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, except, with respect to the Issuer, for any liability arising as a result of information contained under the Issuer Sections and except, with respect to the Underwriter, for any liability arising as a result of information contained under the captions “UNDERWRITING” and “DEBT SERVICE REQUIREMENTS,” or with respect to the maturities, interest rates and prices of the Bonds listed on the cover page of the Limited Offering Memorandum, and to reimburse the Indemnified Parties for any legal or other expenses reasonably incurred by them in defending any such action, including but not limited to any reasonable attorneys’ fees.

The Underwriter agrees to the extent permitted by law to indemnify and hold harmless the Issuer and the Borrower, any current, former or future member, director, officer, agent, official or employee of or counsel to the Issuer and the Borrower and each person, if any, who controls the Issuer and the Borrower within the meaning of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, including, without limitation, the State (also “**Indemnified Parties**”), against any loss, claim, damage, liability, action or expense arising out of or based upon any allegation that (i) any of the information in or in connection with the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum contained under the captions “UNDERWRITING” and “DEBT SERVICE REQUIREMENTS” or with respect to the maturities, interest rates, CUSIP numbers and prices of the Bonds listed on the cover page of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum contains an untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; (ii) any statement, representation or information made or supplied by the Underwriter in connection with the offer or sale of the Bonds other than pursuant to the Limited Offering Memorandum includes any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; or (iii) the Underwriter failed to comply with any registration requirements of the Underwriter applicable to the Underwriter or the Bonds under any securities or “blue sky” laws of any jurisdiction in which such registration or qualification is required or any failure by the Underwriter to deliver the Limited Offering Memorandum, following delivery to the Underwriter, to purchasers of the Bonds in accordance with Rule 15c2-12, and to reimburse the Issuer and the Borrower for any legal or other expenses reasonably incurred by them in defending any such action, including but not limited to reasonable attorneys’ fees.

In case any action shall be brought against the Indemnified Parties in respect of which the Borrower or the Underwriter, as the case may be, is or are required to indemnify the Indemnified Parties pursuant to the provisions of the preceding paragraphs, the Indemnified Parties shall

promptly notify the Borrower or the Underwriter, as the case may be, in writing and the Borrower or the Underwriter, as the case may be, shall assume the defense thereof, including the employment of counsel and the payment of all expenses. Any Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof if such Indemnified Party reasonably concludes that a potential conflict of interest exists between them and the Issuer, the Borrower or the Underwriter, as the case may be, or in the event the indemnifying party fails to promptly assume the defense thereof but the fees and expenses of such counsel shall be at the expense of the party providing the indemnity. The Borrower or the Underwriter, as the case may be, shall not be liable for any settlement of any such action effected without the consent of such party, but if settled with the consent of such party, or if there be a final judgment for the plaintiff in any such action, the Borrower or the Underwriter, as the case may be, agrees to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment, including but not limited to reasonable attorneys' fees.

15. Determination of End of Underwriting Period. For purposes of this Bond Purchase Agreement, the "End of the Underwriting Period" for the Bonds shall mean the later of (a) the Closing Date, unless the Issuer and the Borrower have been notified in writing to the contrary by the Underwriter on or prior to the Closing Date; or (b) the date on which the End of the Underwriting Period for the Bonds has occurred under Rule 15c2-12; provided, however, that the Issuer and the Borrower shall be entitled to treat as the End of the Underwriting Period for the Bonds the date specified in the notice from the Underwriter stating the date which is the End of the Underwriting Period. Unless otherwise notified in writing by the Underwriter by the Closing Date, the Issuer and the Borrower can assume that the "End of the Underwriting Period" for purposes of Rule 15c2-12 shall be the Closing Date.

The Issuer and the Borrower may request from the Underwriter from time to time, and the Underwriter shall provide to the Issuer and the Borrower upon such request, such information as may be reasonably required in order to determine whether the End of the Underwriting Period for the Bonds has occurred under Rule 15c2-12 with respect to the unsold balances of Bonds that were originally sold to the Underwriter for resale to the public and which are held by the Underwriter for resale to the public.

16. Survival of Certain Representations and Obligations. The respective agreements, representations and other statements of the Issuer and the Borrower, of their respective officials or officers and of the Underwriter set forth in or made pursuant to this Bond Purchase Agreement, including the indemnification provisions provided herein, will remain in full force and effect, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Underwriter, the Issuer or the Borrower and will survive delivery of and payment for the Bonds. If for any reason the purchase of the Bonds by the Underwriter is not consummated, the Borrower shall remain responsible to pay, or cause to be paid, the expenses to be paid or reimbursed by it pursuant to Section 12 hereof (provided, however, that if the Underwriter has failed to consummate such purchase for a reason not permitted hereunder, the Underwriter shall remain responsible as provided in the last sentence of Section 12 hereof).

17. Notices. All communications hereunder will be in writing, and, if sent to the Underwriter, will be mailed, delivered or facsimiled and confirmed to it at 1550 Market Street, Suite 300, Denver, Colorado 80202 or, if sent to the Issuer or the Borrower, will be mailed,

delivered or facsimiled and confirmed to them at their respective addresses described in the Indenture.

18. **Successors.** This Bond Purchase Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, and no other person will have any right or obligation hereunder.

19. **Counterparts and Electronic Signatures.** This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument. Any individual or individuals who are authorized to execute this Bond Purchase Agreement are hereby authorized to execute this Bond Purchase Agreement electronically via facsimile or email signature pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Bond Purchase Agreement shall carry the full legal force and effect of any original, handwritten signature.

20. **Governing Law.** The validity, interpretation and performance of this Bond Purchase Agreement shall be governed by the laws of the State and the laws of the United States of America.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have set their hands as of the date set forth above.

D.A. DAVIDSON & CO.

By _____
Managing Director
Date: _____, 2025
Time: _____ p.m.

HABITAT ROARING FORK VALLEY, INC.

By _____
Chief Executive Officer

CITY OF RIFLE, COLORADO

By: _____
Name: Sean Strode
Title: Mayor

[Signature Page to the Bond Purchase Agreement]

EXHIBIT A
RESULTS OF FINAL PRICING

[Results of Final Pricing are Attached]

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

[BOND COUNSEL TO PROVIDE PREFERRED FORM]

SCHEDULE A
SALE PRICES OF THE BONDS

SCHEDULE B
PRICING WIRE

EXHIBIT C

**OPINION OF FENNEMORE CRAIG, P.C,
COUNSEL TO THE BORROWER**

EXHIBIT D

**OPINION OF KARP NEU HANLON, P.C.,
GENERAL COUNSEL FOR THE ISSUER**

**AMENDED AND RESTATED
CITY OF RIFLE/HABITAT FOR HUMANITY
MODULAR HOUSING PRODUCTION FACILITY SITE
GROUND LEASE**

THIS AMENDED AND RESTATED CITY OF RIFLE/HABITAT FOR HUMANITY MODULAR HOUSING PRODUCTION FACILITY SITE GROUND LEASE, is entered into effective this 15th day of January, 2025 (“Lease”), by and between the City of Rifle, Colorado, a Colorado home rule municipality whose address is 202 Railroad Avenue, P.O. Box 1908, Rifle, Colorado 81650 (“Lessor” or “the City”), and Habitat for Humanity of the Roaring Fork Valley, Inc., a Colorado nonprofit corporation whose address is 53 Calaway Court, Glenwood Springs, Colorado 81601 (“Habitat”).

W I T N E S S E T H:

WHEREAS, the City is the owner of certain property known as and referred to herein as the “Rifle Property” as generally shown on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, the City and Habitat entered into that certain City of Rifle/Habitat For Humanity Modular Housing Production Facility Site Ground Lease dated July 10, 2023 (the “Original Lease”), pursuant to which the City leased a portion of the Rifle Property to be known and referred to as the “Leased Premises”, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference, to Habitat for the purpose of constructing a Modular Housing Production Facility;

WHEREAS, Habitat intends to finance its acquisition, construction, equipping, and installation of the Modular Facility (as hereinafter defined), along with all reserve funds and the payment of certain capitalized interests thereon, through revenue bonds designated “City of Rifle Revenue Bonds (Habitat for Humanity of the Roaring Fork Valley, Inc. Modular Housing Production Facility Project, Service Areas in Aspen and Glenwood Springs, Colorado) Series 2025, dated as of the date of delivery, in the aggregate principal amount of [REDACTED] (\$[REDACTED]) (the “Series 2025 Bonds”), to be issued pursuant to (i) that certain Loan Agreement to be entered into by and between the City and Habitat (the “Loan Agreement”) and (ii) that certain Indenture of Trust to be entered into by and between the City, as “Issuer”, and U.S. BANK TRUST COMPANY, a national banking association duly organized, existing and authorized to accept and execute trusts of the character therein set out under and by virtue of the laws of the United States of America, with a corporate trust office located in Denver, Colorado, as “Trustee” (such Indenture of Trust being referred to herein as the “Indenture”).

WHEREAS, the parties desire to set forth amended and restated terms and conditions of the Original Lease.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties

hereto agree as follows:

SECTION I THE MODULAR FACILITY

This Lease is entered into by the parties to facilitate Habitat's construction of a Modular Housing Production Facility (the "Modular Facility"). The Modular Facility will encompass up to 65,000 square feet of floor area and shall be designed and operated to produce modular housing units for installation in Habitat workforce housing projects in Western Colorado and for sale to third parties solely for installation in other deed restricted workforce housing developments in Western Colorado. Although design of the Modular Facility will be at Habitat's discretion, Habitat has worked closely with the City to develop a mutually agreeable site plan and architectural drawings that correspond with the City's long-term vision for the Rifle Property. Habitat acknowledges and agrees to abide by all City of Rifle ordinances and regulations regarding design, zoning and construction together with applicable Federal and State regulations and guidelines. Operation of the Modular Facility shall include opportunities for workforce training in cooperation with BOCES or similar educational and job training organizations. Subject to the terms hereof, Habitat agrees and covenants to use and occupy the Leased Premises only for the purposes stated in this Section or as allowed in Section XVI, below (collectively, such uses permitted hereunder being hereinafter referred to as the "Permitted Business"). The parties agree and acknowledge that the City's inducement to enter into this Lease is Habitat's non-profit status, its mission to assist the housing shortage in the region and the public benefits associated with the Facility.

SECTION II LEASED PREMISES

The City hereby leases unto Habitat for the term and upon the rentals, fees, charges and conditions hereinafter stated the Leased Premises situate in the City of Rifle, County of Garfield, and State of Colorado as shown on Exhibit B (the "Leased Premises"). Upon the completion of construction of the foundation for the Modular Facility, an exhibit showing the actual location of the Modular Facility and adjacent parking and staging areas on the Leased Premises shall be prepared by Habitat and appended to this Lease as Exhibit C. Appurtenant to the Leased Premises, the City hereby further grants to Habitat a right of access across the Rifle Property from adjacent public rights-of-way to the Leased Premises. Further, appurtenant to the Leased Premises, Lessor hereby grants a temporary construction easement reasonably necessary for the construction of the Modular Facility. The parties will negotiate in good faith the details and extent of the temporary construction easement to facilitate Habitat's construction and memorialize such by separate instrument, if necessary.

SECTION III IMPROVEMENTS

A. Improvements to Leased Premises

Habitat shall, at its own cost and expense, design and construct any site improvements that are necessary to accommodate the construction and operation of the Modular Facility in compliance with the Rifle Municipal Code and as approved by the City in Habitat's site plan application for the Modular Facility. Further, Habitat shall, at its sole cost and expense, provide all work and materials of whatsoever nature in order to construct a first class Modular Facility on the Leased Premises as described in Section I. Habitat's obligation for the Modular Facility will include, but is not limited to: (i) architectural and engineering services for design and construction of the Modular Facility; and (ii) all costs associated with constructing, equipping, and operating the Modular Facility. Construction of the Modular Facility shall be substantially completed by [December 31, 2025], subject to delays beyond the reasonable control of Habitat. For purposes of this provision, "completion" shall mean the Completion of the Facility as defined below. "Completion of the Facility" means the occurrence of the satisfaction of each of the following conditions: (a) receipt by the Trustee of a certificate of substantial completion issued by the Consulting Architect (as defined in the Loan Agreement) certifying that the Facility has been completed in substantial accordance with the Plans and Specifications; (b) receipt by the Trustee of a certification from Habitat, prepared by the General Contractor (as defined in the Loan Agreement) and in form and substance reasonably acceptable to the Trustee certifying that the Facility has been completed in substantial accordance with the Plans and Specifications (as defined in the Loan Agreement) and in compliance with all governmental requirements and restrictive covenants, if any, affecting the Leased Premises, free and clear of liens or claims for liens for material supplied or for labor or services performed in connection with the construction of the Modular Facility; and (c) receipt by the Trustee of certified copies of certificates of occupancy for each building comprising any portion of the Modular Facility, which certificates shall permit the unconditional occupancy of each of such buildings.

B. Title to Modular Facility

Title to the improvements made to the Leased Premises, including, without limitation, the Modular Facility, shall, during the Term, be in Habitat, but notwithstanding such title, the terms and conditions of this Lease shall govern the construction, use, and operation of such improvements and the exercise of Habitat's rights with respect thereto; and Habitat's right, title, interest, and estate in and to such improvements shall not be separable from the leasehold estate granted to Habitat hereunder. Upon expiration or the earlier termination of the Base Term or any extension term(s), as described in Section V. below, but subject to Section XI below, title to the Modular Facility, including fixtures, shall vest in and become the property of the City without any additional compensation or further instrument of conveyance. Habitat shall, if so requested,

deliver, at no cost or expense to the City, a confirmatory deed or other document requested by the City. The Modular Facility shall be surrendered and transferred to the City free and clear of all liens or claims, and Habitat shall defend and indemnify the City against all liability or loss arising from such liens or claims. Notwithstanding the foregoing, until such expiration or earlier termination of the Base Term or any extension term(s), Habitat alone shall have the right to deduct all depreciation on Habitat's income tax returns for the Modular Facility and any alterations, improvements or additions thereto and title to the Modular Facility shall be vested in Habitat; provided, however, all of Habitat's right, title and interest in and to the Modular Facility shall be non-separable. Habitat specifically covenants not to remove fixtures or other improvements from the Modular Facility during the Base Term and any extension term(s); provided however, that Habitat may repair, remodel and replace the Modular Facility at its sole discretion.

C. Modular Facility—Conditional Use Plan Approval

This Lease is premised upon a mutually agreeable Conditional Use Plan being approved by the City for the Modular Facility. As an expressed condition of the City granting this Lease, Habitat agrees to comply in full with the City's Public District Zone Code and to obtain a Conditional Use Permit prior to any use of the Leased Premises or the construction of any improvements thereon. Habitat agrees to work in good faith with the City, to the extent practicable, to make the Modular Facility energy efficient in furtherance of the City's long-term Energy Village Goals. The Modular Facility shall include a roof mounted solar array and possibly an on-site battery energy storage unit.

**SECTION IV
ACCESS AND EASEMENTS**

A. Common Areas

Habitat will have the non-exclusive right to use all common areas serving the Modular Facility within the Rifle Property, including roadways.

B. City Access

The City shall have the right enter upon the Leased Premises at all reasonable times (or at any time in the event of an emergency) to examine same for purposes of determining compliance with this Lease and, within one hundred eighty (180) days of the expiration of the Term or any extension term(s), to exhibit the Modular Facility to prospective purchasers and prospective lessees.

SECTION V TERM

A. Base Term/License

The initial term of this Lease shall commence upon the date of issuance of the Bonds (the “Commencement Date”) and expire on the last day of the twenty-fifth (25) year thereafter (“Base Term” and collectively with the extended terms set forth in this Section V, the “Term”). Habitat shall have the unrestricted right to extend the Base Term for one (1) additional twenty-five (25) year period of time and a final term of ten (10) years (60 years total), in accordance with Sections V.B. and C., below. Within 10 days after the Commencement Date, the City and Habitat shall enter into an agreement, in the form attached hereto as Exhibit “E”, confirming the Commencement Date, provided, however, the failure of the City or Habitat, or both, to execute and deliver such agreement shall not affect the Commencement Date.

B. 25-Year Option to Extend

1. First Twenty-Five Year Extension. Habitat shall have the right to extend the Term of this Lease for a period of twenty-five (25) years, from the last day of the Base Term, through the last day of the 25th year thereafter, provided that Habitat is not in default under terms of this Lease.

2. Option Exercise. Habitat shall notify the City, through the City Manager, in writing of its intention to exercise the option for the first twenty-year extension term at least 120 days prior to the expiration of the initial term.

C. 10-Year Option to Extend Lease

Habitat’s right to extend the Term of this Lease by exercising the additional ten (10) year option period shall follow the same procedures set forth in Section V.B.2 above with the dates adjusted according to the relevant option period.

D. Lessor’s Notice of Failure to Exercise

Notwithstanding the provisions of Sections V.B. or V.C., above, should Habitat fail to exercise an option to extend the term of this Lease within the time provided in Sections V.B. and V.C., above, Habitat shall not be deemed to have forfeited the option until such time as the City shall give Habitat written notice of failure to timely exercise the option, together with notice of a period of thirty (30) days, after the date of said notice, within which Habitat shall continue to have the right to exercise the option to extend the relevant term of this Lease (“Notice of Failure to Exercise”). If Habitat shall not have exercised the option, by written notice to the City within the

thirty (30) day period provided in the City's Notice of Failure to Exercise, the option shall be forfeited and Habitat shall have no further right to extend the relevant term of this Lease.

E. Holding Over

Should Habitat hold over the use of or continue to occupy the Leased Premises after expiration of the Term, as extended, such holding over shall be deemed a year to year tenancy upon the conditions and agreements as to uses and operations agreed to herein.

F. Title Conveyance and Surrender of Possession.

Upon ending of the Term, as extended, Habitat shall peaceably surrender possession of the Leased Premises and remove all personal property, without further requirement of notice by the City and title to the Modular Facility and associated improvements shall vest in the City and this Agreement shall be terminated by expiration of term.

G. City's Repair and Maintenance "Punch List".

Upon notice to the City, through the City Manager, in conformance with Section V.B and C, above, that Habitat intends to exercise the option to extend the term of this Lease, defined in Section V.B and C, above, i.e., the City Manager or his or her designee shall provide Habitat with a Punch List of repair and maintenance items to be completed by Habitat, at Habitat's sole expense. The Punch List shall be provided to Habitat a minimum of One Hundred Eighty (180) days before each Option Date, and Habitat shall have the One Hundred Eighty (180) day period of time prior to each Option Date in which to complete repair and maintenance to the reasonable satisfaction of the City. Provided that Habitat is proceeding with necessary diligence to complete the Punch List items, Habitat, upon written notice to the City Manager given prior to the expiration of said One Hundred Eighty (180) day period, may extend the time for completion for a period of time not to exceed an additional sixty (60) days. It is specifically understood by the City and Habitat that the repair and maintenance required by the City, evidenced by the Punch List, shall be for the purpose of maintaining improvements in their original state, reasonable wear and tear excepted, and not for new construction.

SECTION VI RENTS, FEES AND CHARGES

A. Rent

1. Rent. In consideration of the public benefits associated with the Facility and Habitat's non-profit status, during the Base Term Habitat shall pay to the City a base rent of Ten Dollars (\$10.00) per year for the Leased Premises commencing as of the Commencement Date

regardless of the commencement date of Modular Facility operations (“Base Rent”). The Base Rent of Two Hundred Fifty and 00/100 Dollars (\$250.00) for each 25-year Lease term and One Hundred Dollars (\$100.00) for the final 10-year term shall be payable in advance. In addition to the Base Rent, the total Rent for the Leased Premises will include Habitat’s share of common area expenses, if any, for the Rifle Property (“Common Area Fees”).

2. Payments. All payments due and payable under this Lease shall be payable to the order of the City and delivered to the City Clerk’s office at Rifle City Hall. This Lease shall not be terminated for non-payment of Rent unless the City has provided written notice of delinquency to Habitat with a period of ten (10) days in which to pay such delinquency.

B. Water and Sewer System Improvement Fees

The City and Habitat acknowledge that pursuant to the Rifle Municipal Code, water and sewer system improvement fees shall be payable to the City upon the issuance of a building permit for the Modular Facility in accordance with Section 13-4-20(b) of the Rifle Municipal Code. Habitat shall have the right to amortize payments for its total water and sewer system improvement fees in equal monthly installments over the first five (5) years of the initial Term of this Lease, commencing on the first day of each calendar month of the Lease.

C. Common Area Fees.

Habitat shall pay Common Area Fees as may be adopted by the City for similarly situated properties.

D. Fair Market Rent Adjustment

1. Notwithstanding the foregoing in this Section VI, any sale, assignment or transfer of Habitat’s interest in this Lease in any proceeding for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of Habitat’s interest in this Lease under any instrument of assignment or transfer in lieu of the foreclosure of, or exercise of power of private sale under, any Leasehold Mortgage (collectively, “Foreclosure”) shall be deemed to be a permitted Transfer of Habitat’s interest in this Lease and if such Foreclosure results the successor in interest (“Successor Transferee”) using the Leased Property for any purpose other than the Permitted Business, Base Rent shall be adjusted to Fair Market Rent (as hereinafter defined) (a “Fair Market Rent Adjustment”).

2. In the event a Fair Market Rent Adjustment is triggered pursuant to Section VI.D.1 above, the City shall make the initial determination of the annual Fair Market Rent (as such term is defined below). The City shall notify the Successor Transferee in writing (the “FMR Notice”) of the City’s determination of the Fair Market Rent within 30 days. The Successor Transferee shall notify the City in writing on or before the date that is 30 days after its receipt of the City’s FMR

Notice whether or not it accepts the City's determination of Fair Market Rent. If the Successor Transferee accepts the City's determination, the Fair Market Rent shall be final and binding and the City shall prepare an amendment to this Lease that amends the base rent to reflect the new Fair Market Rent. The Successor Transferee's failure to respond to the City's FMR Notice within the 30-day period shall be deemed an acceptance by the Successor Transferee of the City's determination of FMR. If the Successor Transferee delivers written notice ("Successor Transferee's Rejection Notice") to the City within the 30-day period rejecting the City's determination of Fair Market Rent, the parties agree to negotiate their differences in good faith within 30 days (the "FMR Negotiation Period") following the City's receipt of Successor Transferee's Rejection Notice. If the parties fail to agree on a Fair Market Rent within the FMR Negotiation Period, then the parties agree to obtain an appraisal to determine the Fair Market Rent in accordance with the terms and conditions contained below.

3. The City and Successor Transferee each shall, within ten (10) days following the expiration of the FMR Negotiation Period, select an appraiser. The City's appraiser and Successor Transferee's appraiser shall then, within ten (10) days following their appointment, designate a third appraiser. If the two appraisers cannot agree on the third appraiser within the ten (10)-day period, the City and Successor Transferee shall promptly make application to a court of competent jurisdiction seated in the county in which the Premises is located, to name the third appraiser. Each of the three appraisers shall: (i) be a member of the American Institute of Real Estate Appraisers or comparable organization; (ii) be licensed in the State of Colorado; and (iii) have a minimum of fifteen (15) years' experience in the business of appraising or managing commercial real estate or acting as a commercial real estate broker or agent Garfield, Pitkin, and/or Eagle County, State of Colorado.

4. Within twenty (20) days after his appointment, the third appraiser acting as an expert and not as an arbitrator, shall choose either the appraised value, made by either the the City's appraiser or Successor Transferee's appraiser and such choice of the third appraiser. The third appraiser shall be limited to awarding only one or the other of the two figures submitted by the parties' appraisers. In any litigation between the parties in which the determination of the appraiser is at issue, the determination shall be final and binding on the parties.

5. For the purposes of this Section VI.D., the term "Fair Market Rent" shall mean the rent paid by commercial tenants in the City of Rifle, State of Colorado, taking into account: (i) the transaction is an "arm's length" transaction; (ii) the value of the property is for the land only; and (iii) the value is determined at the Leased Premises' highest and best use.

6. The City and Successor Transferee shall each be responsible for the costs of expenses of their own appraisers and shall each be responsible for one-half of the costs and expenses incurred by the third appraiser.

SECTION VII NEW CONSTRUCTION PROCESS AND APPROVAL REQUIREMENTS

A. Plans and Specifications

1. Preliminary Site Plan, Construction Plans. For new construction on the Leased Premises, Habitat shall submit a preliminary site plan which is consistent with its Conditional Use Permit approval, including elevations, to the City for review. The City shall review and reasonably approve the exterior appearance of the Modular Facility, including massing, details and materials to ensure a cohesive design vocabulary for the Rifle Property. Upon written approval by the City or its designee, Habitat shall submit construction plans and associated building permit applications to the City of Rifle Building Department. All construction, development, and remodeling of improvements shall be built or installed in conformance with the Rifle Municipal Code, City, State and Federal codes and requirements in effect at the time of construction, including without limitation, building and fire codes. Plans and specifications approved for construction shall be prepared and certified by registered architects and engineers. Construction shall be in accordance with the plans so approved.

2. Record Drawings (As-Built's), Inventory of Costs. Within thirty (30) days of issuance of a Certificate of Occupancy, and as part of the building permit process, Habitat shall file with the City Manager hard copies of as-Built record drawings and specifications, showing in-place utilities and all other improvements.

B. Signage

Habitat shall comply in full with the Rifle Municipal Code for the signage for the Modular Facility.

SECTION VIII MAINTENANCE AND SECURITY

A. Maintenance of the Modular Facility

The Modular Facility, including its exterior walls, doors and windows shall be maintained by Habitat at its own expense. Habitat shall maintain the Modular Facility in a safe, neat and attractive condition and in good and serviceable repair. Habitat shall repair all damage to the Modular Facility caused by its operations and/or by its employees, customers, guests, contractors, agents and invitees. Habitat shall be responsible for day-to-day maintenance of the Leased Premises for litter and snow accumulation.

B. Security

Security of the Modular Facility shall be the responsibility of Habitat. Nothing in this Lease shall be construed to impose security obligations upon the City. The City shall not be liable for any loss or damages suffered by Habitat from use and occupancy of and operation upon the Leased Premises.

**SECTION IX
UTILITIES**

A. Utility Availability

1. Electricity and Gas. Habitat shall be responsible for the construction of the connections to the electricity and gas lines, including distribution within the Modular Facility.

2. Water and Sewage. Habitat shall have the same responsibilities for extension of water and sewer service to new construction as stated above, regarding extension of electricity and gas.

3. Telephone and Cable Communications. Habitat shall have the same responsibility for construction of the connectors and service lines necessary to extend telephone and cable services as stated above, regarding extension of electricity and gas.

4. Nonexclusive Access Rights for Installation. With respect to electricity, gas, water, waste, telephone and other communications, the City hereby grants Habitat nonexclusive rights over and across the Rifle Property, along reasonably convenient and direct routes, in order to provide utility services to the Leased Premises.

B. Monthly Service Charges

Habitat shall be liable for all set up fees, monthly service charges, and any other fees charged by utility and communication providers.

**SECTION X
MORTGAGE OR OTHER ENCUMBRANCE OF LEASEHOLD INTEREST**

A Limited Permission

Habitat, and every permitted successor and assign of Habitat, shall have the right to encumber its interest in this Lease, with the City's prior written consent, not to be unreasonably withheld, conditioned or delayed, under any one or more Leasehold Mortgages, provided, however, that all rights acquired under the Leasehold Mortgage(s) shall be subject to each of the

provisions set forth in this Lease and to all rights and interest of the City therein. In accordance with the foregoing, the City hereby consents to Habitat's encumbrance of its interest in this Lease pursuant to a Leasehold Mortgage issued by the City, as issuer, in favor of U.S. Bank Trust Company, as Trustee, pursuant to the Loan Agreement and Indenture (the "Approved Leasehold Mortgage"), which shall secure outstanding principal indebtedness of no more than [REDACTED] and no/100 Dollars (\$ [REDACTED]). The City, in its capacity as landlord under this Lease, further consents to any encumbrance of Habitat's interest in this Lease resulting from the refinancing of the indebtedness initially secured by the Approved Leasehold Mortgage. The City's right, title, and interest herein and in the Leased Premises shall not be subordinated to the lien, priority and security title of any encumbrance of this Lease or the interest of Habitat hereunder as security for any indebtedness Habitat may incur, whether by deed to secure debt, mortgage, deed of trust or other security instrument (all or any one of which hereinafter referred to as "Leasehold Mortgage", and the owner or owners of holder or holders of all or any of which hereinafter referred to as "Leasehold Mortgagee"), and without limiting the foregoing, the City's right (acting solely in its capacity as landlord hereunder) to receive any other charges due from Habitat shall have priority over any rights of any Leasehold Mortgagee.

B. Consent to Amendment

There shall be no cancellation, surrender, modification, or amendment to this Lease by the City or Habitat without the prior written consent of Leasehold Mortgagee. Notwithstanding the foregoing (but, in any event, subject to Leasehold Mortgagee's curative rights set forth in Section X.E. and Section X.F. hereof), nothing herein shall be deemed to prohibit the City from terminating this Lease in accordance with its terms. There shall be no material modification in the Leasehold Mortgage or related documentation without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

C. Notices to Leasehold Mortgagees

The City, upon serving Habitat with any notice of default or termination, shall simultaneously serve a copy of such notice on Leasehold Mortgagee. The Leasehold Mortgagee shall then have the same period of time after service of the notice on it as was given to the Habitat under this Lease to remedy or cause to be remedied Habitat's default under this Lease, and the City shall accept performances by, or at the instigation of, Leasehold Mortgagee as if it had been done by Habitat. Any notice required to be given to Leasehold Mortgagee shall be provided as set forth in Section XX of this Lease.

D. Curative Rights of Leasehold Mortgagees

In addition to the rights granted to Leasehold Mortgagee under Section X.C. hereof, Leasehold Mortgagee shall have an additional period of sixty (60) days to remedy or cause to be remedied any default of which it receives notice, provided such Leasehold Mortgagee shall reimburse the City, at the time of so remedying the default, for all reasonable costs and expenses to the City of maintaining, protecting, insuring, and operating the Premises during the additional sixty (60)-day period.

E. Limitation Upon Termination Rights of the City

If the City shall elect to terminate this Lease by reason of any default of Habitat, Leasehold Mortgagee shall also have the right to postpone and extend the date of termination as fixed by the provisions of this Lease for a period of not more than sixty (60) days from the expiration of the sixty (60)-day period specified in Section X.D. hereof, provided that Leasehold Mortgagee shall have cured, or shall have caused to be cured, any then-existing monetary or nonmonetary defaults (with the exception of Habitat's nonmonetary defaults of such a nature that they cannot be cured by Leasehold Mortgagee) and meanwhile shall pay the Base Rent and other charges required to be paid under this Lease. Leasehold Mortgagee shall take steps necessary to acquire Habitat's interest and estate in this Lease by foreclosure of its Leasehold Mortgage, or otherwise, and shall prosecute such action to completion with due diligence. If at the end of the sixty (60)-day period, Leasehold Mortgagee shall be actively engaged in steps to acquire Habitat's interest in the Lease, and all monetary defaults and nonmonetary defaults have been cured (with the exception of Habitat's nonmonetary defaults of such a nature that they cannot be cured by Leasehold Mortgagee), the time for Leasehold Mortgagee to comply with the provisions of this Section X.E. shall be extended for such period as shall be reasonably necessary to complete these steps with reasonable diligence and continuity. In no event shall Leasehold Mortgagee have any obligation to cure any default of Habitat under this Lease.

Notwithstanding any language to the contrary contained in this Lease, neither party shall have the right to terminate this Lease so long as the Series 2025 Bonds, as refinanced and supplemented, or other financing agreement(s) between Habitat and the City, as Issuer acting to the benefit of Trustee, remain outstanding.

F. Mortgage Lease

The City agrees that in the event of a termination of this Lease by reason of any default by Habitat, or if Habitat rejects the Lease in a bankruptcy proceeding, and subject to the rights herein granted to Leasehold Mortgagee, the City shall enter into a lease (the "Mortgagee Lease") of the Premises with the Leasehold Mortgagee for the remainder of the Term effective as of the date of termination, at the same Rent and upon the same terms, provisions, covenants, and agreements as contained in this Lease, provided:

1. Leasehold Mortgagee shall make written request upon the City for the execution of such a Mortgagee Lease within sixty (60) days after the date of termination and shall, within thirty (30) days after its receipt from the City of a written statement of all sums then due to the City under this Lease, pay to the City all such sums (with the exception of sums due by reason of Habitat's indemnification obligations set forth below).

2. Leasehold Mortgagee shall pay to the City at the time of the execution and delivery of the Mortgagee Lease any sums that at the time of such execution and delivery would be due pursuant to this Lease but for the termination, and in addition, all reasonable attorneys' fees and expenses which the City shall have actually incurred.

3. Leasehold Mortgagee shall perform and observe all covenants contained in the Mortgagee Lease on Habitat's part to be performed during such period of time commencing with the date of the execution of the Mortgagee Lease and terminating upon the expiration or earlier termination of the Mortgagee Lease or the abandonment or surrender of possession of the Premises under the Mortgagee Lease and shall further remedy any other conditions that Habitat was obligated to perform under the terms of this Lease.

4. Leasehold Mortgagee, as Habitat under the Mortgagee Lease, shall have the same right, title, and interest in and to the Premises, the right to use the improvements thereon as Habitat had under this Lease and the right to exercise the extension options set forth in Section V above.

G. Agreement Between The City and Leasehold Mortgagee

The City, upon request, shall execute, acknowledge, and deliver to Leasehold Mortgagee an agreement, by and among the City, Habitat, and any Leasehold Mortgagee (provided the same has been previously executed by Habitat and such Leasehold Mortgagee) confirming all the provisions of this Section X, in form and substance reasonably satisfactory to Leasehold Mortgagee and the City.

H. No Merger

So long as any Leasehold Mortgage remains outstanding, the fee title and the leasehold estate created by this Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in either the City or the Habitat or a third party, by purchase or otherwise.

I. Subordination of Fee Mortgage

If one or more Leasehold Mortgages is in effect, the following shall apply: (a) all Fee Mortgages shall be expressly subject and subordinate to this Lease, any Mortgagee Lease, and all

amendments, modifications, and extensions thereof and shall include the Fee Mortgagee's agreement to execute and deliver to Leasehold Mortgagee an agreement in accordance with Section X.G. hereof; (b) the City shall not enter into any Fee Mortgage that violates this Section X.I; (c) Habitat shall not subordinate this Lease without the prior written consents of all Leasehold Mortgagees; and (d) concurrently with the execution and delivery of this Lease, the City shall cause all Fee Mortgagees to execute and deliver to Habitat a subordination agreement that is in recordable form and that contains such terms as are reasonably acceptable to Habitat and Leasehold Mortgagee. As used herein, the term "Fee Mortgagee" shall mean the holder of any financing obtained by the City, or its successor in interest, as evidenced by any mortgage, deed of trust, assignment of leases and rents, or other instruments, and secured by the fee interest of Landlord in the Property, including any extensions, modifications, amendments, replacements, supplements, renewals, refinancings, and consolidations thereof.

J. Assignment to Leasehold Mortgagee

Notwithstanding any other provisions of this Lease to the contrary, Habitat, and its permitted successors and assigns, shall have the right to Transfer this Lease or any interest herein or any right or privilege appurtenant hereto which Habitat desires to Transfer to a Leasehold Mortgagee, to the extent permitted in this Section X of this Lease. The City agrees to recognize any Leasehold Mortgagee as a tenant hereunder for the performance of all duties and obligations arising due to the interest of this Lease being so Transferred; provided, however, it is hereby agreed and acknowledged by the City and Habitat that Habitat and its permitted successors and assigns shall not be relieved of its liability for the performance of such duties or obligations by any such Transfer.

SECTION XI
LIENS, SECURITY AND CONSTRUCTION NOTICE

A. Liens

In the event any individual or entity attempts to assert a mechanics', materialmen's or other type of lien against the Leased Premises, Habitat shall hold the City harmless from such claim, including the cost of defense, and shall provide the City with a Release of Lien or a Release of Verified Statement of Claim, as appropriate, recorded in the Office of the Garfield County Clerk and Recorder.

B. Landlord's Notice

Habitat and the City recognize that the construction of improvements by Habitat is not secured as a "Public Works" project under the Colorado Contractor's Bonds Lien on Funds Statute, Section 38-26-101, *et seq.*, C.R.S., as amended. The parties further acknowledge that the City's fee interest in the Leased Premises cannot be attached by labor or materialmen in order to secure

payment of money due for the provision of labor, materials, supplies or equipment, under the Colorado Mechanic's Lien Law, Section 38-26-107, *et seq.*, C.R.S., as amended. Therefore, the City and Habitat agree to the posting of the Leased Premises, if and when Habitat begins construction of the Modular Facility or commences a remodeling of the Modular Facility or any other improvement authorized under terms of this Lease.

C. Waiver of Landlord's Lien

Habitat shall have the right, without the City's consent, to finance the furniture, inventory, trade fixtures, and personal property of Habitat at the Leased Premises and grant liens and security interests in such items. The City waives and releases any and all statutory landlord's liens with respect to Habitat's furniture, inventory, trade fixtures, or other personal property of Habitat. The City agrees to execute and deliver to Habitat within fifteen (15) days after written request therefor, a written confirmation in favor of Habitat's lender or the waiver set forth in this Section XI.C, in form reasonable acceptable to Habitat's lender and the City.

SECTION XII INDEMNITY AND INSURANCE

A. Indemnification/Hold Harmless

1. General. Habitat assumes the risk of loss or damage to the Modular Facility and any associated improvements and contents constructed on the Leased Premises, whether if from windstorm, fire, earthquake, snow, water runoff, vandalism or any other cause or causes whatsoever. Habitat hereby agrees to indemnify and hold harmless the City, its officers, employees, agents, and assigns from and against all claims and damages of any kind, including attorney's fees, brought by anyone, arising out of this Lease or out of Habitat's or its contractors', agents', employees', or tenants' use and occupancy of and/or operations on the Leased Premises, other than those resulting from the negligence or willful misconduct on the part of the City, its officers, agents, employees, and assigns. To the extent permitted by law, the City hereby agrees to indemnify and hold harmless Habitat, its officers, employees, agents, and assigns from and against all claims and damages of any kind, including attorney's fees, brought by anyone, arising out of design, construction, maintenance or use of the Common Area.

2. Employees. It is expressly understood by the parties that employees of Habitat and its contractors, agents, and tenants are not employees of the City for any purpose, including but not limited to individuals and entities involved in operations and services engaged in by Habitat and Habitat's construction contractors for improvements built under the terms of this Lease.

B. Insurance

Habitat shall provide the insurance required by the document attached and incorporated herein as Exhibit D.

1. Application of Insurance Proceeds. Habitat shall apply insurance proceeds, payable by reason of loss or damage to the Modular Facility to the restoration of the improvements on the Leased Premises. In the event of damage due to an insurable cause and Habitat's application of proceeds to restoration, this Lease shall continue in full force and effect.

2. Workers' Compensation. Habitat shall carry Workers' Compensation Insurance, as required by Colorado law and regulation. The City, its officers, agents or employees shall not be responsible for any claims or actions occasioned by Habitat's failure to comply with the provisions of this Section. Further, during any construction permitted by this Lease, Habitat shall require proof from Habitat's general contractor documenting the contractor's Workers' Compensation coverage. Habitat shall also require the general contractor to provide proof from each subcontractor that the subcontractor is insured, as required by the Colorado Workers' Compensation Act, or, shall require the general contractor to accept coverage responsibility for subcontractors without insurance or with inadequate Workers' Compensation coverage.

**SECTION XIII
REMEDIES FOLLOWING DEFAULT**

A. Habitat's Monetary Default or Lack of Insurance

In the event of breach by Habitat of the monetary or insurance covenants of this Lease, the City shall provide written notice to Habitat and Habitat shall be deemed to be in default as of the date the payment was due and not paid or the date on which proof of insurance was required to be delivered and no proof was supplied to the City unless such default is cured within ten (10) calendar days of Habitat's receipt of the City's written notice. The City, without termination of this Lease, may thereafter proceed in law or equity to seek injunctive relief, specific performance and/or damages incurred as a result of Habitat's default. Where Habitat's default results from failure to provide proof of insurance and Habitat is proceeding with necessary diligence to obtain such proof of insurance, Habitat shall be entitled to an extension of said thirty (30) day minimum cure period, not to exceed however an additional thirty (30) calendar days in which to obtain the required Certificates of Insurance and provide proof of insurance to the City.

Said written notice to cure, identifying the breach and stating the date by which cure is required shall be delivered to Habitat in accordance with Section XX., below. If the identified breach is not cured by 5:00 p.m. on the cure date, or an extension thereof with regard to proof of insurance, the City, at its option and with or without termination of this Lease, may enter and

repossess the Leased Premises and all improvements. Such re-entry may be with or without process of law and shall be without liability for trespass or forcible entry and without prejudice to any other remedies to which the City may be entitled. In such event, Habitat agrees to peaceably surrender the Leased Premises to the City, as required by Section XIV., below, without further notice or demand.

B. Habitat's Non-Monetary Default or Abandonment

In the event of breach by Habitat of the performance of any of the conditions, covenants, agreements or obligations hereunder, other than those described in Section XIII.A., above, or in the event of abandonment by Habitat of its operations on the Leased Premises, the City shall provide written notice to Habitat and Habitat shall be deemed to be in default of this Lease as of the date of the City's notice unless the breach is cured within thirty (30) calendar days of Habitat's receipt of the City's written notice. The City, without termination of this Lease, may thereafter proceed in law or equity to seek injunctive relief, specific performance and/or damages incurred as a result of Habitat's default. In the event of any default hereunder by Habitat, other than abandonment, where Habitat is proceeding with necessary diligence to effectuate a remedy, Habitat shall be entitled to an extension of such minimum cure period not to exceed however an additional thirty (30) calendar days in which to remedy the default unless the situation necessitates a greater time period, in which case a reasonable cure period shall be imposed.

Said notice to cure, identifying the breach and stating the date by which cure is required shall be delivered to Habitat in accordance with Section XX., below. If the identified breach is not cured by 5:00 p.m. on the cure date, or an extension thereof with regard to a default other than abandonment, the City, at its option and with or without termination of this Lease, may enter and repossess the Leased Premises and all improvements. Such re-entry may be with or without process of law and shall be without liability for trespass or forcible entry and without prejudice to any other remedies to which the City may be entitled. In such event, Habitat agrees to peaceably surrender the Leased Premises to the City, as required by Section XIV., below.

C. Notice Period for Summary Proceedings

If the City elects to retake possession of the Leased Premises from Habitat by summary judicial proceedings, demanding payment of Rent and/or other fees and charges and/or proof of insurance and/or compliance with any other term of this Lease or, in the alternative, surrender of possession of the Leased Premises, the parties recognize and agree that the applicable ten (10) or thirty (30) day notice/cure period described above shall control. In such instance, for the purpose of §13-40-104, C.R.S., as amended, the default shall be deemed to have occurred at five o'clock p.m. on the thirtieth day following receipt by Habitat of the City's notice to cure (or the last day of an extended minimum cure period), at which point in time, if Habitat is in possession of the Leased Premises, Habitat shall be holding over without permission of the City and, at the City's

option, shall be subject to summary proceedings under the Colorado Forcible Entry and Detainer statutes, Section 13-40-104, *et seq.*, C.R.S., as amended.

D. Waiver

No failure to strictly enforce the terms of this Lease shall be deemed a waiver by either party unless such waiver is in writing and executed by the party against whom enforcement of the waiver is sought. No waiver by either party of any failure of a party to comply with any term or condition of this Lease shall be construed to be a waiver of any other failure by such party to comply with the same or any other term or condition of this Lease.

**SECTION XIV
SURRENDER OF POSSESSION AND TITLE TO IMPROVEMENTS**

Upon expiration of the Base Term, or any extension term(s), or other termination of this Lease, Habitat's right to use and occupy the Leased Premises and all improvements shall cease and Habitat shall surrender the Leased Premises and its rights and privileges under the provisions of this Lease to the City. Habitat shall leave the Leased Premises and improvements in good and serviceable condition, except for normal wear and tear; vacate the premises without unreasonable delay; and execute and deliver to the City a document of conveyance transferring to the City all right, title and interest to the improvements described in Section III., above, free and clear of liens and encumbrances.

**SECTION XV
COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

The right to use and occupy the Leased Premises, shall be exercised in conformity with the statutes, ordinances, codes, rules and regulations pertinent to Habitat's use of the Leased Premises as such may be promulgated from time to time by the City, the State of Colorado, the federal government, and other governmental and quasi-governmental entities. Habitat shall be responsible to ensure that its employees, representatives, contractors, agents, and tenants comply with such and shall be liable for any and all fines and penalties assessed to the City as a result of action or omission by Habitat or its employees, representatives, contractors, agents, and tenants with regard to such.

Without limiting the generality of the covenants contained in this Section, Habitat specifically agrees to pay all taxes, if any, levied upon personal property and Habitat's improvements to and possessory interest in the Leased Premises. Habitat shall obtain and pay for all licenses, permits, and other authorizations required in order to make improvements to and operate its business.

SECTION XVI REPURPOSING

A. Repurposing of Modular Facility

In the event that Habitat determines, in its sole discretion, that continued operation of the Modular Facility is not economically viable, Habitat shall be entitled to change the purpose, use and operation of the structure and grounds provided that the new use complies with City ordinances and regulations applicable to the Leased Premises. Habitat shall provide written notice to the City of its intent to repurpose the Modular Facility at least ninety (90) days prior to the commencement of any such new use or uses. As required elsewhere in this Lease, only Habitat may utilize the repurposed Facility for a Habitat ReStore, storage or other uses specifically for Habitat and not for a third party. Subject to the terms hereof, any use not benefiting the non-profit purposes of Habitat shall be a default of this Lease.

SECTION XVII QUIET ENJOYMENT BY HABITAT

Upon payment of the rents, fees, and charges provided herein and upon observation of all covenants, warranties, agreements, and conditions of this Lease, Habitat shall have the right to exclusive possession and enjoyment of the Leased Premises during the Base Term and any extension term(s) of this Lease. Habitat recognizes that fee simple title to the Leased Premises is vested in the City. Habitat agrees that nothing herein shall give Habitat any ownership or option to own the Leased Premises.

SECTION XVIII CONSTRUCTION INCONVENIENCES

Habitat recognizes that from time to time during the Base Term and any extension term(s) of this Lease it may be necessary for the City to engage in construction, expansion, relocation, maintenance and repair of the Rifle Property. Such activity may temporarily inconvenience Habitat's operations and will require accommodation by Habitat; however, the City shall make all reasonable efforts to minimize such inconvenience and ensure that access remains open and adequate parking exists to serve the Modular Facility.

SECTION XIX BINDING UPON SUCCESSORS AND ASSIGNS

All of the covenants, conditions, and agreements contained in this Lease shall be binding upon and inure to the benefit of the respective parties as well as their successors in interest of any kind, including assigns.

SECTION XX NOTICE

Every notice or other communication required by this Lease shall be delivered in writing to the addresses stated below, unless a new address is provided by written notice of one party to the other. Such notice of a change of address or of the identity of the contact person shall not require formal amendment of this Lease.

City of Rifle
c/o City Manager
P.O. Box 1908
Rifle, CO 81650

James S. Neu
Karp Neu Hanlon, P.C.
P.O. Drawer 2030
Glenwood Springs, CO 81602

Habitat for Humanity of the Roaring Fork Valley, Inc.
c/o President
53 Calaway Court
Glenwood Springs, CO 81601

Arthur K. Griffin
Fennemore Craig, P.C.
3615 Delgany Street, Suite 1100
Denver, CO 80216

Delivery shall be made in person, by certified return receipt requested U.S. Mail, or receipted delivery service.

SECTION XXI HEADINGS AND NUMBERING

The Section headings and numbering system used herein are for convenience in referencing and are not intended to define or limit the scope of any provision of this Lease.

SECTION XXII PARTIAL INVALIDITY

To the extent that this Lease may be executed and performance of the obligations of the parties may be accomplished within the intent of this Lease, the terms hereof are severable. If any

term or provision of this Lease is declared invalid by a Court of competent jurisdiction or becomes inoperative for any other reason, then the invalidity or failure shall not affect the validity of any other term or provision of this Lease.

SECTION XXIII AMENDMENT

All amendments to this Lease shall be made in writing executed with the same formality as this Lease, except as detailed in Section XX., regarding change of notification information; and in Section VI., above, regarding rent adjustment and licensing, percentage and other fees. No oral amendment shall be of any force or effect whatsoever.

SECTION XXIV MATERIALS AND ENVIRONMENTAL ISSUES

A. Acknowledgments and Responsibilities

Habitat understands and acknowledges that the Leased Premises is located on a former uranium and vanadium processing site and the ore processing operations created radioactive tailings subject to the Uranium Mill Tailings Radiation Control Act ("UMTRCA"). Prior to the City's ownership of the West UMTRA Site, the Colorado Department of Public Health and Environment owned the property which fell under the jurisdiction of the United States Department of Energy ("DOE") for remediation under UMTRCA. The surface of the West UMTRA Site has been fully remediated by the DOE and pursuant to the Final Environmental Assessment of Ground Water Compliance at the New Rifle, Colorado UMTRA Project Site dated July 2003, the groundwater compliance strategy is natural flushing in conjunction with institutional controls and monitoring. Information regarding the West UMTRA Site (also known as the New Rifle Site) and the Leased Premises can be found at the DOE Office of Legacy Management website at http://www.lm.doe.gov/Rifle/Old_Processing/Documents.aspx. Habitat acknowledges that it has performed adequate due diligence and accepts the Leased Premises "as is" and assumes any associated risks related to the environmental condition of the Leased Premises. Habitat agrees that this Lease is subordinate to the restrictions set forth in the deed conveying the West UMTRA Site to the City and that a condition of this Lease is Habitat's compliance with the conditions of approval of DOE for the Leased Premises described in Exhibit B attached hereto and incorporated herein by this reference.

The City makes no covenants or warranties, express or implied, regarding the lack of any other environmental degradation. Correction of such conditions or those stated above, if required by the authorized agency, shall be in accordance with pertinent statutory and regulatory law. Habitat shall not be responsible for the cost of investigation or correction unless such is required due to Habitat's or its employee's, contractor's, subcontractor's, agent's or assignee's use and

occupancy of and/or operations on the Leased Premises.

B. Limitations on Habitat's use of Hazardous Materials

Habitat shall not generate, use, handle, store, or dispose of hazardous materials on the Leased Premises except those materials commonly utilized in a Modular Facility which shall be generated, used, handled, stored or disposed of consistently with the applicable laws, orders, rules, ordinances and regulations of the authorities and agencies. No use of the Leased Premises which requires additional fire protection or environmental regulation shall be permitted without advance approval by the City.

**SECTION XXV
ATTORNEY'S FEES**

Should this Lease become the subject of litigation to resolve a claim of default in performance by the City or Habitat, the prevailing party, in addition to such other relief as may be granted, shall be entitled to attorney fees, expenses, and court costs. All rights concerning fees and costs shall survive termination of this Lease.

**SECTION XXVI
CONTROLLING LAW**

This Lease shall be governed by the laws of the State of Colorado and venue for all actions shall be in Garfield County, Colorado.

**SECTION XXVII
RECITALS; ORIGINAL LEASE**

The Recitals set forth above are hereby incorporated herein in their entirety. Notwithstanding any language in this Lease to the contrary, this Lease restates and supersedes the Original Lease in its entirety.

**SECTION XXVIII
RECORDING**

Upon execution by the parties, this Lease shall be recorded in the records of the Garfield County Clerk and Recorder.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to be effective January 15, 2025 no matter the date of execution.

CITY OF RIFLE, COLORADO

Mayor

[CITY SEAL]

ATTEST:

City Clerk

HABITAT FOR HUMANITY OF THE
ROARING FORK VALLEY, INC.

By _____
Title _____

STATE OF _____)
) ss.
_____ COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ as _____ of Habitat for Humanity of the Roaring Fork Valley, Inc., a Colorado nonprofit corporation.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

Notary Public

My commission expires:

EXHIBIT "A"

Legal description of Rifle Property

[see attached]

EXHIBIT A
Rifle Property

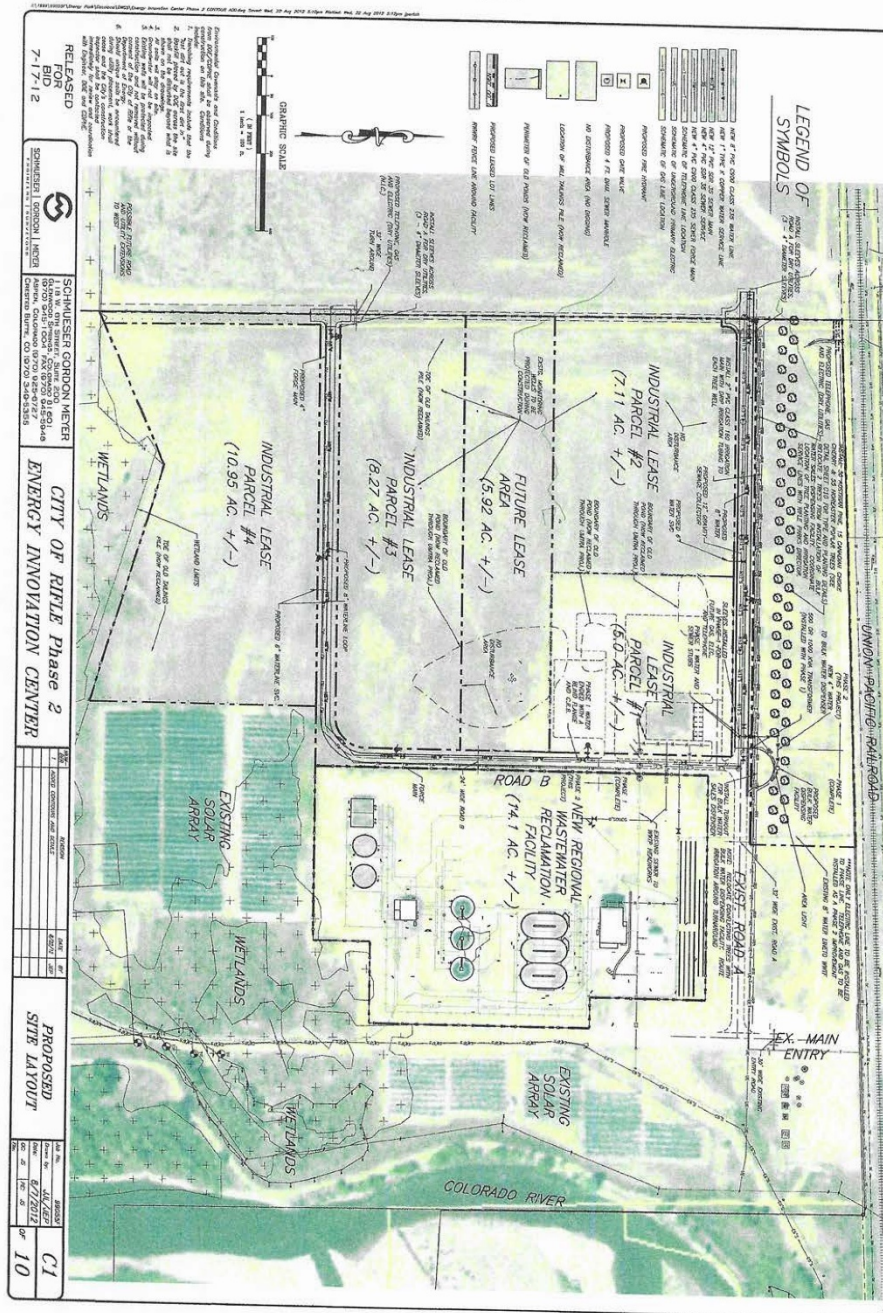


EXHIBIT “B”

Description of Leased Premises

[see attached]

EXHIBIT B
 Leased Premises

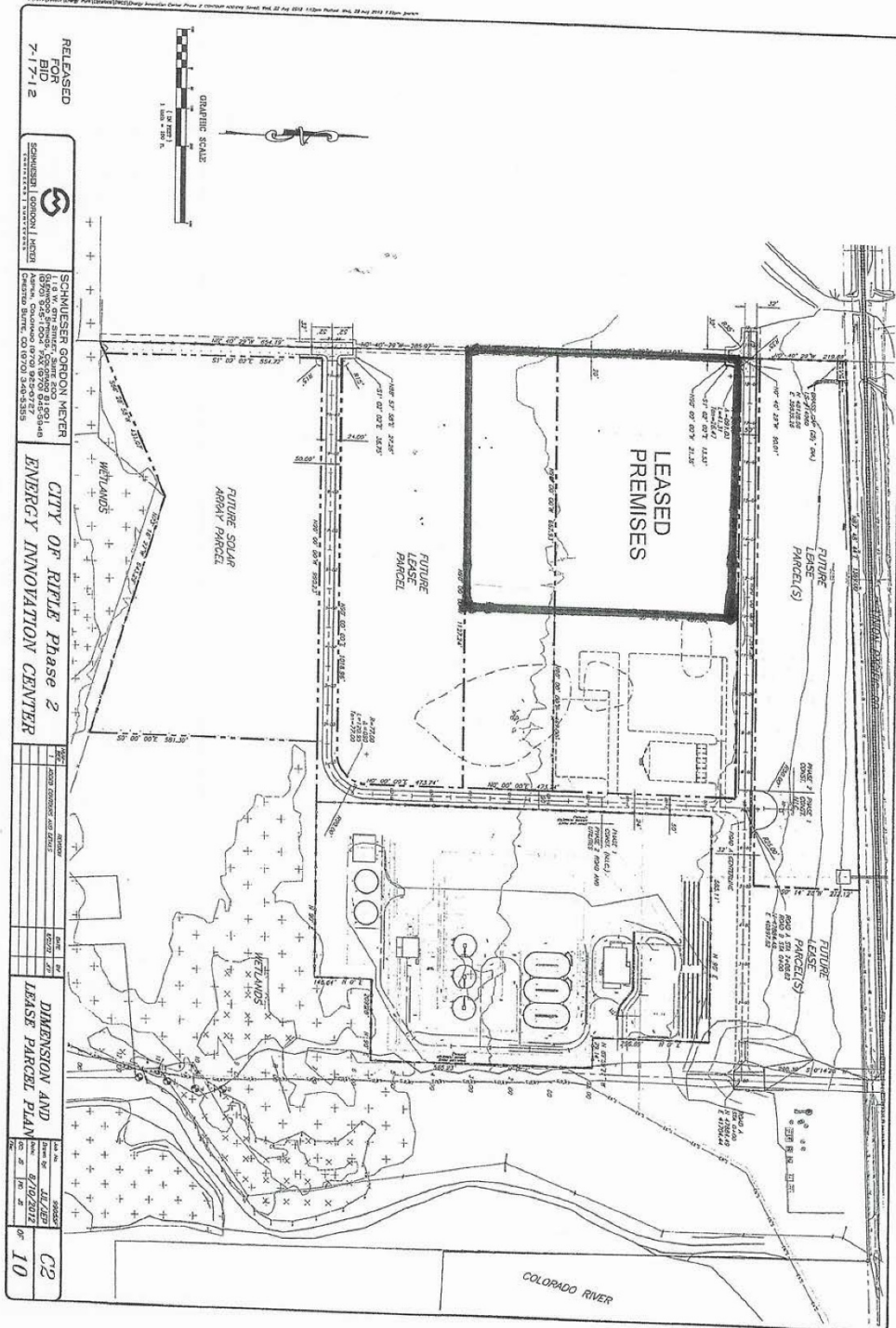


EXHIBIT “C”

As-built location of Modular Facility

EXHIBIT “D”

Insurance Information

EXHIBIT "D"

The following provisions shall apply to Lessee pursuant to this Lease. In order to use or occupy the Leased Premises, the terms of this Exhibit must be satisfied prior to the commencement of work on the Leased Premises. Lessee shall procure and maintain, during the full term of the Lease all insurance required herein.

The following insurance requirements are minimum requirements and in no way limit the hold harmless and indemnity covenants contained in the Lease. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee from liabilities that might arise, and Lessee is free to purchase additional insurance.

Minimum Types and Limits of Insurance: Lessee shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Commercial General Liability- Occurrence Form

The policy shall be endorsed to include the following additional insured language: "The City of Rifle, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as additional insured's with respect to liability arising out of the activities performed by, or on behalf of the Lessee/Operator."

Minimum Limits:

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000

Worker's Compensation and Employers' Liability

Minimum Limits:

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$100,000
	\$100,000
	\$500,000

Builders' Risk Insurance or Installation Floater, as appropriate

Minimum Limits:

Total Construction Value

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City is named as an additional insured, the City shall be an additional insured to the full limits of liability purchased by the Lessee even if those limits of liability are in excess of those required by the Lease.

The Lessee's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

For the provisions of **Commercial General Liability** set forth above, the insurance policy must include contractual liability coverage.

All insurance shall be issued by companies authorized to do business in the State of Colorado and written on forms satisfactory to, filed with and approved by the Colorado Department of Insurance.

Notice of Cancellation: Each insurance policy shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for nonpayment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the City Manager, at the address contained in the "Notice" provision of the Lease.

Verification of Coverage: The Lessee shall furnish the City with certification of insurance (ACORD form or equivalent approved by the City).

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the City Manager before work commences. Each insurance policy must be in effect at or prior to commencement of work on the Leased Premises and remain in effect for the duration of the construction project and for two (2) years after completion of the construction project on the Leased Premises or for the term of the Lease, as appropriate. Failure to maintain the insurance policies or to provide evidence of renewal is a material breach of the Lease.

All certificates and any required endorsement shall be sent directly to the City Manager. The City reserves the right to require complete, certified copies of all insurance policies any time.

Approval: Any modification or variation from the insurance requirements shall be made by the Office of the City Manager after consultation with the City Attorney's Office. Such action will not require a formal contract amendment, but may be made by administrative action.

EXHIBIT "E"

Form of Commencement Date Certificate

COMMENCEMENT DATE CERTIFICATE

This Exhibit is attached to and made a part of the Amended & Restated Ground Lease (the "Lease") by and between City of Rifle, Colorado, a Colorado home rule municipality ("City"), and Habitat for Humanity of the Roaring Fork Valley, Inc., a Colorado nonprofit corporation ("Habitat"), for the parcel in Rifle, Colorado as further described in the Lease. Capitalized terms used but not defined herein shall have the meanings given in the Lease. City and Habitat agree as follows:

1. The Commencement Date under the Lease is _____, 2025 and shall expire in accordance with the terms and conditions set forth in the Lease.

IN WITNESS WHEREOF, City and Habitat have caused this Commencement Date Certificate to be executed and delivered effective as of _____, 202__.

CITY OF RIFLE, COLORADO

Mayor

[CITY SEAL]

ATTEST:

City Clerk

HABITAT FOR HUMANITY OF THE
ROARING FORK VALLEY, INC.

By _____
Title _____

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Limited Offering Memorandum is delivered in final form. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED [____], 2025

NEW ISSUE

NO RATING

BOOK-ENTRY-ONLY

SEE “NO RATINGS” HEREIN

In the opinion of Bond Counsel to the Issuer, to be delivered upon the issuance of the Series 2025A Bonds, under existing law and assuming compliance by the Issuer and the Borrower with requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be met subsequent to the issuance of the Series 2025A Bonds, with which the Issuer and the Borrower have certified, represented and covenanted their compliance, interest on the Series 2025A Bonds is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Interest on the Series 2025B Bonds and the Series 2025C Bonds is not excluded from gross income for federal income tax purposes. Also in the opinion of Bond Counsel to the Issuer, to be delivered upon the issuance of the Series 2025 Bonds, under existing law, interest on the Series 2025 Bonds is not subject to income taxation by the State of Colorado. See “TAX MATTERS” for a more detailed description.



**CITY OF RIFLE, COLORADO
REVENUE BONDS
(HABITAT ROARING FORK VALLEY, INC. MODULAR HOUSING PRODUCTION
FACILITY, SERVICE AREAS IN ASPEN, GLENWOOD SPRINGS AND RIFLE,
COLORADO)**

**\$[PAR-A]*
SERIES 2025A**

**\$[PAR-B]*
TAXABLE, SERIES 2025B**

**\$[PAR-C]*
TAXABLE, SUBORDINATE SERIES 2025C**

Dated: Date of Delivery

Due: [January 1], as shown on inside cover

The City of Rifle, Colorado, will issue its \$[____]* Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado), Series 2025A (the “**Series 2025A Bonds**”), its \$[____]* Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Taxable Series 2025B (the “**Series 2025B Bonds**”) and its \$[____]* Subordinate Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Taxable Series 2025C (the “**Series 2025C Bonds**”) and, together with the Series 2025A Bonds and the Series 2025B Bonds, the “**Series 2025 Bonds**”) pursuant to an Indenture of Trust, dated as of [____] 1, 2025 (the “**Indenture**”), by and between the City of Rifle, Colorado (the “**Issuer**”) and U.S. Bank Trust Company, National Association, as trustee (the “**Trustee**”). The Issuer will lend the proceeds of the Series 2025 Bonds to Habitat for Humanity of the Roaring Fork Valley, Inc., a Colorado nonprofit corporation (the “**Borrower**”), pursuant to a Loan Agreement, dated as of [____] 1, 2025 (the “**Loan Agreement**”), by and between the Issuer and the Borrower. The Series 2025 Bonds will be limited obligations of the Issuer and, as and to the extent set forth in the Indenture, will be payable from and secured by all the right, title, and interest of the Issuer in and to (a) the Loan Agreement (except for Unassigned Rights, as defined in the Loan Agreement), (b) the Senior Promissory Note (the “**Senior Note**”) and the Subordinate Promissory Note (the “**Subordinate Note**”) and, together with the Senior note, the “**Notes**”) of the Borrower, (c) the Leasehold Deed of Trust, Security Agreement and Fixture Filing, from the Borrower to the Trustee, granting a first mortgage lien on the Borrower’s right, title and interest in the real property portion of the Project and granting a first lien security interest in all Fixtures and Equipment and personal property comprising the Project, and assigning and pledging the Borrower’s interest in the Income (as defined therein) from the Project, for the use and benefit of the Issuer, as security for the payments due under this Loan Agreement and the Notes (the “**Mortgage**”) and all extensions and renewals of the terms thereof, if any, (d) the Construction Documents (defined in the Loan Agreement as the Construction Contract; the Plans and Specifications; any necessary permits for construction of the Production Plant; contracts with any architects, engineers or consultants hired by the Borrower in connection with the Project; performance and payment bonds with respect to the Project; and any and all other documents executed by or furnished to the Borrower in connection with the acquisition, construction, equipping or installation of the Project), (e) the Gross Revenues, (f) all the right, title, and interest of the Issuer in and to all cash proceeds and receipts arising out of or in connection with the sale of the Series 2025 Bonds and all money held by the Trustee in the funds created under the Indenture (except the Rebate Fund), (f) all the right, title, and interest of the Issuer in and to all money and securities and interest earnings thereon from time to time delivered to and held by the Trustee under the terms of the Indenture, (g) all the right, title, and interest of the Issuer in and to all money held by the Borrower in the Operating Expense Fund under the DACA and (h) all the right, title, and interest of the Issuer in and to all proceeds (cash and noncash) of any or all of the foregoing (the “**Trust Estate**”).

The proceeds of the Series 2025 Bonds will be used for the purposes of: (i) the acquisition, construction, equipping and installation of a 65,000 square foot modular housing manufacturing facility located on 10.5 acres leased by the Issuer to the Borrower within the boundaries of the Issuer (the “**Production Plant**”); (ii) the funding of a required debt service reserve fund for the Series 2025 Bonds; (iii) the payment of certain capitalized interest on the Series 2025 Bonds; (iv) the funding of an operating reserve fund; and (v) the payment of the costs of issuance of the Series 2025 Bonds (collectively, the “**Project**”). See “ESTIMATED SOURCES AND USES OF FUNDS AND PLAN OF FINANCE.”

The Series 2025A Bonds and Series 2025B Bonds will bear interest from the date of their initial delivery at the interest rates set forth on the inside cover, payable on each January 1 and July 1, commencing July 1, 2025*. The Series 2025C Bonds will bear interest at the interest rate set forth on the inside cover, payable to the extent of Gross Revenues available, commencing July 1, 2025*, and semiannually thereafter on January 1 and July 1. The Series 2025 Bonds will be issued in Authorized Denominations of \$100,000 or any multiple of \$5,000 in excess of \$[250,000].

The Series 2025 Bonds will be issued in fully registered form only and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“**DTC**”). DTC will act as securities depository for the Series 2025 Bonds. Individual purchases will be made in book-entry form only. Purchasers of the Series 2025 Bonds will not receive physical certificates representing their beneficial ownership interests in the Series 2025 Bonds purchased. So long as the Series 2025 Bonds are registered in the name of Cede & Co., all payments with respect to principal of and interest on the Series 2025 Bonds will be made by the Trustee to DTC, which is obligated in turn to remit such payments to its Direct Participants for subsequent disbursement to the beneficial owners of the Series 2025 Bonds as described herein. See “APPENDIX K—BOOK-ENTRY ONLY SYSTEM.”

The Series 2025 Bonds are subject to optional, mandatory sinking fund and extraordinary redemption prior to maturity, as described herein. See “THE SERIES 2025 BONDS—Redemption.”

THE SERIES 2025 BONDS ARE TO BE OFFERED AND SOLD (INCLUDING IN CERTAIN SECONDARY MARKET TRANSACTIONS) ONLY TO QUALIFIED INSTITUTIONAL BUYERS AND ACCREDITED INVESTORS (AS SUCH TERMS ARE DEFINED UNDER “TRANSFER RESTRICTIONS”). THE SERIES 2025 BONDS AND BENEFICIAL INTERESTS THEREIN MAY BE TRANSFERRED, UPON SATISFACTION OF CERTAIN CONDITIONS, ONLY TO CERTAIN QUALIFIED INSTITUTIONAL BUYERS AND ACCREDITED INVESTORS. SEE “THE SERIES 2025 BONDS—LIMITATION ON PURCHASE AND TRANSFER OF THE SERIES 2025 BONDS,” “TRANSFER RESTRICTIONS” AND “APPENDIX L—INVESTOR LETTER.”

NONE OF THE ISSUER, THE STATE OF COLORADO OR ANY POLITICAL SUBDIVISION THEREOF SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR THE PREMIUM, IF ANY, OR THE INTEREST ON THE SERIES 2025 BONDS EXCEPT THE LIMITED OBLIGATION OF THE ISSUER PAYABLE SOLELY FROM REVENUES AND OTHER FUNDS PROVIDED IN THE INDENTURE, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF COLORADO OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2025 BONDS.

* Preliminary; subject to change.

INVESTMENT IN THE SERIES 2025 BONDS INVOLVES A HIGH DEGREE OF RISK, IS SPECULATIVE IN NATURE AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO ARE ABLE TO EVALUATE AND UNDERSTAND SUCH RISK AND WHO CAN AFFORD TO ASSUME SUCH RISK. NO FINANCIAL STATEMENTS OR OPERATING DATA ARE CURRENTLY AVAILABLE FOR THE PRODUCTION PLANT. SEE "RISK FACTORS" HEREIN. ANY PROSPECTIVE INVESTOR CONSIDERING INVESTING IN THE SERIES 2025 BONDS SHOULD CAREFULLY EXAMINE THIS LIMITED OFFERING MEMORANDUM, INCLUDING THE APPENDICES HERETO.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, AND PRICES OR YIELDS ARE SHOWN ON INSIDE COVER.

The Series 2025 Bonds are offered by the Underwriter when, as and if issued by the Issuer and accepted by the Underwriter, subject to the approval of legality and certain other legal matters by Hogan Lovells US LLP, Bond Counsel, Denver, Colorado, and subject to certain other conditions. Certain legal matters will be passed upon for the Underwriter by Ballard Spahr LLP, Denver, Colorado. Certain legal matters will be passed upon for the Issuer by its counsel Karp Neu Hanlon, P.C., Glenwood Springs, Colorado. Certain legal matters will be passed upon for the Borrower by Fennemore Craig, P.C., Denver, Colorado. It is expected that the Series 2025 Bonds in book-entry form will be available for delivery through the facilities of DTC in New York, New York, on or about [____], 2025.*

[D.A. DAVIDSON LOGO]

Dated: [____], 2025.

**CITY OF RIFLE, COLORADO
REVENUE BONDS
(HABITAT ROARING FORK VALLEY, INC. MODULAR HOUSING PRODUCTION
FACILITY, SERVICE AREAS IN ASPEN, GLENWOOD SPRINGS AND RIFLE, COLORADO)**

MATURITY SCHEDULE

SERIES 2025A*

\$ _____*	_____ %	Term Bond Due _____, 20__	Yield _____ %	CUSIP® NUMBER®, ¹ _____
\$ _____*	_____ %	Term Bond Due _____, 20__	Yield _____ %	CUSIP® NUMBER®, ¹ _____

TAXABLE SERIES 2025B*

\$ _____*	_____ %	Term Bond Due _____, 20__	Yield _____ %	CUSIP® NUMBER®, ¹ _____
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TAXABLE SERIES 2025C*

\$ _____*	_____ %	Term Bond Due _____, 20__	Yield _____ %	CUSIP® NUMBER®, ¹ _____
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* Preliminary; subject to change.

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¹ The Issuer takes no responsibility for the accuracy of the CUSIP® numbers, which are included solely for the convenience of the registered owners and the Beneficial Owners of the Series 2025 Bonds.

CITY OF RIFLE, COLORADO

REVENUE BONDS

**(HABITAT ROARING FORK VALLEY, INC. MODULAR HOUSING PRODUCTION
FACILITY, SERVICE AREAS IN ASPEN AND GLENWOOD SPRINGS, COLORADO)**

**Habitat for Humanity Roaring Fork Valley, Inc. Board of Directors [HABITAT, PLEASE
CONFIRM AND COMPLETE]**

Danielle Howard, Chair
Jamie Steiner, Vice Chair
Scott McHale, Chair – Development
Alex Revilla
Jorge Rojas-Lopez, [____]
Rosario Young, Chair – Fundraising Cabinet
Allyson Decator, Chair – Modular Production
Committee

John Blair, [____]
Chair, Chair – Homeowner Services
Skip Berhorst, [____]
Chair, ReStore Advisory Committee
Kent Wilson, [____]
Nina Itin, Secretary
Anthony Sherman, [____]

Borrower's Counsel

Fennemore Craig, P.C.
Denver, Colorado

Bond Counsel

Hogan Lovells US LLP
Denver, Colorado

Underwriter

D. A. Davidson & Co.
Denver, Colorado

Underwriter's Counsel

Ballard Spahr LLP
Denver, Colorado

Trustee

U.S. Bank Trust Company, National Association
Denver, Colorado

This Limited Offering Memorandum does not constitute an offer to sell the Series 2025 Bonds in any jurisdiction in which or to any person to whom it is unlawful to make such an offer. No dealer, salesperson or other person has been authorized by the Issuer, the Borrower or the Underwriter to give any information or to make any representations, other than those contained herein, in connection with the offering of the Series 2025 Bonds and, if given or made, such information or representations must not be relied upon.

The information set forth herein under the captions “INTRODUCTION—The Issuer,” “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION—The Issuer” has been obtained from the Issuer. All other information set forth herein has been obtained from the Borrower and other sources that are believed to be current and reliable. The accuracy or completeness of any information other than that contained under the captions “INTRODUCTION—The Issuer,” “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION—The Issuer” is not guaranteed by, and is not to be construed as a representation by, the Issuer.

Certain statements included or incorporated by reference in this Limited Offering Memorandum, including APPENDIX A hereto, constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “budget” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Neither the Issuer nor the Borrower plans to issue any updates or revisions to those forward-looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur.

Estimates and opinions are included and should not be interpreted as statements of fact. Summaries of documents do not purport to be complete statements of their provisions. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Borrower since the date hereof. References to website addresses presented herein are for informational purposes only. Such websites and the information or links contained therein are not incorporated into, and are not part of, this Limited Offering Memorandum.

The Underwriter has provided the following sentence for inclusion in this Limited Offering Memorandum. The Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibility to investors under the federal securities law as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2025 BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2025 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE INDENTURE HAS NOT BEEN QUALIFIED UNDER THE

TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS
CONTAINED IN SUCH ACTS.

NOTICE TO INVESTORS

The Series 2025 Bonds are to be offered and sold (including in secondary market transactions) only to Qualified Institutional Buyers and Accredited Investors (as defined under “TRANSFER RESTRICTIONS” herein). The Indenture under which the Series 2025 Bonds will be issued will contain provisions limiting transfers of the Series 2025 Bonds to Qualified Institutional Buyers and Accredited Investors. In addition, the face of each Series 2025 Bond will contain a legend to the effect that such Series 2025 Bond can only be owned by Qualified Institutional Buyers and Accredited Investors. Each initial purchaser will be required to deliver an Investor Letter substantially in the form of APPENDIX L hereto.

The Series 2025 Bonds will be issued in minimum denominations of \$100,000 or any integral multiple of \$5,000 in excess of \$[250,000] and in fully registered form only and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York.

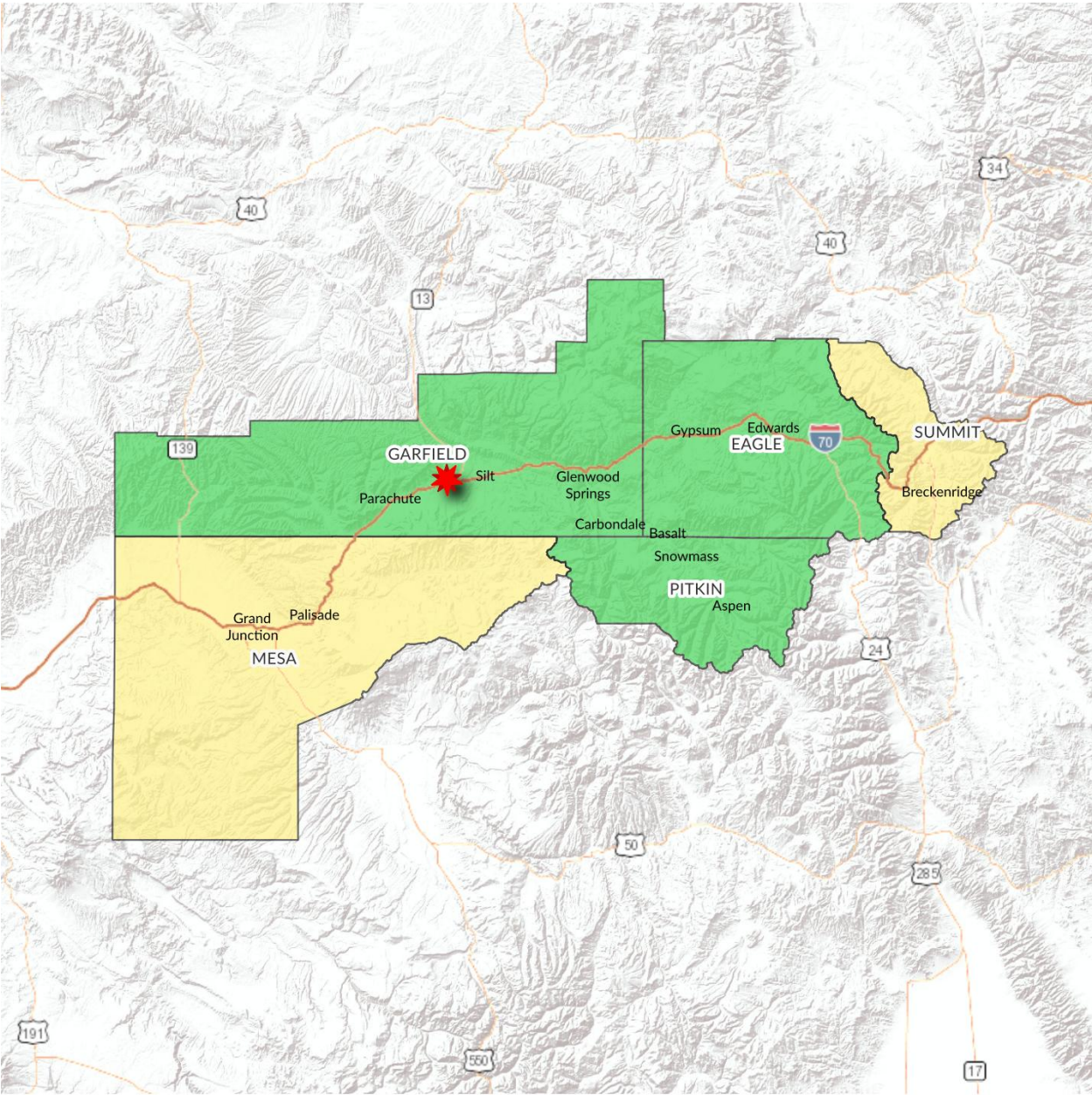
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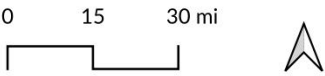
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PRODUCTION PLANT VICINITY AND MARKET AREAS



Legend

-  Proposed Plant
-  Primary Market Area
-  Secondary Market Area



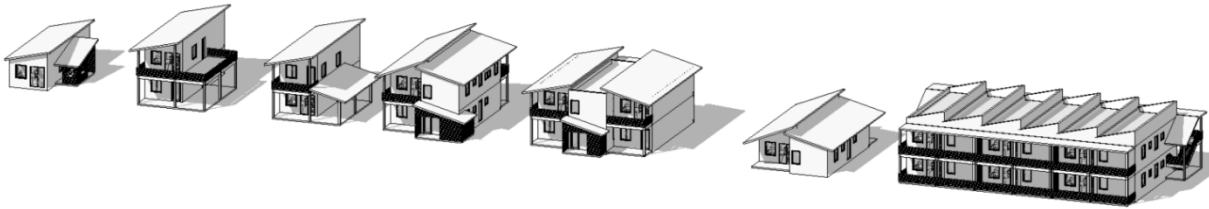
PROJECT PHOTOS

Production Plant



Modular Units [footnote to be added to photos below to indicate they were not manufactured at the plant, but are instead representative of those that will be]





[PLEASE PROVIDE A HIGH-RES COPY OF THE IMAGE ABOVE]

LIMITED OFFERING MEMORANDUM

CITY OF RIFLE, COLORADO REVENUE BONDS (HABITAT ROARING FORK VALLEY, INC. MODULAR HOUSING PRODUCTION FACILITY, SERVICE AREAS IN ASPEN, GLENWOOD SPRINGS AND RIFLE, COLORADO)

**\$(PAR-A)*
SERIES 2025A**

**\$(PAR-B)*
TAXABLE, SERIES 2025B**

**\$(PAR-C)*
TAXABLE, SUBORDINATE SERIES 2025C**

INTRODUCTION

The purpose of this Limited Offering Memorandum is to provide certain information concerning the issuance and sale by the City of Rifle (the “**Issuer**”) of its \$(PRINCIPAL)* Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Series 2025 (the “**Series 2025 Bonds**”). The Series 2025 Bonds will be issued pursuant to an Indenture of Trust, dated as of [] 1, 2025 (the “**Indenture**”), by and between the Issuer and U.S. Bank Trust Company, National Association, solely in its capacity as trustee (the “**Trustee**”). The offering of the Series 2025 Bonds is made only by way of this Limited Offering Memorandum, which supersedes any other information or materials used in connection with the offer or sale of the Series 2025 Bonds. This Limited Offering Memorandum speaks only as of its date, and the information contained herein is subject to change. Capitalized terms used but not defined in this Limited Offering Memorandum have the meanings described in “APPENDIX F—FORM OF THE INDENTURE” and “APPENDIX G—FORM OF THE LOAN AGREEMENT.”

The following introductory material is only a brief description of, and is qualified by, the more complete information contained throughout this Limited Offering Memorandum. A full review should be made of the entire Limited Offering Memorandum and the documents summarized or described herein. The offering of the Series 2025 Bonds to potential investors is made only by means of the entire Limited Offering Memorandum. No person is authorized to detach this Introduction from this Limited Offering Memorandum or otherwise use it without the entire Limited Offering Memorandum.

The Issuer

The Issuer is located approximately 185 miles west of Denver, 30 miles west of Glenwood Springs, Colorado and 61 miles east of Grand Junction, Colorado, on Interstate Highway 70. The Issuer currently has an estimated population of 10,563 persons in 2023 and covers approximately 7 square miles. The Issuer was originally incorporated in 1905 and became a home rule city in 1963 upon adoption of its Charter which provides for a council-manager form of government. See “THE ISSUER.”

The Issuer is authorized under the County and Municipality Development Revenue Bond Act, constituting Article 3, Title 29, Colorado Revised Statutes, as amended (the “**Act**”) and the Colorado Supplemental Public Securities Act, constituting Article 57, Title 11, Section 201 et seq., Colorado Revised Statutes, as amended (the “**Supplemental Act**”), to issue Series 2025 Bonds. See “THE ISSUER” herein.

The Issuer will lend the proceeds of the Series 2025 Bonds to the Borrower pursuant to the Loan Agreement. The Borrower is obligated under the Loan Agreement to make payments to the Issuer that are

* Preliminary; subject to change.

sufficient to, and will be used to, pay debt service on the Series 2025 Bonds (the “**Loan Payments**”) from Gross Revenues. As defined in the Loan Agreement, “**Gross Revenues**” means all revenues, income, receipts and money of every nature in any form derived or received by the Borrower solely from the Production Plant, including but not limited to, gross revenues derived from its operation and possession of and pertaining to such Production Plant, interest or earnings on investments, including earnings on investments on deposit in the funds and accounts of the Indenture which shall be treated in accordance with the Indenture, interest on any deposit accounts of the Borrower to the extent controlled by the Trustee under the Deposit Account Control Agreement, any forfeited security deposits and any accounts receivable or rights the Borrower may have in accounts receivable [receipts of renewable energy incentives from the Inflation Reduction Act to be included in Gross Revenues]; provided, however, that Gross Revenues are not to include any revenue or income of the Borrower which is derived from its operations not relating to the Production Plant or its other Assets.

The Borrower

Habitat for Humanity of the Roaring Fork Valley, Inc. (the “**Borrower**” or “**Habitat RFV**”), is a Colorado nonprofit organization formed in 1999 with its headquarters located in Glenwood Springs, Colorado. The Borrower provides affordable home ownership for working families and individuals residing throughout the Roaring Fork Valley of Colorado. Habitat RFV is an affiliate of Habitat for Humanity International, Inc. (“**Habitat for Humanity**”), a global nonprofit housing organization working in local communities in all 50 states of the United States (including 1500 local affiliates such as the Borrower), and in approximately 70 countries. Habitat for Humanity’s vision is of a world where everyone has a decent place to live. The Borrower, acting through its 50 employees, its leadership team and Board of Directors, supports the vision of Habitat for Humanity. The Borrower is considered a subordinate under the group tax exemption umbrella of Habitat for Humanity under Section 501(c)(3) of the Internal Revenue Code (the “**Code**”). Important information about the Borrower, its financial condition and its revenue sources is set out in “APPENDIX A—HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC.” attached hereto, which should be read in its entirety. In addition, a copy of the Borrower’s audited financial statements for the fiscal years ended June 30, 2024 and 2023 are attached as “APPENDIX B—HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC. CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2024” and “APPENDIX C—HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC. CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2023” respectively, and should be read in their entirety.

Purpose of the Series 2025 Bonds

The proceeds of the Series 2025 Bonds will be used to finance (i) the acquisition, construction, equipping and installation of a 65,000 square foot modular housing manufacturing facility (the “**Production Plant**”) located on 10.5 acres leased (the “**Project Site**”) by the Issuer to the Borrower within the boundaries of the Issuer; (ii) the funding of a required debt service reserve fund for the Series 2025 Bonds; (iii) the payment of certain capitalized interest on the Series 2025 Bonds; (iv) the funding of an operating expense reserve fund; and (v) the payment of the costs of issuance of the Series 2025 Bonds (collectively, the “**Project**”). The Production Plant is designed to manufacture 200 units of modular housing per year. The units range in sizes of 720 to 864 square feet. Depending on their configuration, the units are equivalent to 100 houses with 2-3 bedrooms though a single unit can be a single bedroom house. See “ESTIMATED SOURCES AND USES OF FUNDS AND PLAN OF FINANCE.”

Registration and Denominations

The Series 2025 Bonds will be issued in minimum denominations of \$100,000 or any multiple of \$5,000 in excess of \$[250,000] (“**Authorized Denominations**”) and in fully registered form only and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York.

The Series 2025 Bonds are to be offered and sold (including in secondary market transactions) only to Qualified Institutional Buyers and Accredited Investors (as defined under “TRANSFER RESTRICTIONS” herein), and each initial purchaser will be required to deliver an Investor Letter substantially in the form of APPENDIX L hereto.

The Series 2025 Bonds

The Series 2025 Bonds will bear interest from the date of their initial delivery at the interest rates as set forth on the inside cover hereof, and interest will be payable on each January 1 and July 1, commencing July 1, 2025*. Principal of the Series 2025 Bonds will be payable on each July 1, commencing July 1, 20[]*, as indicated on the inside front cover. The Series 2025 Bonds will be issued in Authorized Denominations. See “THE SERIES 2025 BONDS” herein.

Prior Redemption

The Series 2025 Bonds are subject to optional, mandatory sinking fund and extraordinary redemption prior to maturity, as described herein. See “THE SERIES 2025 BONDS—Redemption.”

Security for the Series 2025 Bonds

The Series 2025 Bonds will be issued under the Indenture, payable from the Loan Payments and equally and ratably secured by and entitled to the benefits of the Loan Agreement, the Mortgage and the Indenture.

The Series 2025 Bonds will be limited obligations of the Issuer and, as and to the extent set forth in the Indenture, will be payable from, and secured by from and secured by all the right, title, and interest of the Issuer in and to (a) the Loan Agreement (except for Unassigned Rights, as defined in the Loan Agreement), (b) the Senior Promissory Note (the “**Senior Note**”) and the Subordinate Promissory Note (the “**Subordinate Note**”) and, together with the Senior Note, the “**Notes**”) of the Borrower, (c) the Leasehold Deed of Trust, Security Agreement and Fixture Filing, from the Borrower to the Trustee, granting a first mortgage lien on the Borrower's right, title and interest in the real property portion of the Project and granting a first lien security interest in all Fixtures and Equipment and personal property comprising the Project, and assigning and pledging the Borrower's interest in the Income (as defined therein) from the Project, for the use and benefit of the Issuer, as security for the payments due under this Loan Agreement and the Notes (the “**Mortgage**”) and all extensions and renewals of the terms thereof, if any, (d) the “**Construction Documents**” (defined in the Loan Agreement as the Construction Contract; the Plans and Specifications; any necessary permits for construction of the Production Plant; contracts with any architects, engineers or consultants hired by the Borrower in connection with the Project; performance and payment bonds with respect to the Project; and any and all other documents executed by or furnished to the Borrower in connection with the acquisition, construction, equipping or installation of the Project), (e) the Gross Revenues (as defined below), (f) all the right, title, and interest of the Issuer in and to all cash proceeds and receipts arising out of or in connection with the sale of the Series 2025 Bonds and all money held by the

* Preliminary; subject to change.

Trustee in the funds created under this Indenture (except the General Account of the Rebate Fund), (g) all the right, title, and interest of the Issuer in and to all money and securities and interest earnings thereon from time to time delivered to and held by the Trustee under the terms of the Indenture, (h) all the right, title, and interest of the Issuer in and to all money held by the Borrower in the Operating Expense Account established pursuant to the Deposit Account Control Agreement, by and between the Borrower and Alpine Bank, and (i) all the right, title, and interest of the Issuer in and to all proceeds (cash and noncash) of any or all of the foregoing (the “**Trust Estate**”).

As defined in the Loan Agreement, “**Gross Revenues**” means all revenues, income, receipts and money of every nature in any form derived or received by the Borrower solely from the Production Plant, including but not limited to, gross revenues derived from its operation and possession of and pertaining to such Production Plant, interest or earnings on investments, including earnings on investments on deposit in the funds and accounts of the Indenture which shall be treated in accordance with the Indenture, interest on any deposit accounts of the Borrower to the extent controlled by the Trustee under the Deposit Account Control Agreement, any forfeited security deposits and any accounts receivable or rights the Borrower may have in accounts receivable; provided, however, that Gross Revenues are not to include any revenue or income of the Borrower which is derived from its operations not relating to the Production Plant or its other Assets [receipts of renewable energy incentives from the Inflation Reduction Act to be included in Gross Revenues].

NONE OF THE ISSUER, THE STATE OF COLORADO OR ANY POLITICAL SUBDIVISION THEREOF SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR THE PREMIUM, IF ANY, OR THE INTEREST ON THE SERIES 2025 BONDS EXCEPT THE LIMITED OBLIGATION OF THE ISSUER PAYABLE SOLELY FROM REVENUES AND OTHER FUNDS PROVIDED IN THE INDENTURE, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE STATE OF COLORADO OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2025 BONDS.

Under the Loan Agreement, the Borrower has an absolute and unconditional obligation to pay the Loan Payments to be made thereunder, which payments are due in amounts and at the times necessary to pay the principal (whether at maturity or upon acceleration or prior redemption) of and interest to the date of maturity or redemption of the Series 2025 Bonds. The Borrower’s payment obligations under the Loan Agreement are also secured by a lien on the Pledged Revenues and certain real and personal property of the Borrower pursuant to the Mortgage.

Pledged Revenues are defined under the Loan Agreement to mean (i) the Gross Revenues; (ii) any awards and recoveries received with respect to the Project including foreclosure, sale, and insurance and condemnation awards with respect to the Project; (iii) all other moneys with respect to the Project to which the Issuer may be entitled, including earnings on the Series 2025 Bonds; and (iv) all revenues associated with the Direct Pay Investment Tax Credit, if awarded by the federal government pursuant to the Inflation Reduction Act, which are available for eligible costs under such Act (the “**Pledged Revenues**”).

See “APPENDIX F—FORM OF THE INDENTURE,” “APPENDIX G—FORM OF THE LOAN AGREEMENT” and “SECURITY FOR THE SERIES 2025 BONDS” herein.

Ground Lease

The Project Site is owned by the Issuer and leased to the Borrower pursuant to the terms of the Amended and Restated City of Rifle/Habitat for Humanity Modular Housing Production Facility Site Ground Lease, dated as of [February 1, 2025] (the “**Ground Lease**”), by and between the Issuer and the

Borrower, attached hereto as Appendix E. The Ground Lease provides for a 25 year term (the “**Base Term**”) with options to extend up to an additional 35 years following the expiration of the initial 25 year term. Rents due under the Ground Lease for the Base Term are equal to \$10.00 per year. Under the Ground Lease the Borrower is permitted to construct the Production Plant to produce modular housing units for installation in Borrower workforce housing projects in Western Colorado [DEFINE] and for sale to third parties solely for installation in other deed restricted workforce housing developments in Western Colorado (the “**Permitted Business**”). The Borrower is not subject to property taxes for lease of the Project Site.

In the event the Borrower determines, in its sole discretion, that continued operation of the Production Plant is not economically viable, the Borrower is entitled to change the purpose, use and operation of the structure and grounds provided that the new use complies with the Issuer’s ordinances and regulations applicable to the Project Site. The Borrower shall provide written notice to the Issuer of its intent to repurpose the Production Plant at least ninety (90) days prior to the commencement of any such new use or uses. The Borrower may utilize the repurposed Production Plant for a Habitat ReStore, storage or other uses specifically for the Borrower and not for a third party.

The Mortgage will be recorded against the Project Site and the Ground Lease provides that the Trustee, as beneficiary of the Mortgage may cure an event of default under the Ground Lease, subject to the provisions contained therein, and assume the role of the Borrower under the Ground Lease. Additionally, with the consent of the Issuer, the Ground Lease may be assumed by a lessee other than the Borrower.

The Project Site is located on a former uranium and vanadium processing site and the ore processing operations created radioactive tailings subject to the Uranium Mill Tailings Radiation Control Act (“**UMTRCA**”). Prior to the Issuer’s ownership of the Project Site, the Colorado Department of Public Health and Environment (the “**CDPHE**”) owned the property which fell under the jurisdiction of the United States Department of Energy (the “**DOE**”) for remediation under UMTRCA. The surface of the West UMTRA Site has been fully remediated by the DOE and pursuant to the Final Environmental Assessment of Ground Water Compliance at the New Rifle, Colorado UMTRA Project Site dated July 2003 [Please provide a copy of this document and the Phase 1 for the property], the groundwater compliance strategy is natural flushing in conjunction with institutional controls and monitoring. The Ground Lease is subordinate to the restrictions set forth in the deed conveying the Project Site to the Issuer [Please provide a copy of the deed] and the Borrower is required to comply with the conditions of approval of DOE for the Project Site. See “**RISK FACTORS—Environmental Matters.**”

The Project Site is well located within the three primary market counties and two secondary market counties identified in the Market Analysis. All are easily accessible from the Production Plant via Interstate Highway 70 with access within 2 miles of the Production Plant. See “**PRODUCTION PLANT VICINITY AND MARKET AREAS**” and “**RISK FACTORS**”

Continuing Disclosure

Pursuant to the requirements of the Securities and Exchange Commission Rule 15c2-12 (17 CFR Part 240, Section 240.15c2-12) (the “**Rule**”), the Borrower will enter into the Continuing Disclosure Agreement with the Trustee, as dissemination agent, to be dated as of the date of issuance of the Series 2025 Bonds. In the Continuing Disclosure Agreement, the Borrower will covenant for the benefit of the Bondholders and beneficial owners of the Series 2025 Bonds to provide (i) certain financial information and operating data relating to the Borrower by no later than four months following the end of each Fiscal Year of the Borrower (which fiscal year currently begins on January 1 of each year and ends on the next

succeeding June 30), commencing with the report for the Fiscal Year ending June 30, 2024, (ii) quarterly unaudited financial statements within forty-five (45) days of the end of any fiscal quarter, and (iii) notice of the occurrence of certain enumerated events not in excess of ten (10) business days after the occurrence of such an enumerated event. See “CONTINUING DISCLOSURE” and “APPENDIX J—FORM OF CONTINUING DISCLOSURE AGREEMENT.”

Offering and Delivery of the Series 2025 Bonds

The Series 2025 Bonds will be initially dated and bear interest from their date of delivery. It is expected that the Series 2025 Bonds will be available for delivery through the facilities of DTC in New York, New York on or about [____], 2025*.

Tax Status

In the opinion of Bond Counsel to the Issuer, to be delivered upon the issuance of the Series 2025A Bonds, under existing law and assuming compliance by the Issuer and the Borrower with requirements of the Internal Revenue Code of 1986, as amended (the “**Code**”) that must be met subsequent to the issuance of the Series 2025A Bonds, with which the Issuer and the Borrower have certified, represented and covenanted their compliance, interest on the Series 2025A Bonds is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. **Interest on the Series 2025B Bonds and the Series 2025C Bonds is not excluded from gross income for federal income tax purposes.** Also in the opinion of Bond Counsel to the Issuer, to be delivered upon the issuance of the Series 2025 Bonds, under existing law, interest on the Series 2025 Bonds is not subject to income taxation by the State of Colorado. See “TAX MATTERS” for a more detailed description.

Certain Information Related to this Limited Offering Memorandum

The descriptions herein of the Indenture, the Loan Agreement, the Mortgage and other agreements relating to the Series 2025 Bonds are qualified in their entirety by reference to such documents, and the description herein of the Series 2025 Bonds is qualified in its entirety by the form thereof and the information with respect thereto included in such documents. See “APPENDIX F—FORM OF THE INDENTURE,” “APPENDIX G—FORM OF THE LOAN AGREEMENT,” and “APPENDIX H—FORM OF MORTGAGE” for, among other things, the rights and duties of the Issuer and the Borrower and the rights and remedies of the Trustee and the Bondholders upon a default under the Indenture or the Loan Agreement, provisions relating to amendment of the Indenture or the Loan Agreement and procedures for defeasance of Series 2025 Bonds.

Agents and Advisors

D.A. Davidson & Co. will serve as the Underwriter. Hogan Lovells US LLP, has acted as Bond Counsel. Certain legal matters will be passed on for the Issuer by its counsel, Karp Neu Hanlon, PC, Glenwood Springs, and for the Borrower by its counsel, Fennemore Craig, P.C., Denver, Colorado. U.S. Bank Global Corporate Trust, Denver, Colorado will serve as the Trustee for the Series 2025 Bonds. Certain fees that are payable with respect to the Series 2025 Bonds to various counsel, the Underwriter and the Trustee are contingent upon the issuance and delivery of the Series 2025 Bonds

* Preliminary; subject to change.

Additional Information

The information and expressions of opinion herein speak only as of their date and are subject to change without notice. Neither delivery of this Limited Offering Memorandum nor any sale made hereunder nor any future use of this Limited Offering Memorandum will, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Borrower since the date of this Limited Offering Memorandum. Additional information regarding this financing may be obtained from D.A. Davidson & Co., 1550 Market Street, Suite 300, Denver, Colorado 80202, (303) 764-6000.

THE ISSUER

The Issuer is located approximately 185 miles west of Denver, 30 miles west of Glenwood Springs, Colorado and 61 miles east of Grand Junction, Colorado, on Interstate Highway 70. The Issuer currently has an estimated population of 10,563 persons in 2023 and covers approximately 7 square miles. The Issuer was originally incorporated in 1905 and became a home rule city in 1963 upon adoption of its Charter which provides for a council-manager form of government.

The Issuer is authorized under the County and Municipality Development Revenue Bond Act, constituting Article 3, Title 29, Colorado Revised Statutes, as amended (the “**Act**”) and the Colorado Supplemental Public Securities Act, constituting Article 57, Title 11, Section 201 et seq., Colorado Revised Statutes, as amended (the “**Supplemental Act**”), to issue the Series 2025 Bonds.

The Issuer will lend the proceeds of the Series 2025 Bonds to the Borrower pursuant to the Loan Agreement. The Borrower is obligated under the Loan Agreement to make payments to the Issuer that are sufficient to, and will be used to, pay debt service on the Series 2025 Bonds.

The Issuer is a home-rule city with a Council/Manager form of government. The Issuer’s Council (the “**City Council**”) is made of up seven members that are elected by a non-partisan election (held in September of odd-numbered years) to four year, overlapping terms. After each election, the City Council elects a mayor from among its members to a two year term of office. The City Council serves as the legislative and governing body that sets policy, enacts laws, adopts a budget, and hires a City Manager, City Attorney, City Clerk, Chief of Police, and Municipal Judge. By adopting the Issuer’s annual budget, the City Council sets funding levels for all Issuer services and programs.

The Series 2025 Bonds are special, limited obligations of the Issuer payable solely from the funds pledged therefor under the Indenture. The Issuer has not furnished, reviewed, investigated or verified the information contained in this Limited Offering Memorandum other than the information contained in this section and the sections entitled “INTRODUCTION—The Issuer,” “ABSENCE OF MATERIAL LITIGATION—The Issuer.” The Issuer does not and will not in the future monitor the financial condition of the Borrower or otherwise monitor payment of the Series 2025 Bonds or compliance with the documents relating thereto. Any commitment or obligation for continuing disclosure with respect to the Series 2025 Bonds or the Borrower has been undertaken solely by the Borrower. See “CONTINUING DISCLOSURE” herein.

THE BORROWER

Habitat for Humanity of the Roaring Fork Valley, Inc. (the “**Borrower**” or “**Habitat RFV**”), is a Colorado nonprofit organization formed in 1999 with its headquarters located in Glenwood Springs, Colorado. The Borrower provides affordable home ownership for working families and individuals residing throughout the Roaring Fork Valley of Colorado. Habitat RFV is an affiliate of Habitat for Humanity International, Inc. (“**Habitat for Humanity**”), a global nonprofit housing organization working in local

communities in all 50 states of the United States (including 1500 local affiliates such as Borrower), and in approximately 70 countries. Habitat for Humanity's vision is of a world where everyone has a decent place to live. The Borrower, acting through its 50 employees, its leadership team and Board of Directors, supports the vision of Habitat for Humanity. The Borrower is considered a subordinate under the group tax exemption umbrella of Habitat for Humanity under Section 501(c)(3) of the Code.

All corporate powers of the Borrower are exercised by and under the authority of and the affairs of the Borrower managed under the direction of the Borrower's Board of Directors (the "**Board**"). The Board is composed of 12 directors elected for concurrent 1 year terms. Board directors serve until they choose to leave the Board, but no director can serve more than 8 consecutive 1 year terms. The Board meets at least six times each year. According to the Borrower's by-laws there are nine operating committees of the Board: Development Committee, Public Relations Committee, Family Selection Committee, Family Nurturing Committee, Site Selection Committee, Building Committee, ReStore Advisory Committee, Government Liaison and Private Sector Committee and the Strategic Planning Committee. According to the by-laws, the Board may establish other operating committees as it deems appropriate in the pursuit of its mission. See "APPENDIX A—HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC.—GOVERNANCE AND MANAGEMENT."

Important information about the Borrower, its financial condition and its revenue sources is set out in "APPENDIX A—HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC." attached hereto, which should be read in its entirety. In addition, a copy of the Borrower's audited financial statements for the fiscal years ended June 30, 2024 and 2023 are attached as "APPENDIX B—HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC. CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2024" and "APPENDIX C—HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC. CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2023" respectively, and should be read in their entirety.

PROJECT DESCRIPTION, ESTIMATED SOURCES AND USES OF FUNDS AND PLAN OF FINANCE

The Project

The proceeds of the Series 2025 Bonds will be used to finance a project consisting of: (i) the acquisition, construction, equipping and installation of a 65,000 square foot modular housing manufacturing facility located on 10.5 acres within the boundaries of the Issuer leased by the Issuer to the Borrower (the "**Production Plant**"); (ii) the funding of a required debt service reserve fund for the Series 2025 Bonds; (iii) the payment of certain capitalized interest on the Series 2025 Bonds; (iv) the funding of an operating expense reserve fund; and (v) the payment of the costs of issuance of the Series 2025 Bonds (collectively, the "**Project**"). The Production Plant will be designed and operated to produce modular housing units for Habitat-sponsored projects and modules for sale to third parties exclusively for installation in other "deed restricted" affordable workforce housing developments in Western Colorado. [Description of deed restrictions to come]

[Comment from D.A. Davidson to Borrower: please write a few paragraphs describing business strategy for selling units, unit pricing, and the total cost of a home to a developer. You probably want to use some data from Market Report. Also include first five years of Plant ramp of unit production and also the financial terms of sale of units.]

The Project is designed to manufacture 200 modular units per year. Typically two units will become a single house, typically between [1200-1400] square feet. [Comment from D.A. Davidson to Borrower:

we need a few paragraphs describing units and their amenities like net zero, appliances, bedrooms, roofing options, etc. Also describe here the Library of unit configurations which Plant has capability to manufacture.]

The Borrower has contracted with the following construction, engineering and design firms to design and build the Production Plant. **[Please provide contracts when available if not provided previously]**

- 3in1 Solutions, [Wasilla, Alaska,][**CONFIRM**] (<https://www.3in1solutions.com/>)¹ a nationally recognized expert on modular housing operations and facilities, is responsible for designing and specifying the modular production process, all tool and equipment needs, all plant staffing requirements, and the manufacturing capacity of the Production Plant.

- EVstudio, Denver, Colorado, is serving as the architect and engineer of record for the Production Plant. EVstudio will also provide construction administration services including verifying all construction requisitions from the Trustee (<https://evstudio.com/>)¹.

- Prosono, Denver, Colorado(**“Prosono”**) (<https://www.prosono.com/>)¹, is serving as engaged as the Borrower’s engineering representative and developed the financial feasibility analysis for the Production Plant. Prosono has also prepared the projections. See “BORROWER’S PROJECTIONS.”

- Decatur Wilkie Inc., Basalt, Colorado (<https://www.decaturlwilkie.com/>)¹, is serving as the general contractor (the **“Contractor”**) for the construction of the Production Plant. The Borrower and the Contractor have entered into a AIA Document A141-2014 Standard Form of Agreement Between Owner and Design-Builder, dated as of [____], 2024 (the **“Design-Build Agreement”**), and a GMP amendment thereto executed on [____], 20[24] (the **“GMP Contract”**), pursuant to which the parties agreed to a Guaranteed Maximum Price of \$[____] to complete the Production Plant. The Borrower and the Contractor have entered into an AIA Document 312 describing a Letter of Credit from Alpine Bank, Glenwood Springs, Colorado. The Letter of Credit is for 10% of the Contractor’s obligations for payment to its subcontractors. Approximately 95% of the Contractor’s financial obligations for construction of the Production Plant are with its subcontractors **[Are these subcontractors known/contracted with too?]**.

¹ References to website addresses presented herein are for informational purposes only. Such websites and the information or links contained therein are not incorporated into, and are not part of, this Limited Offering Memorandum.

The budget for the construction of the Production Plant is as set forth below:

Project Budget *

Metal Building Fabrication	\$2,783,877
Installation and Equipping of Metal Building	
Solar Array	1,849,223
Other Hard Costs and Predevelopment Costs	
FF&E	
Total Uses	\$

* Preliminary; subject to change.

¹ Working capital is required for start-up expenses and is expected to cover initial operating losses. Working capital is not to cover any type of construction of the Project. The working capital will be provided from the proceeds of the Series 2025C Junior Lien Bonds which will fund the Operating Reserve Fund with \$3.1 million.

The Production Plant is a steel, energy-efficient structure that has been designed to ensure maximum efficiency and flexibility. It will include a metal roof that will house solar panel arrays to help support electric load. The Production Plant is expected to include 14 stations that can be in use on the climate controlled production floor at any given time. These stations provide the ability to alter the size and design of modules to meet project specifications. The Borrower has achieved and is building with net-zero construction certification and will continue to build with these standards at the Production Plant.

The Production Plant will be located on a former uranium and vanadium processing site and the ore processing operation created a radioactive tailings subject to the Uranium Mill Tailings Radiation Control Act. See “INTRODUCTION—Ground Lease” and “RISK FACTORS—Environmental Risks.

Estimated Sources and Uses of Funds. The estimates source and uses of the Series 2025 Bonds are as follows:

SOURCES:

Proceeds of the Series 2025 Bonds.....
 [Net] Original Issue [Premium/Discount].....
 Total

USES:

Deposit to Project Fund for Project Costs
 Debt Service Reserve Fund.....
 Capitalized interest
 Deposit to Operating Reserve Fund
 Deposit into the Costs Issuance Fund, including
 underwriter’s discount ¹
 Total

¹ See “UNDERWRITING.”

Source: The Underwriter.

[Working capital will be provided from the proceeds of the Series 2025C Junior Lien Bonds which will fund the Operating Reserve Fund with \$3.1 million. Working capital is required for start-up expenses, interest expenses after capitalized interest is fully utilized and to cover initial operating losses. Working capital is not expected to be needed for construction of the Project. As noted in the proforma, the Production Plant is expected to “break even” at about [60]% of capacity or approximately 120 units of production in

[March, 2027]. At that time the working capital expected on the Plant's balance sheet would be approximately [\$500,000]. See "BORROWER'S PROJECTIONS."

BORROWER'S PROJECTIONS

The following pro-forma projection is the Borrower's estimate of revenues and expenses for the Production Plant and debt service for the Series 2025 Bonds. The projections have been prepared by management of the Borrower and have not been examined by independent accountants. The Borrower believes these projections to be accurate; however, there can be no guarantee these projections will accurately reflect actual revenues, expenses or debt service and any variation could be material. See "RISK FACTORS— Borrower's Projections."

[Add assumptions for proforma projections and reference to third-party review][**PROFORMA TO BE
INSERTED HERE**]

DEBT SERVICE REQUIREMENTS FOR THE SERIES 2025A/B BONDS

Set forth in the following table are the debt service requirements for the Series 2025A/B Bonds.
[Add projected payments on the Series 2025C Bonds?]

TABLE I
Debt Service Requirements ¹

Year	Series 2025A/B Bonds		Annual Total
	Principal*	Interest	
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
Total			

* Preliminary; subject to change.

Source: The Underwriter.

RISK FACTORS

INVESTMENT IN THE SERIES 2025 BONDS INVOLVES A HIGH DEGREE OF RISK, IS SPECULATIVE IN NATURE AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO ARE ABLE TO EVALUATE AND UNDERSTAND SUCH RISK AND WHO CAN AFFORD TO ASSUME SUCH RISK. NO FINANCIAL STATEMENTS OR OPERATING DATA ARE CURRENTLY AVAILABLE FOR THE PRODUCTION PLANT. SEE “RISK FACTORS” HEREIN. ANY PROSPECTIVE INVESTOR CONSIDERING INVESTING IN THE SERIES 2025 BONDS SHOULD CAREFULLY EXAMINE THIS LIMITED OFFERING MEMORANDUM, INCLUDING THE APPENDICES HERETO.

The following are risk factors that have been identified by the Borrower and should be carefully considered by prospective purchasers of the Series 2025 Bonds. The following list should not be considered

to be exhaustive and has been prepared within the context of this Limited Offering Memorandum. Inclusion of the risk factors below is not intended to signify that there are no other investment considerations or risks attendant to the Series 2025 Bonds that are material to an investment decision with respect to the Series 2025 Bonds that are otherwise described or apparent elsewhere herein.

[FOLLOWING SECTION TO BE UPDATED REGARDING SERIES 2025C BONDS]

General

As noted under “SECURITY FOR THE SERIES 2025 BONDS” herein, the Series 2025 Bonds are payable from Loan Payments made by the Borrower from the Pledged Revenues, which include Gross Revenues of the Borrower or certain funds derived from the Mortgage. Future economic and other conditions, including the Borrower’s revenue and expenses, litigation, investment returns, demographic changes, legislation, governmental regulations or catastrophic or other events damaging the Production Plant could adversely affect the Borrower’s ability to pay the Loan Payments. In addition, any developments affecting the nonprofit or tax-exempt status of the Borrower could adversely affect the financial condition and operations of the Borrower. **There can be no assurance given that revenues of the Borrower will not decrease and/or that expenses of the Borrower will not increase.** The Borrower’s obligation to make Loan Payments under the Loan Agreement is an absolute and unconditional obligation of the Borrower and such obligation is secured by the Pledged Revenues and the Mortgage. Any and all financial forecasts are only good faith estimates and are not intended as a representation or warranty as to the future financial condition of the Borrower.

Limitation on Revenues

The Borrower has pledged its revenues from the operation of the Production Plant to the repayment of the Series 2025 Bonds, such revenues do not include any revenue or income of the Borrower which is derived from its other operations outside of the Production Plant or its other Assets.

Leasehold Interest

The Borrower’s legal interest in the Real Property is subject to the terms and conditions of the Ground Lease.

The Project Site is owned by the Issuer and will be leased to the Borrower pursuant to the terms of the Amended and Restated City of Rifle/Habitat for Humanity Modular Housing Production Facility Site Ground Lease, dated as of [February 1, 2025] (the “**Ground Lease**”), by and between the Issuer and the Borrower, attached hereto as Appendix E. The Ground Lease provides for a 25 year term (the “**Base Term**”) with options to extend up to an additional 35 years following the expiration of the initial 25 year term. Rents due under the Ground Lease for the Base Term are equal to \$250.00 per year. Under the Ground Lease the Borrower is permitted to construct the Production Plant to produce modular housing units for installation in Borrower workforce housing projects in Western Colorado [DEFINE] and for sale to third parties solely for installation in other deed restricted workforce housing developments in Western Colorado (the “**Permitted Business**”). The Borrower is not subject to property taxes for lease of the Project Site.

In the event the Borrower determines, in its sole discretion, that continued operation of the Production Plant is not economically viable, the Borrower is entitled to change the purpose, use and operation of the structure and grounds provided that the new use complies with the Issuer’s ordinances and regulations applicable to the Project Site. The Borrower shall provide written notice to the Issuer of its intent to repurpose the Production Plant at least ninety (90) days prior to the commencement of any such

new use or uses. The Borrower may utilize the repurposed Production Plant for a Habitat ReStore, storage or other uses specifically for the Borrower and not for a third party.

The Mortgage will be recorded against the Project Site and the Ground Lease provides that the Trustee, as beneficiary of the Mortgage may cure an event of default under the Ground Lease, subject to the provisions contained therein, and assume the role of the Borrower under the Ground Lease. Additionally, with the consent of the Issuer, the Ground Lease may be assumed by a lessee other than the Borrower.

Risk Relating to Construction Project

Construction, equipping and furnishing of a new building such as construction of the Production Plant are subject to all typical construction related risks. Such risks include, among others, labor disputes, defective building materials, schedule delays, shortages in various labor trades, fire or other property or casualty damage, unanticipated subsoil conditions and financial difficulties on the part of or disputes with a construction manager, key suppliers, contractors or subcontractors, inflation, material availability and costs. There can be no assurance that construction problems of the types described above, or other problems, will not frustrate the planned completion of any part of the construction of the Production Plant.

The construction of the Production Plant is expected to be completed by the third quarter of 2025. Whether the Production Plant will be completed on schedule depends upon a large number of factors, many of which may be beyond the control of the Borrower. These include, but are not limited to, financial difficulties of the general contractor and subcontractors, adverse weather, strikes, delays in the delivery of or shortages of materials, delays in the issuance of required building permits, environmental restrictions or similar unknown or unforeseeable contingencies. Although construction work will be inspected periodically, there can be no assurance that the Production Plant will conform to construction specifications or state or local regulations. The occurrence of any of the foregoing could result in increases in construction costs or considerable delays in, or the complete impossibility of, the completion of the Production Plant.

Solar Array and Battery To Provide Electrical Energy

The Production Plant will be powered by integrated energy efficient technology: 90% of the electrical power, including heating and cooling systems, will be powered by a solar array . This technology is expected to qualify for Direct Pay Investment Tax Credits (“ITC”) under the Inflation Reduction Act. ITC payments are expected to be received by the Production Plant and deposited to the Revenue Account in an approximate amount of \$750,000 within one year of the solar array and battery equipment being placed in service. The Borrower estimates the receipt of the ITC will be in the 2026 Fiscal Year. The Borrower has completed its application for ITC Direct Payment funding from the Internal Revenue Service and will submit such application prior to the issuance of the Series 2025 Bonds. [Describe process for approval and any risks of not getting approved. Such ITC payments have not been included in the projections of the Borrower’s revenues and expenditures set forth under “BORROWER’S PROJECTIONS.”

Environmental Risks

The Project Site is located on a former uranium and vanadium processing site and the ore processing operations created radioactive tailings subject to the Uranium Mill Tailings Radiation Control Act (“UMTRCA”). Prior to the Issuer’s ownership of the Project Site, the Colorado Department of Public Health and Environment (the “CDPHE”) owned the property which fell under the jurisdiction of the United States Department of Energy (the “DOE”) for remediation under UMTRCA. The surface of the West UMTRA Site has been fully remediated by the DOE and pursuant to the Final Environmental Assessment

of Ground Water Compliance at the New Rifle, Colorado UMTRA Project Site dated July 2003, the groundwater compliance strategy is natural flushing in conjunction with institutional controls and monitoring. The Ground Lease is subordinate to the restrictions set forth in the deed conveying the Project Site to the Issuer and the Borrower is required to comply with the conditions of approval of DOE for the Project Site.

[Description of Phase 1 (if any) to come upon receipt]

Market Analysis

An independent Market Analysis for the Proposed Habitat Modular Housing Plant in Rifle, Colorado (the “**Market Study**”) conducted with respect to the Project to evaluate the current market conditions and prospective market demand for deed restricted affordable housing reserved for income-eligible workforce households within the market area was prepared by Gruen Gruen + Associates, LLC, Denver, Colorado, in August of 2024, which is attached to this Limited Offering Memorandum as “APPENDIX D—MARKET ANALYSIS FOR THE PROPOSED HABITAT MODULAR HOUSING PLANT IN RIFLE, COLORADO.” The purpose of the Market Study was to identify the primary and secondary geographic market areas likely to be served by the Production Plant (see “PRODUCTION PLANT VICINITY AND MARKET AREAS”), estimate the potential demand for modular workforce housing units in these market areas, identify potential sources of supply competition, and estimate the volume of demand potentially served by the Production Plant.

There can be no assurances based on the Market Study that the Production Plant will generate revenue sufficient for the Borrower to make the Loan Payments. See “—Limitation on Revenues” above.

Borrower’s Projections

The projections of the Borrower’s revenues and expenditures herein (see “BORROWER’S PROJECTION”) and in “APPENDIX A—HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC.” hereto have been prepared by management of the Borrower. The Borrower’s projections have not been examined by independent accountants.

THE BORROWER’S PROJECTIONS IN APPENDIX A HERETO MUST BE READ IN THEIR ENTIRETY TO UNDERSTAND THE ASSUMPTIONS UPON WHICH THE PROJECTIONS ARE BASED AND THE QUALIFICATIONS WHICH HAVE BEEN MADE. THERE IS NO ASSURANCE THAT THE PROJECTIONS WILL BE ACHIEVED. ACTUAL FUTURE EVENTS WILL LIKELY VARY FROM THE PROJECTIONS, AND SUCH VARIANCES MAY BE MATERIAL. SEE THE INFORMATION IN THE FIRST UN-NUMBERED PAGE OF THIS LIMITED OFFERING MEMORANDUM REGARDING FORWARD-LOOKING STATEMENTS FOR AN EXPLANATION REGARDING SUCH PROJECTIONS.

Borrower Indebtedness

Under the Loan Agreement, the Borrower is permitted to incur additional debt under certain circumstances. See “SECURITY FOR THE SERIES 2025 BONDS—Additional Indebtedness” and “APPENDIX G—FORM OF THE LOAN AGREEMENT.”

Insurance Coverage

The insurance requirements imposed by the Loan Agreement are limited, and insurance proceeds may not be available to cover all claims or risks relating to the Borrower or its existing facilities. Litigation could arise from the business activities of the Borrower, including from its status as an employer. Many of these risks are covered by insurance, but some may not be covered completely or at all. See “SECURITY FOR THE SERIES 2025 BONDS—Insurance” and “APPENDIX A—HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC.—INSURANCE AND EMPLOYEE BENEFITS.”

Future increases in insurance premiums and future limitations on the availability of certain types of insurance coverage could have an adverse impact on the Borrower’s financial condition and operations and, ultimately, could adversely impact the ability of the Borrower to make Loan Payments.

Gifts and Fundraising

The Borrower solicits and receives gifts, grants and donations from private and public sources. For a variety of reasons, the amount of annual gifts and fundraising results are difficult to project with precision. These reasons include the voluntary nature of charitable giving, the effect of the general and local economy on giving, the unpredictability of the effectiveness of the marketing of a fundraising campaign, the varying tax treatments of the deductibility of gifts and many other factors. A failure to attain sufficient levels of gifts and support could have a material adverse effect on the Borrower’s operations.

Tax-Exempt Status

The Code imposes a number of requirements that must be satisfied for interest on nonprofit corporation obligations, such as the Series 2025A Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of the Series 2025A Bond proceeds, limitations on the investment earnings of the Series 2025A Bond proceeds prior to expenditure, a requirement that certain investment earnings on the Series 2025A Bond proceeds be paid periodically to the United States and a requirement that the Issuer file an information report with the Internal Revenue Service (“IRS”). The Issuer and the Borrower have covenanted in certain of the documents referred to herein that they will comply with such requirements. However, the Borrower’s 501(c)(3) status is dependent on the status of Habitat for Humanity as a 501(c)(3) exempt organization. Habitat for Humanity is not a party to any Bond Documents.

Failure by the Borrower to comply with the requirements stated in the Code and related regulations, rulings and policies may result in the treatment of interest on the Series 2025A Bonds as taxable, retroactively to the date of issuance of the Series 2025A Bonds. Moreover, the occurrence of one or more of the other events described in this section also could adversely affect the exclusion from gross income for federal or State income tax purposes of the interest on the Series 2025A Bonds.

Bond Audit. The IRS has an ongoing program of examining tax-exempt obligations to determine whether, in the view of the IRS, interest on such obligations is properly excluded from gross income for federal income tax purposes, and it is possible that the Series 2025A Bonds may be selected for examination under such program. If an examination is commenced, under current procedures, the IRS will treat the Issuer as the relevant taxpayer under the Code, and the holders of the Series 2025A Bonds may have no right to participate.

The Borrower has not sought to obtain a private letter ruling from the IRS with respect to the Series 2025A Bonds, and the opinion of Bond Counsel as to the tax-exempt status of the Series 2025A Bonds (see “TAX MATTERS” herein) is not binding on the IRS. An IRS examination of the Series 2025A Bonds

could adversely affect the market value and liquidity of the Series 2025A Bonds or result in the loss of the tax-exempt status of the Series 2025A Bonds.

Tax-Exempt Status of the Borrower. The tax-exempt status of the Series 2025A Bonds presently depends upon the maintenance by the Borrower of its status as an organization described in Section 501(c)(3) of the Code. The maintenance of such status is contingent on compliance with general rules promulgated in the Code and related regulations regarding the organization and operation of tax-exempt entities, including its operation for charitable purposes and its avoidance of transactions which may cause its assets to inure to the benefit of private individuals.

In recent years, the IRS has increased the frequency and scope of its audit and other enforcement activity regarding tax-exempt organizations and such organizations are increasingly subject to a greater degree of scrutiny by the IRS. The primary penalty available to the IRS under the Code with respect to a tax-exempt entity engaged in unlawful, private benefit is the revocation of tax-exempt status. Although the IRS has not frequently revoked the 501(c)(3) tax-exempt status of nonprofits, it could do so in the future. Loss of tax-exempt status by the Borrower could result, among other consequences, in the Borrower being in default of certain of its covenants regarding the Series 2025 Bonds. Loss of tax-exempt status of the Borrower also would have material adverse consequences on the financial condition of the Borrower and would cause interest on the Series 2025A Bonds to become taxable.

Less onerous sanctions also have been imposed by the IRS, which sanctions focus enforcement on private persons who transact business with a tax-exempt organization rather than the tax-exempt organization itself, but these sanctions do not replace the other, more severe remedies available to the IRS as mentioned above.

Unrelated Business Taxable Income. In recent years, the IRS and state, county and local taxing authorities have been undertaking audits and reviews of the operations of tax-exempt organizations with respect to their exempt activities and the generation of unrelated business taxable income (“UBTI”). The Borrower has not historically generated any significant amounts of UBTI. The Borrower may participate in activities which generate UBTI in the future. Management of the Borrower believes it has properly accounted for and reported UBTI; nevertheless, an investigation or audit could lead to a challenge which could result in taxes, interest and penalties with respect to unreported UBTI and in some cases could ultimately affect the tax-exempt status of the Borrower as well as the exclusion from gross income for federal income tax purposes of the interest on the Series 2025A Bonds.

State Income Tax Exemption. The loss by the Borrower of its State income tax exemption could be adverse and material to the Borrower and to the value of the Series 2025A Bonds.

Bankruptcy and Limitations on Enforcement of Remedies

The remedies available to the Trustee or the Bondholders upon an Event of Default under the Indenture or under the Loan Agreement are in many respects dependent upon judicial actions that are often subject to discretion and delay, and such remedies may not be readily available or may be limited. In particular, under the United States Bankruptcy Code, a bankruptcy case may be filed with respect to the Borrower. In general, the filing of any such petition operates as a stay against enforcement of the terms of the agreements to which the bankrupt entity is a party, and, in the bankruptcy process, executory contracts may be subject to assumption or rejection by the bankrupt party. In the event of any such rejection, the non-rejecting party or its assigns may become an unsecured claimant of the rejecting party.

The various legal opinions to be delivered concurrently with the Series 2025 Bonds (including Bond Counsel’s approving opinion) will be qualified, as to the enforceability of the various legal

instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally and by general principles of equity applied in the exercise of judicial discretion.

No Credit Rating; No Credit Enhancement

The Borrower has not applied for a rating on the Series 2025 Bonds from any security rating agency. As a result, the Series 2025 Bonds are unrated. Furthermore, no credit enhancement will be obtained for the Series 2025 Bonds, and the Borrower does not intend to obtain such enhancement in the future.

Certain Restrictions on Transfer; Limited Liquidity; Absence of Secondary Market

The Series 2025 Bonds have not been registered or qualified under the Securities Act or the securities laws of any other jurisdiction, and none of the Issuer, the Borrower or the Trustee is obligated to register or qualify the Series 2025 Bonds under the Securities Act or any other securities law or to take any action that could cause the Issuer or the Borrower to become subject to the registration requirements of the Investment Company Act, or any other action not otherwise required under the Indenture to permit the transfer of any Series 2025 Bonds or interest therein without such registration or qualification. The Series 2025 Bonds may be resold or transferred only as described under “NOTICE TO INVESTORS” and “TRANSFER RESTRICTIONS.”

There is currently no market for the Series 2025 Bonds, and they will not be listed on any securities exchange or subject to other arrangement for secondary market trading. There can be no assurance that a secondary market for the Series 2025 Bonds will develop, and consequently, Bondholders and beneficial owners may not be able to liquidate their investment readily, and the Series 2025 Bonds may not be readily accepted collateral for loans. If a market for the Series 2025 Bonds does develop, the Series 2025 Bonds could trade at a substantial discount regardless of then prevailing general market conditions. Accordingly, an investor in the Series 2025 Bonds may find it difficult or uneconomic to liquidate its investment at any particular time and must be prepared to hold the Series 2025 Bonds for an indefinite period of time or until maturity. See “NOTICE TO INVESTORS” and “TRANSFER RESTRICTIONS.”

Limitations Upon Property Subject to the Mortgage

Simultaneously with the execution and delivery of the Series 2025 Bonds, on the Closing Date the Borrower will deliver to the Trustee a lender’s title insurance policy on all real property leased by the Borrower pursuant to the Ground Lease and covered by the Mortgage for the Project. The amount of the loan policy covering the Mortgage will equal \$[PRINCIPAL]*, the aggregate principal amount of the Series 2025 Bonds.

Any practical realization of value from the real property subject to the Mortgage upon any default of the Borrower will depend on the exercise of the remedies specified under the Mortgage, principally foreclosure.

Attempts to re-let the Production Plant or otherwise realize upon security for obligations may be met with defensive measures such as protracted litigation and/or bankruptcy proceedings, and such defensive measures can greatly increase the expense and time involved in achieving such realization. Even if the Trustee should acquire leasehold interest to the real property pursuant to its foreclosure remedies, the ability of the Trustee to lease the real property to third parties, thereby liquidating the investment, would be limited as a result of the nature of the real property and the terms of the Ground Lease. In particular, there

* Preliminary; subject to change.

can be no representation that the value of the property included in the real property constitutes a realizable amount upon any forced sale thereof.

THE SERIES 2025 BONDS

Description of the Series 2025 Bonds

For further description of the Series 2025 Bonds, including, but not limited to, redemption provisions, interest rates, maturity schedules, additional bond provisions, payment provisions and security for the Series 2025 Bonds, see the “APPENDIX F—FORM OF THE INDENTURE,” “APPENDIX G—FORM OF THE LOAN AGREEMENT,” and “APPENDIX H—FORM OF MORTGAGE.”

General Provisions

The Series 2025 Bonds are being issued and delivered pursuant to the Indenture. The Series 2025 Bonds will be dated as of their date of initial delivery, are being issued in the aggregate principal amount set forth on the cover page hereof and will mature on the dates and in the principal amounts set forth on the inside cover page of this Limited Offering Memorandum. The Series 2025 Bonds will be issued in Authorized Denominations. The Series 2025 Bonds will be delivered in fully registered form, will be transferable and exchangeable as set forth in the Indenture and, when delivered, will be registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository for the Series 2025 Bonds. Ownership interests in the Series 2025 Bonds may be purchased in book-entry form only, in Authorized Denominations. So long as the Series 2025 Bonds are registered in the name of Cede & Co., all payments with respect to principal of, premium if any, and interest on the Series 2025 Bonds will be made by the Trustee to DTC, which is obligated in turn to remit such payments to its Direct Participants for subsequent disbursement to the beneficial owners of the Series 2025 Bonds. See “APPENDIX K—BOOK-ENTRY ONLY SYSTEM” attached hereto.

Limitation on Purchase and Transfer of the Series 2025 Bonds

The Series 2025 Bonds are to be offered and sold (including in certain secondary market transactions) only to Qualified Institutional Buyers and Accredited Investors (each as defined in “TRANSFER RESTRICTIONS” herein). The Indenture contains provisions limiting transfers of the Series 2025 Bonds and beneficial ownership interests therein to Qualified Institutional Buyers and Accredited Investors. In addition, the face of each Series 2025 Bond will contain a legend indicating that such Series 2025 Bond can only be registered in the name of, or transferred to and owned by, Qualified Institutional Buyers and Accredited Investors.

So long as the Series 2025 Bonds are subject to the transfer limitations described herein and DTC’s book-entry system, beneficial ownership interests in the Series 2025 Bonds may not be purchased by, or transferred to, any person except a Qualified Institutional Buyer or Accredited Investor. During such time, the Trustee may rely upon any representation from a DTC Participant that a transferee of a beneficial ownership interest in the Series 2025 Bonds is a Qualified Institutional Buyer or Accredited Investor. The Trustee shall not be required to obtain such representation as a condition precedent to a transfer of ownership of a beneficial ownership interest in the Series 2025 Bonds. During any period of time when the Series 2025 Bonds are not subject to DTC’s book-entry system, any Series 2025 Bond may be transferred upon the registration books kept by the Trustee, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of any such Series 2025 Bond for cancellation, accompanied by delivery of a written instrument of transfer. The Trustee will conclusively rely upon such written instrument of transfer as evidence that the transferee is a Qualified Institutional Buyer or Accredited Investor. See “APPENDIX F—FORM OF THE INDENTURE.”

Principal and Interest on the Series 2025 Bonds

Series 2025A Bonds and Series 2025B Bonds. The Series 2025 Bonds will mature on [_____] 1], on each of the years as set forth on the inside cover of this Limited Offering Memorandum. The Series 2025 Bonds will bear interest from the date of their initial delivery, at the interest rates set forth on the inside cover, payable on each [January 1] and [July 1] (each, an “**Interest Payment Date**”), commencing [July 1], 2025*. Interest on the Series 2025 Bonds will be calculated based on a 360-day year of twelve (12) 30-day months.

Series 2025C Bonds. The Series 2025C Bonds will bear interest at a per annum rate of [_____]%, calculated on the basis of 360-day year consisting of twelve 30-day months, payable to the extent of Gross Revenues available therefor as provided in the Indenture on July 1, 2025 and semiannually thereafter on July 1 and January 1 of each year. The Series 2025C Bonds will be issued as a single term bond, dated as of the date of issuance and shall mature on July 1, 20[24], unless earlier called for redemption.

Redemption

The Series 2025 Bonds are subject to redemption prior to maturity as set forth below.

Issuer’s Election to Redeem; Redemption From Unspent Proceeds.

(a) The Series 2025A Bonds maturing prior to July 1, 20[_____] are not subject to optional redemption prior to their respective maturity dates. The Series 2025A Bonds maturing on and after July 1, 20[_____] may be called for redemption at the election of the Borrower on July 1, 20[____], and on any date thereafter in whole or in part, in any order of maturity, at a redemption price equal to the principal amount of each Series 2025A Bond, or portion thereof, so redeemed, plus accrued interest thereon to the redemption date, without premium. At the written request of the Borrower given pursuant to Section 9.03 of the Loan Agreement, the Issuer is to give written notice to the Trustee of its election to redeem Series 2025A Bonds, of the redemption date, and of the principal amount of each maturity of the Series 2025A Bonds to be redeemed, which notice is to be given at least 60 days prior to the redemption date or such shorter period as is to be acceptable to the Trustee, in its sole discretion. Any such redemption is to be conditioned on adequate funds therefor being received by the Trustee by the redemption date. In the event notice of redemption is to have been given as provided in “—Redemption Procedures—*Notice of Redemption*,” the Issuer is to, and thereby covenants that it will, prior to the redemption date, pay to the Trustee an amount in cash which, in addition to other money, if any, available therefor held by the Trustee, will be sufficient to redeem at the redemption price thereof, plus interest accrued to the redemption date, all of the redeemable Series 2025 Bonds which the Issuer has so elected to redeem.

(b) The Series 2025B Bonds are not subject to redemption at the election of the Issuer prior to their maturity date.

(c) The Series 2025C Bonds may be called for redemption at the election of the Borrower on any date, in whole or in part, at a redemption price equal to the principal amount of each Series 2025C Bonds, or portion thereof, so redeemed, plus accrued interest thereon to the redemption date, without premium. At the written request of the Borrower given pursuant to Section 9.03 of the Loan Agreement, the Issuer is to give written notice to the Trustee of its election to redeem, of the redemption date, and of the principal amount of each maturity of the Series 2025C Bonds to be redeemed, which notice is to be given at least 60 days prior to the redemption date or

* Preliminary; subject to change.

such shorter period as is acceptable to the Trustee, in its sole discretion. Any such redemption is to be conditioned on adequate funds therefor being received by the Trustee by the redemption date. In the event notice of redemption is not given as provided in Section 306, the Issuer is to, and hereby covenants that it will, prior to the redemption date, pay to the Trustee an amount in cash which, in addition to other money, if any, available therefor held by the Trustee, will be sufficient to redeem at the redemption price thereof, plus interest accrued to the redemption date, all of the redeemable Series 2025C Bonds which the Issuer has so elected to redeem.

(d) The Series 2025 Bonds are to be called for redemption in whole in the event the conditions for disbursement of amounts in the Project Fund set forth in Section 4.02(vii) of the Loan Agreement have not been satisfied by a date which is six months following the Closing Date. If called for redemption pursuant to this “—*Issuer’s Election to Redeem; Redemption from Unspent Proceeds*,” the Series 2025 Bonds are to be redeemed on such date as the Trustee may determine to be in the best interests of the Bondholders and shall be redeemed for a redemption price equal to the principal amount thereof plus accrued interest to the redemption date.

Special Extraordinary Redemption. The Series 2025 Bonds may be called for redemption, at the option of the Borrower, in the event of (i) damage to or destruction of the Project or any part thereof to the extent permitted in the Loan Agreement or (ii) condemnation of all or a portion of the Project to the extent permitted in the Loan Agreement. Notwithstanding the foregoing, the Series 2025 Bonds are to be called for redemption at the direction of the Issuer in the event of: (i) damage to or destruction of the Project or any part thereof to the extent required by the Loan Agreement or (ii) condemnation of all or a portion of the Project to the extent required by the Loan Agreement, unless the Borrower is to furnish to the Trustee the items required by the Loan Agreement.

If the Series 2025 Bonds are called for redemption in the events described in the first sentence of the immediately preceding paragraph, the Series 2025 Bonds are to be subject to redemption at any time within 180 days of such event in whole or (in the case of partial redemption as a result of condemnation of a portion of the Project) in part, at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date. If the Series 2025 Bonds are called for redemption in the events described in the second sentence of the immediately preceding paragraph, the Series 2025 Bonds are to be redeemed by the Issuer at any time within 180 days of such event in whole and not in part at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

Notwithstanding any other provision of the Indenture, the Trustee is to apply money provided to it under this “—*Redemption Dates and Prices for Series 2025 Bonds*” for redemption of the Series 2025 Bonds prior to maturity as follows:

FIRST, to the payment of accrued interest on the Series 2025A Bonds and the Series 2025B Bonds to the date fixed for redemption; and

SECOND, to the payment of the principal of the Series 2025A Bonds and Series 2025B Bonds called for redemption.

THIRD, to the payment of accrued interest on the Series 2025C Bonds to the date fixed for redemption; and

FOURTH, to the payment of the principal of the Series 2025C Bonds to the date fixed for redemption.

Mandatory Sinking Fund Redemption of the Series 2025A Bonds. (a) Beginning on [____], 20[____]* and on the twenty-fifth (25th) day of each month thereafter, to and including [____], amounts on deposit in the Revenue Fund are to be deposited to the General Account of the Series 2025 Bond Fund in an amount sufficient (and in substantially equal monthly installments) to redeem in part the Series 2025A Bonds which mature on [____ 1], 20[____]* and [____ 1], 20[____]*, respectively, in the amounts and at the times set forth below:

Sinking Fund Installment Due Date ([____ 1])*	Principal Amount*
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1

* Preliminary; subject to change.

¹ Maturity.

The Issuer is to be entitled to receive a credit in respect of its mandatory redemption obligation under this “—*Mandatory Sinking Fund Redemption of the Series 2025A Bonds*” for Series 2025A Bonds delivered, purchased, or redeemed, as provided in the Indenture, if the Issuer or the Borrower at its option, (i) delivers to the Trustee for cancellation Series 2025A Bonds, in an aggregate principal amount desired or (ii) directs the Trustee to grant a credit for any such Series 2025A Bonds which prior to said date have been purchased in the open market or redeemed (otherwise than through mandatory redemption) and cancelled by the Trustee and not theretofore applied as a credit against any mandatory redemption obligation. Each such Series 2025A Bond so delivered or previously purchased or redeemed is to be credited by the Trustee at 100% of the principal amount thereof on the obligation of the Issuer on such mandatory redemption payment date, and any excess is to be credited on future mandatory redemption obligations in chronological order, and the principal amount of such Series 2025A Bonds to be redeemed by operation of mandatory redemption and the Loan Payments related to the Series 2025 Bonds specified in the Loan Agreement for mandatory redemption is to be accordingly reduced.

Subject to the immediately preceding paragraph, the Trustee is to redeem, in the manner provided in this “—*Mandatory Sinking Fund Redemption of the Series 2025A Bonds*,” an aggregate principal amount of such Series 2025A Bonds at 100% of the principal amount thereof in the amounts set forth in the first paragraph of this section plus accrued interest to the redemption date.

Partial Redemption. If less than all of the Series 2025 Bonds are called for redemption on any of the circumstances set forth above, the particular Bonds or portions thereof to be redeemed are to be selected by lot in such manner as the Trustee is to determine. In selecting Series 2025 Bonds for redemption, the Trustee is to select Series 2025 Bonds to be redeemed in such a manner that all remaining Bondholders own only authorized denominations of the Series 2025 Bonds after such redemption. Upon surrender of any Series 2025 Bond for redemption in part, the Issuer is to execute and the Trustee is to authenticate and deliver to the owner thereof a new Series 2025 Bond or Series 2025 Bonds of the same interest rate, and maturity and of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Series 2025 Bond so surrendered.

Redemption Procedures

Notice of Redemption. If any of the Series 2025 Bonds are called for redemption, the Trustee is to give written notice by first class (postage prepaid) mail not less than 30 days prior to the date fixed for redemption, in the name of the Issuer, of the redemption of such Series 2025 Bonds to the registered owner of each Series 2025 Bond to be redeemed in whole or in part at the address shown on the registration books at the close of business on a day not later than the fifth day preceding the date of mailing, which notice is to set forth the following: (i) the maturities of the Series 2025 Bonds to be redeemed; (ii) the CUSIP number, if any, of the Series 2025 Bonds to be redeemed; (iii) the date of such notice; (iv) the issue date of the Series 2025 Bonds; (v) the interest rate and maturity date of the Series 2025 Bonds to be redeemed; (vi) the redemption date; (vii) the place or places where amounts due upon such redemption will be payable; (viii) if less than all of the Series 2025 Bonds of any maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Series 2025 Bonds so to be redeemed; (ix) in the case of a Bond to be redeemed in part only, also the portion of the principal amount thereof to be redeemed; and (x) that on the redemption date there is to become due and payable upon each Bond to be redeemed the amount of the principal and premium, if any, thereon (or of the specified portion of the principal and premium, if any, thereon in the case of a Bond to be redeemed in part only), together with interest accrued to the redemption date, and that from and after the redemption date interest thereon is to cease to accrue and be payable. Any notice mailed as provided in this “—*Notice of Redemption*” is to be conclusively presumed to have been duly given, whether or not the owner of such Series 2025 Bonds actually receives the notice.

Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Trustee of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Series 2025 Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the owners of the Series 2025 Bonds called for redemption in the same manner as the original redemption notice was mailed.

Failure to give such notice by mail to any Bondholder, or any defect therein, is to not affect the validity of any proceedings for the redemption of other Bonds.

In addition, the Trustee also is to send a copy of such notice with respect to Series 2025 Bonds by United States mail for receipt not less than 30 days before such redemption date to national securities depositories or information services selected by the Trustee to receive such notice; provided, however, that such mailing is to not be a condition precedent to such redemption and failure so to mail any such notice is to not affect the validity of any proceedings for the redemption of the Series 2025 Bonds.

When notice of redemption has been given in the manner provided above, and money sufficient for the redemption is held by the Trustee for that purpose, the Series 2025 Bonds or portions thereof called for redemption is to become due and payable on the redemption date, and interest thereon is to cease to accrue. Thereafter, the owners of such Series 2025 Bonds are to no longer be entitled to any security or benefit under the Indenture except to receive payment of the redemption price thereof from such monies on deposit with the Trustee.

TRANSFER RESTRICTIONS

The Series 2025 Bonds are to be offered and sold (including secondary market transactions) only to Qualified Institutional Buyers (“**Qualified Institutional Buyers**”) as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “**Securities Act**”) and Accredited Investors (“**Accredited Investors**”) as defined in Rules 215 and 501(a) of Regulation D promulgated under the Securities Act. The Indenture will contain provisions limiting transfers of the Series 2025 Bonds and beneficial ownership interests therein to Qualified Institutional Buyers and Accredited Investors. In addition, the face of each

Series 2025 Bond will contain a legend indicating that such Series 2025 Bond can only be registered in the name of, or transferred to and owned by, Qualified Institutional Buyers or Accredited Investors. Further, each initial purchaser will be required to deliver an Investor Letter substantially in the form of APPENDIX L hereto.

SECURITY FOR THE SERIES 2025 BONDS

General

The Series 2025 Bonds will be issued under the Indenture, payable from the Loan Payments and equally and ratably secured by and entitled to the benefits of the Loan Agreement, the Mortgage and the Indenture.

The Series 2025 Bonds will be limited obligations of the Issuer and, as and to the extent set forth in the Indenture, will be payable from, and secured by from and secured by all the right, title, and interest of the Issuer in and to (a) the Loan Agreement (except for Unassigned Rights, as defined in the Loan Agreement), (b) the Senior Promissory Note (the “**Senior Note**”) and the Subordinate Promissory Note (the “**Subordinate Note**”) and, together with the Senior Note, the “**Notes**”) of the Borrower, (c) the Leasehold Deed of Trust, Security Agreement and Fixture Filing, from the Borrower to the Trustee, granting a first mortgage lien on the Borrower's right, title and interest in the real property portion of the Project and granting a first lien security interest in all Fixtures and Equipment and personal property comprising the Project, and assigning and pledging the Borrower's interest in the Income (as defined therein) from the Project, for the use and benefit of the Issuer, as security for the payments due under this Loan Agreement and the Notes (the “**Mortgage**”) and all extensions and renewals of the terms thereof, if any, (d) the “**Construction Documents**” (defined in the Loan Agreement as the Construction Contract, the Plans and Specifications; the agreement with the EV Studio, LLC; any necessary permits for construction of the Production Plant; contracts with any architects, engineers or consultants hired by the Borrower in connection with the Project; performance and payment bonds with respect to the Project; and any and all other documents executed by or furnished to the Borrower in connection with the acquisition, construction, equipping or installation of the Project), (d) the Gross Revenues (as defined below), and (e) all the right, title, and interest of the Issuer in and to all cash proceeds and receipts arising out of or in connection with the sale of the Series 2025 Bonds and all money held by the Trustee in the funds created under this Indenture (except the Rebate Fund), (f) all the right, title, and interest of the Issuer in and to all money and securities and interest earnings thereon from time to time delivered to and held by the Trustee under the terms of the Indenture, (g) all the right, title, and interest of the Issuer in and to all money held by the Borrower in the Operating Expense Account under the DACA, and (h) all the right, title, and interest of the Issuer in and to all proceeds (cash and noncash) of any or all of the foregoing (the “**Trust Estate**”).

As defined in the Loan Agreement, “**Gross Revenues**” means all revenues, income, receipts and money of every nature in any form derived or received by the Borrower solely from the Production Plant, including but not limited to, gross revenues derived from its operation and possession of an pertaining to such Production Plant, interest or earnings on investments, including earnings on investments on deposit in the funds and accounts of the Indenture which shall be treated in accordance with the Indenture, interest on any deposit accounts of the Borrower to the extent controlled by the Trustee under the Deposit Account Control Agreement, any forfeited security deposits, any revenues received from grant reimbursements and any accounts receivable or rights the Borrower may have in accounts receivable [receipts of renewable energy incentives from the Inflation Reduction Act to be included in Gross Revenues].

Ground Lease

The Project Site is owned by the Issuer and leased to the Borrower pursuant to the terms of the Amended and Restated City of Rifle/Habitat for Humanity Modular Housing Production Facility Site Ground Lease, dated as of [February 1, 2025] (the “**Ground Lease**”), by and between the Issuer and the Borrower, attached hereto as Appendix E. The Ground Lease provides for a 25 year term (the “**Base Term**”) with options to extend up to an additional 35 years following the expiration of the initial 25 year term. Rents due under the Ground Lease for the Base Term are equal to \$10.00 per year. Under the Ground Lease the Borrower is permitted to construct the Production Plant to produce modular housing units for installation in Borrower workforce housing projects in Western Colorado [DEFINE] and for sale to third parties solely for installation in other deed restricted workforce housing developments in Western Colorado (the “**Permitted Business**”). The Borrower is not subject to property taxes for lease of the Project Site.

In the event the Borrower determines, in its sole discretion, that continued operation of the Production Plant is not economically viable, the Borrower be entitled to change the purpose, use and operation of the structure and grounds provided that the new use complies with the Issuer’s ordinances and regulations applicable to the Project Site. The Borrower shall provide written notice to the Issuer of its intent to repurpose the Production Plant at least ninety (90) days prior to the commencement of any such new use or uses. The Borrower may utilize the repurposed Production Plant for a Habitat ReStore, storage or other uses specifically for the Borrower and not for a third party.

The Mortgage will be recorded against the Project Site and the Ground Lease provides that the Trustee, as beneficiary of the Mortgage may cure an event of default under the Ground Lease, subject to the provisions contained therein, and assume the role of the Borrower under the Ground Lease. Additionally, with the consent of the Issuer, the Ground Lease may be assumed by a lessee other than the Borrower.

The Project Site is located on a former uranium and vanadium processing site and the ore processing operations created radioactive tailings subject to the Uranium Mill Tailings Radiation Control Act (“**UMTRCA**”). Prior to the Issuer’s ownership of the Project Site, the Colorado Department of Public Health and Environment (the “**CDPHE**”) owned the property which fell under the jurisdiction of the United States Department of Energy (the “**DOE**”) for remediation under UMTRCA. The surface of the West UMTRA Site has been fully remediated by the DOE and pursuant to the Final Environmental Assessment of Ground Water Compliance at the New Rifle, Colorado UMTRA Project Site dated July 2003, the groundwater compliance strategy is natural flushing in conjunction with institutional controls and monitoring. The Ground Lease is subordinate to the restrictions set forth in the deed conveying the Project Site to the Issuer and the Borrower is required to comply with the conditions of approval of DOE for the Project Site. See “**RISK FACTORS—Environmental Matters.**”

The Project Site is well located within the three primary market counties and two secondary market counties identified in the Market Analysis. All are easily accessible from the Production Plant via Interstate Highway 70 with access within 2 miles of the Production Plant. See “**PRODUCTION PLANT VICINITY AND MARKET AREAS**” and “**RISK FACTORS.**”

Mortgage [TO BE UPDATED ON RECEIPT OF DOT]

Under the Loan Agreement, the Borrower covenants to execute and deliver a Mortgage granting a first mortgage lien on the Borrower's leasehold right, title and interest in the real property portion of the Project and granting a first lien security interest in all Fixtures and Equipment and personal property comprising the Project, and assigning and pledging the Borrower's interest in the Income (as defined therein) from the Project, for the use and benefit of the Issuer, as security for the payments due under the

Loan Agreement and the Notes. The term Mortgage shall include any amendments thereof. The Project Site consists of 10.5 acres of land located in Rifle, Colorado, leased by the Issuer to the Borrower, as further described in “PROJECT DESCRIPTION, ESTIMATED SOURCES AND USES OF FUNDS AND PLAN OF FINANCE.” The lien on the Project pursuant to the Mortgage will be subject to Permitted Encumbrances. See “APPENDIX F—FORM OF THE INDENTURE.”

Simultaneously with the execution and delivery of the Series 2025 Bonds, on the Closing Date the Borrower will deliver to the Trustee a lender’s title insurance policy on all real property leased by the Borrower pursuant to the Ground Lease and covered by the Mortgage for the Project. See “APPENDIX F—FORM OF THE INDENTURE” and “APPENDIX G—FORM OF THE LOAN AGREEMENT” and “APPENDIX H—FORM OF THE MORTGAGE.”

Liquidity Covenants

Restriction on Liquid Assets; Liquidity Covenant.

(a) The Borrower may not sell or otherwise dispose of cash, investments and other current assets of the Borrower held outside of the Trust Estate relating to or derived from the operation and ownership of the Production Plant (“**Liquid Assets**”), if any, unless (i) fair market value is received in return, or (ii) the total market value of the Liquid Assets disposed of in any Fiscal Year does not exceed one percent (1%) of all the Liquid Assets of the Borrower. The foregoing is a restriction on the Borrower to the extent the Borrower holds assets outside the Trust Estate and is not intended to restrict the Trustee with respect to assets constituting the Trust Estate.

(b) Commencing in Fiscal Year 2029 and in each Fiscal Year thereafter, the Borrower is to maintain [Days Cash on Hand] at least equal to 90 days of Operating Expenses calculated on an average of the Annual Budgets for the prior two Fiscal Years.

See “APPENDIX G—FORM OF THE LOAN AGREEMENT.”

Annual Budget and Rate Covenant

Commencing with Fiscal Year ending June 30, 2025, no later than 90 days prior to the first day of each Fiscal Year, the Borrower is to prepare an Annual Budget of anticipated Gross Revenues and Operating Expenses for the succeeding Fiscal Year, and shall submit a copy of the Annual Budget to the Trustee and the Issuer. The Annual Budget must comply with the requirements specified in the definition of the term Annual Budget. The Borrower specifically covenants for Fiscal Years beginning July 1, 2028, hereunder to budget for and thereafter maintain a Fixed Charges Coverage Ratio of not less than 1.20. In the event that the Borrower fails to maintain the Fixed Charges Coverage Ratio as set forth above for a Fiscal Year as certified in accordance with the Loan Agreement, the Borrower covenants to engage a Financial Consultant to conduct an investigation of the Project and to make recommendations to the Borrower on remedies to achieve the required Fixed Charges Coverage Ratio. The fees and reasonable expenses of the Financial Consultant shall be paid by the Borrower. The Annual Budget shall continue in effect until such time as a new Budget or amended Annual Budget is submitted to the Trustee. The Annual Budget shall include provision for payment by the Borrower of the costs, fees, and expenses payable or incurred by reason of the Loan under the Loan Agreement and the Indenture, including all compensation for the expenses of the Trustee, including those provided in the Indenture and any paying agents and the reasonable expenses of the Issuer.

Limited Obligation of Issuer

THE SERIES 2025 BONDS, TOGETHER WITH INTEREST THEREON, ARE SPECIAL, LIMITED AND NOT GENERAL OBLIGATIONS OF THE ISSUER GIVING RISE TO NO PECUNIARY LIABILITY OF THE ISSUER, SHALL BE PAYABLE SOLELY FROM THE SECURITY, AND SHALL BE A VALID CLAIM OF THE RESPECTIVE OWNERS THEREOF ONLY AGAINST THE SECURITY. THE SECURITY IS SPECIFICALLY PLEDGED AND ASSIGNED FOR THE EQUAL AND RATABLE PAYMENT OF THE SERIES 2025 BONDS (EXCEPT THAT THE SERIES 2025C BONDS ARE TO BE SUBORDINATE IN ALL RESPECTS TO THE SERIES 2025A BONDS AND THE SERIES 2025B BONDS AS PROVIDED IN THE INDENTURE) AND SHALL BE USED FOR NO OTHER PURPOSE THAN TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2025 BONDS, EXCEPT AS MAY BE OTHERWISE EXPRESSLY AUTHORIZED IN THIS INDENTURE. THE SERIES 2025 BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER AS PROVIDED THEREIN PAYABLE SOLELY FROM THE SECURITY. THE SERIES 2025 BONDS, THE PREMIUM, IF ANY, AND THE INTEREST THEREON SHALL NEVER CONSTITUTE THE DEBT OR INDEBTEDNESS OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE STATE CONSTITUTION OR STATUTES, SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER AND SHALL NOT CONSTITUTE A "MULTIPLE FISCAL YEAR DIRECT OR INDIRECT DEBT OR OTHER FINANCIAL OBLIGATION" OF THE ISSUER UNDER ARTICLE X, SECTION 20 OF THE STATE CONSTITUTION. NONE OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2025 BONDS OR OTHER COSTS INCIDENT THERETO EXCEPT THE LIMITED OBLIGATION OF THE ISSUER PAYABLE SOLELY FROM REVENUES AND OTHER FUNDS PROVIDED IN THE INDENTURE. THE SERIES 2025 BONDS DO NOT CONSTITUTE A DEBT, LOAN, CREDIT OR PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE MEMBERS OF THE CITY COUNCIL OF THE ISSUER NOR ANY PERSON EXECUTING THE SERIES 2025 BONDS SHALL BE LIABLE PERSONALLY ON THE SERIES 2025 BONDS BY REASON OF THE ISSUANCE THEREOF.

Limitation on Encumbrances

Under the Loan Agreement, the Borrower covenants and agrees that it will not suffer or permit any mechanics' or other liens to be filed or exist against the Project, nor against any Loan Payment paid or payable under the Loan Agreement, by reason of work, labor, services, or materials supplied or claimed to have been supplied to the Borrower or anyone holding the Project or any part thereof through or under the Borrower. If any such mechanic's liens is to at any time be filed, the Borrower is to within 90 days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. The Borrower is to have the right to contest the validity of the amount of any such lien by appropriate proceedings timely instituted, provided that the Borrower (a) gives the Issuer and the Trustee written notice of its intention so to do and (b) diligently prosecutes each such contest. If the Issuer or the Trustee are to notify the Borrower that, in the opinion of Independent Counsel, by nonpayment of the claim the lien of the Indenture or the Mortgage as to the Project or any part thereof will be subject to any loss or forfeiture, the Borrower is to promptly pay all such unpaid items and cause them to be satisfied and discharged.

Additional Indebtedness

The Borrower covenants in the Loan Agreement that it will not incur any debt ranking pari passu with the Notes or the Series 2025A Bonds or the Series 2025B Bonds or secured by a lien on the Project or the Pledged Revenues equal in lien and dignity to the liens and security interest of the Mortgage except the Series 2025C Bonds and as otherwise permitted in the Loan Agreement.

If the Borrower is not in default under the Loan Agreement, the Issuer may by the adoption of an appropriate resolution or resolutions, at the request of the Borrower, authorize the issuance of Additional Bonds upon the terms and conditions provided in the Loan Agreement and the Indenture, but in no event is the Issuer to be liable for not issuing such Additional Bonds. Additional Bonds payable on a parity with the Series 2025 Bonds may only be issued to provide funds to pay any one or more of the following: (i) the costs of completing the Project in an amount not greater than \$1 million [based on consultant report]; or (ii) the costs of refunding, to the extent permitted, any Series 2025 Bonds then Outstanding. Prior to the issuance of such parity Additional Bonds, the Borrower and the Issuer are to have entered into an amendment to the Loan Agreement to provide that, for all purposes of the Loan Agreement, the Project is to include any additional Project being financed by the parity Additional Bonds, which Facility is to be described in amendments to Exhibit A to the Loan Agreement, and to provide for an increase in the amount payable under the Loan Agreement as is to be necessary to pay the principal of, premium, if any, and interest on the parity Additional Bonds as provided in the supplemental indenture to be paid with respect to parity Additional Bonds required by the Indenture, and to extend the term of the Loan Agreement if the maturity of any of the parity Additional Bonds would otherwise occur after the expiration of the term of the Loan Agreement; and the Issuer is to have otherwise complied with the provisions of the Indenture with respect to the issuance of such parity Additional Bonds. Additional Bonds payable on a subordinate basis to the Series 2025 Bonds may only be issued to fund deposits to the Operating Expense Reserve Fund.

Insurance

So long as any Series 2025 Bonds remain Outstanding, the Borrower will maintain or cause to be maintained with respect to the Production Plant, insurance of such type, against such risks and in such amounts as are customarily carried by nonprofit corporations located in the State of a nature similar to the Borrower, with insurance companies or by means of self-insurance, which insurance includes property damage, fire and extended coverage, public liability and property damage liability insurance.

Operating Expense Reserve Fund

The Indenture establishes the Operating Expense Reserve Fund. The Operating Expense Reserve Fund is to be in the custody of the Trustee but in the name of the Issuer, and pursuant to the terms of the Indenture, the Issuer authorizes and directs the Trustee to withdraw funds from the Operating Expense Reserve Fund to pay, first, installments of interest then due on the Series 2025A Bonds and Series 2025B Bonds, and then all principal of and premium, if any, then due on the Series 2025A Bonds and Series 2025B Bonds in the event there is to be insufficient funds for such purposes in the Bond Fund on the date such interest, principal and premium is due. If amounts in the Operating Expense Reserve Fund are not needed for the foregoing uses and no Event of Default exists under the Loan Agreement or the Bond Documents, the Trustee is to at the written request of the Borrower on or after [the twenty-fifth day] of each month commencing after the Closing Date, transfer to the Borrower amounts to fund Operating Expenses not otherwise funded by a transfer under FOURTH in “—Revenue Fund,” and to fund variances in budgeted Operating Expenses or to fund working capital as provided in the Loan Agreement. To the extent any amount is withdrawn from the Operating Expense Reserve Fund, the Trustee is to transfer from the Revenue Fund to the Borrower for deposit in the Operating Expense Reserve Fund in accordance with “—Revenue Fund” the amount necessary to replenish the amounts on deposit to the Operating Expense Reserve Fund.

Requirement, which is equal to 25% of the year's Operating Expenses. "**Operating Expenses**" means all expenses incurred, paid or budgeted to be paid in connection with the operation, maintenance and repair of the Project, including, but not limited to, administrative costs, insurance premiums, utilities and routine maintenance for any period, and excluding direct material costs, factory consumables and contingency expenses. The covenant to fully fund the Operating Reserve Fund will commence for the 2029 Fiscal Year.

Debt Service Reserve Fund

The Indenture requires the establishment of the Debt Service Reserve Fund into which the Trustee is to initially deposit an amount equal to the maximum annual debt service for the Series 2025 Bonds. If the Borrower has exercised its option or is obligated to prepay the Loan in whole and not in part pursuant to the terms of the Loan Agreement, and has paid the sums as provided therein, all of the money then in the Debt Service Reserve Fund are to be deposited in the Unrestricted Redemption Account of the Series 2025 Bond Fund by the Trustee. Any money held in the Debt Service Reserve Fund may be paid to the Borrower or its designee when all Series 2025A Bonds and Series 2025B Bonds have been fully paid or defeased pursuant to the Indenture.

The Debt Service Reserve Fund is to be in the custody of the Trustee but in the name of the Issuer. The Issuer hereby authorizes and directs the Trustee to withdraw funds from the Debt Service Reserve Fund to pay, first, all installments of interest then due on the Series 2025A Bonds and the Series 2025B Bonds, and then all principal of and premium, if any, then due on the Series 2025A Bonds and the Series 2025B in the event there should be insufficient funds for said purposes in the Series 2025 Bond Fund on the date such interest, principal, and premium is due following any payments to be made pursuant to the Indenture, which authorization and direction the Trustee hereby accepts. The Trustee is to give written notice to the Issuer and the Underwriter of any withdrawal from the Debt Service Reserve Fund and of any losses from the investment of money in the Debt Service Reserve Fund.

When the amount of principal of, premium, if any, and interest on the Outstanding Series 2025A Bonds and Series 2025B Bonds is equal to or less than the balance of the Series 2025 Bond Fund and money deposited in the Debt Service Reserve Fund and if all amounts owed under the Loan Agreement and the Indenture have been paid, money held in the Debt Service Reserve Fund may be deposited in the Series 2025 Bond Fund and applied to the redemption in whole but not in part of the Outstanding Series 2025A Bonds and Series 2025B Bonds.

See "APPENDIX F—FORM OF THE INDENTURE."

The Repair and Replacement Reserve Fund

The Indenture establishes a Repair and Replacement Fund. The Repair and Replacement Reserve Fund shall be in the custody of the Trustee but in the name of the Issuer. Commencing during Fiscal Year 2030, and every three (3) years thereafter, the Borrower shall cause a Financial Consultant to perform an inspection of the Project and to prepare a report which shall contain recommendations for any adjustment to the Repair and Replacement Reserve Requirement for the next succeeding three Fiscal Years based upon the physical condition of the Project and taking into account the amount of funds then in the Repair and Replacement Reserve Fund. The report shall be delivered to the Trustee with the Annual Budget. Any money held in the Repair and Replacement Reserve Fund shall be paid to the Borrower or its designee when all Series 2025 Bonds have been fully paid or duly provided for. The Issuer hereby authorizes and directs the Trustee upon receipt of a request from the Borrower to withdraw funds from the Repair and Replacement Reserve Fund to pay, as long as no Event of Default under the Loan Agreement has occurred and is continuing, the extraordinary maintenance, repair costs and capital expenditures (allowable as such

under generally accepted accounting principles) related to the Project which the Borrower is obligated to pay pursuant to the Loan Agreement. After the report of the Financial Consultant, to the extent the amount in the Repair and Replacement Reserve Fund is less than the then applicable Repair and Replacement Reserve Requirement, the Trustee shall deposit each month from the Revenue Fund to the Repair and Replacement Reserve Fund in accordance with the Indenture and Loan Agreement one-twelfth of the amount necessary to satisfy the increase in the Repair and Replacement Reserve Requirement.

The Trustee shall use all or any portion of the balance in the Repair and Replacement Reserve Fund to avoid a default in the payment of the principal of or interest on the Series 2025A Bonds and Series 2025B Bonds, and may transfer the same to the Bond Fund for such purposes. The Trustee is hereby authorized and directed to issue its checks for each disbursement required by the Loan Agreement.

Surplus Fund

The Indenture establishes a Surplus Fund. Amounts are to be deposited into the Surplus Fund as described in “—Revenue Fund” below, and to the extent not required to remedy any such shortfall and so long as no Event of Default exists under the Loan Agreement or the Bond Documents, commencing _____, _____, the Trustee is to at the end of each Fiscal Year disburse the amounts in the Surplus Fund to the holders of the Series 2025C Bonds to pay interest then due on such Series 2025C Bonds and, following such interest payment, is to disburse any remaining amount in the Surplus Fund as follows: 80% of such remaining funds are to be disbursed to the holders of the Series 2025C Bonds to redeem or pay principal on such Series 2025C Bonds, and 20% of such remaining funds are to be disbursed to the Borrower to use in its discretion; provided however that no disbursements is to be made by the Trustee from the Surplus Fund as provided in this clause unless the Trustee has received (i) certification by an independent auditor in an Audit Report for the Fiscal Year that the Fixed Charges Coverage Ratio meets or exceeds 1.20:1.00 and the then current Annual Budget shows that the Fixed Charges Coverage Ratio will meet or exceed 1.20:1.00; and (ii) a Certificate of the Borrower that no Event of Default exists under the Loan Agreement or the Bond Documents. The Trustee may conclusively rely on such Audit Report for such purpose.

Revenue Fund

Pursuant to the terms of the Indenture, The Issuer is to deposit or cause the Borrower to deposit the Gross Revenues with the Trustee as received and no less frequently than weekly, and the Trustee is to upon receipt deposit such amounts in the Revenue Fund.

So long as no Event of Default has occurred and is continuing, money in the Revenue Fund is to be applied on the twenty-fifth day of each month commencing [____], 20[____] or after the Completion Date (whichever comes first) (or, if such day is not a business day, on the next succeeding business day) in the following manner in the order of priority indicated:

- FIRST: to the Rebate Fund, to the extent directed in writing by the Issuer (otherwise none) any amount necessary to meet the Rebate Amount; and
- SECOND: to the Administrative Expense Fund, Ordinary Expenses of the Trustee, Extraordinary Expenses of the Trustee, Arbitrage Calculator Fees and Issuer Expenses; and
- THIRD: (a) to the General Account of the Series 2025 Bond Fund, approximately equal proportional amounts each month to accumulate to make the interest payment on the next Interest Payment Date, taking into account amounts

on deposit in the General Account of the Series 2025 Bond Fund to be applied to such interest payment, and thereafter an amount equal to one-sixth of the interest due on the Series 2025A Bonds and the Series 2025B Bonds and any parity Additional Bonds on the next Interest Payment Date, provided that no such payment need be made, or a partial payment may be made, if the amount on deposit in the Series 2025 Bond Fund is, or with such partial payment shall be, sufficient to pay the interest due on the Series 2025A Bonds and the Series 2025B Bonds and any parity Additional Bonds on the next Interest Payment Date and (b) beginning [____], 20[____] to the General Account of the Series 2025 Bond Fund, an amount equal to one-twelfth (1/12) of the next mandatory principal payment due with respect to the Series 2025A Bonds and Series 2025B Bonds and any parity Additional Bonds on the next ensuing July 1 as set forth in the Indenture, provided that no such payment need be made or a partial payment may be made if the amount on deposit in the General Account of the Series 2025 Bond Fund is, or with such partial payment is to be, sufficient to pay the amount due on the Series 2025A Bonds and Series 2025B Bonds and any parity Additional Bonds on such July 1; and

- FOURTH: to the Borrower for deposit in the Operating Expense Reserve Fund, an amount specified in writing by the Borrower as necessary to pay the Operating Expenses for the succeeding month as set forth in the Annual Budget; and
- FIFTH: to the Debt Service Reserve Fund, subject to the requirements of “—Debt Service Reserve Fund,” respectively, an amount sufficient to restore the Debt Service Reserve Requirement if the total amount in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, provided, however, that such restoration of the Debt Service Reserve Requirement is not to extend (a) beyond twelve (12) consecutive months, beginning in the month following a withdrawal from the Debt Service Reserve Fund, or (b) beyond four (4) consecutive months, beginning in the month following a calculation of the Value of the Debt Service Reserve Fund at an amount less than the Debt Service Reserve Requirement; and
- SIXTH: [on and after July 1, 2028], to the Operating Expense Reserve Operating Expense Reserve Fund, an amount equal to the amount necessary to restore the amount therein to the Operating Reserve Fund Requirement if the total amount in the Operating Expense Reserve Fund is less than the Operating Expense Reserve Fund Requirement; and
- SEVENTH: to the Repair and Replacement Reserve Fund, an amount specified in writing by the Borrower equal to 1/12th of the Repair and Replacement Reserve Fund Requirement for that Fiscal Year plus any monies necessary to replenish such fund pursuant to the Indenture; and
- NINTH: finally, all remaining amounts to the Surplus Fund.

Under the Loan Agreement, the Borrower covenants to execute and cause to be filed Uniform Commercial Code financing statements, and the appropriate parties shall maintain possession of appropriate collateral in order to continue the security interests identified in the Loan Agreement, to the end that the

rights of the owners of the Series 2025 Bonds and the Trustee in the Project and other collateral are to be fully preserved as against third party creditors of, or purchasers for value in good faith from, the Issuer or the Borrower.

Deposit Account Control Agreement and Operating Expense Account

[PLEASE PROVIDE A COPY OF DACA WHEN OBTAINED FROM ALPINE BANK]

TAX MATTERS

Series 2025A Bonds

The following discussion is a summary of the opinion of Bond Counsel to the Issuer that is to be rendered on the tax status of interest on the Series 2025A Bonds and of certain federal and state income tax considerations that may be relevant to prospective purchasers of the Series 2025A Bonds. This discussion is based upon existing law, including current provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”), existing and proposed regulations under the Code, and current administrative rulings and court decisions, all of which are subject to change.

Upon issuance of the Series 2025A Bonds, Hogan Lovells US LLP, Bond Counsel to the Issuer, will provide an opinion, substantially in the form included in APPENDIX I, to the effect that, under existing law, interest on the Series 2025A Bonds is excluded from gross income for federal income tax purposes, and is not a specific preference item for purposes of the federal alternative minimum tax.

The foregoing opinion will assume compliance by the Issuer and the Borrower with certain requirements of the Code that must be met subsequent to the issuance of the Series 2025A Bonds. The Issuer and the Borrower will certify, represent and covenant to comply with such requirements. Failure to comply with such requirements could cause the interest on the Series 2025A Bonds to be included in gross income, or could otherwise adversely affect such opinion, retroactive to the date of issuance of the Series 2025A Bonds. In addition, Bond Counsel will rely on, among other things, the opinion of Fennemore Craig, P.C., counsel to the Borrower, regarding, among other matters, the current status of the Borrower as an organization described in Section 501(c)(3) of the Code and the use of the facilities financed with the Series 2025A Bonds in activities that are considered “unrelated trade or business” activities of the Borrower, as defined in Section 513(a) of the Code, which opinion is subject to a number of qualifications and limitations. Failure of the Borrower to maintain its status as an organization described in Section 501(c)(3) of the Code, or to operate the facilities financed by the Series 2025A Bonds in a manner that is substantially related to the Borrower’s exempt purpose under Section 513(a) of the Code, may cause interest on the Series 2025A Bonds to be included in gross income retroactively to the date of the issuance of the Series 2025A Bonds. Bond Counsel will not independently verify the accuracy of the Issuer’s and the Borrower’s certifications and representations or the continuing compliance with the Issuer’s and the Borrower’s covenants and will not independently verify the accuracy of the opinion of the Borrower’s counsel.

The opinion of Bond Counsel to the Issuer relating to the Series 2025A Bonds will also provide to the effect that, under existing law, interest on the Series 2025A Bonds is not subject to income taxation by the State.

Certain of the Series 2025A Bonds (the “**Discount Bonds**”) are being offered and sold to the public in their original public offering at an original issue discount. Generally, original issue discount is the excess of the stated redemption price at maturity of any Discount Bond over the issue price of the Discount Bond. Bond Counsel has advised the Issuer and the Underwriter that, under existing laws and to the extent interest

on any Discount Bond is excluded from gross income for federal income tax purposes, the original issue discount on any such Discount Bond that accrues during the period such person holds the Discount Bond will be treated as interest that is excluded from gross income for federal income tax purposes with respect to such holder, and will increase such holder's tax basis in any such Discount Bond. Purchasers of any Discount Bond should consult their tax advisors regarding the proper computation and accrual of original issue discount.

If a holder purchases a Series 2025A Bond for an amount that is greater than its stated redemption price at maturity, such holder will be considered to have purchased the Series 2025A Bond with "amortizable bond premium" equal in amount to such excess. A holder must amortize such premium using a constant yield method over the remaining term of the Series 2025A Bond, based on the holder's yield to maturity. As bond premium is amortized, the holder's tax basis in such Series 2025A Bond is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or other disposition of the Series 2025A Bond prior to its maturity. No federal income tax deduction is allowed with respect to amortizable bond premium on a Series 2025A Bond. Purchasers of a Series 2025A Bond with amortizable bond premium should consult with their own tax advisors regarding the proper computation of amortizable bond premium and with respect to state and local tax consequences of owning such Series 2025A Bond.

Other than the matters specifically referred to above, Bond Counsel to the Issuer expresses and will express no opinions regarding the federal, state, local or other tax consequences of the purchase, ownership and disposition of the Series 2025A Bonds. Prospective purchasers of the Series 2025A Bonds should be aware, however, that the Code contains numerous provisions under which receipt of interest on the Series 2025A Bonds may have adverse federal tax consequences for certain taxpayers. Such consequences include the following: (a) Section 265 of the Code denies a deduction for interest on indebtedness incurred or continued to purchase or carry the Series 2025A Bonds or, in the case of financial institutions, that portion of the holder's interest expense allocable to interest on the Series 2025A Bonds (subject to certain exceptions); (b) with respect to insurance companies subject to the tax imposed by Section 831 of the Code, Section 832(b)(5)(B)(i) reduces the deduction for loss reserves by 15% of the sum of certain items, including interest on the Series 2025A Bonds; (c) interest on the Series 2025A Bonds earned by certain foreign corporations doing business in the United States could be subject to a branch profits tax imposed by Section 884 of the Code; (d) passive investment income, including interest on the Series 2025A Bonds, may be subject to federal income taxation under Section 1375 of the Code for Subchapter S corporations that have Subchapter C earnings and profits at the close of the taxable year if greater than 25% of the gross receipts of such Subchapter S corporation is passive investment income; and (e) Section 86 of the Code requires recipients of certain Social Security and certain railroad retirement benefits to take into account, in determining the inclusion of such benefits in gross income, receipts or accrual of interest on the Series 2025A Bonds.

The Internal Revenue Service (the "Service") has an ongoing program of auditing state and local government obligations, which may include randomly selecting bond issues for audit, to determine whether interest paid to the holders is properly excludable from gross income for federal income tax purposes. It cannot be predicted whether the Series 2025A Bonds will be audited. If an audit is commenced, under current Service procedures the holders of the Series 2025A Bonds may not be permitted to participate in the audit process. Moreover, public awareness of an audit of the Series 2025A Bonds could adversely affect their value and liquidity.

Prospective purchasers of Series 2025A Bonds should consult their own tax advisors as to the applicability and extent of federal, state, local or other tax consequences of the purchase, ownership and disposition of Series 2025A Bonds in light of their particular tax situation.

The Series 2025B Bonds and the Series 2025C Bonds

Colorado Income Taxation. Upon issuance of the Series 2025B Bonds and the Series 2025C Bonds (together, the “**Series 2025B/C Bonds**”), Bond Counsel to the Issuer will provide an opinion, in the form included in Appendix I, to the effect that, under existing law, interest on the Series 2025B/C Bonds is not subject to income taxation by the State.

As described in greater detail below, interest on the Series 2025B/C Bonds is not excluded from gross income for federal income tax purposes.

The following is a summary of material U.S. federal income tax considerations of the ownership and disposition of the Series 2025B/C Bonds. This summary is based upon provisions of the Code, applicable regulations, administrative rulings and judicial decisions in effect as of the date hereof, any of which may subsequently be changed, possibly retroactively, or interpreted differently by the Internal Revenue Service so as to result in U.S. federal income tax consequences different from those discussed below. This summary assumes that the Series 2025B/C Bonds are properly treated as indebtedness for federal income tax purposes. Except where noted, this summary deals only with a Series 2025B/C Bond held as a capital asset by a beneficial owner who is a U.S. holder (as defined below) who purchases the Series 2025B/C Bond for cash on original issuance at its issue price (as defined below). This summary does not address all aspects of U.S. federal income taxes and does not deal with all tax consequences that may be relevant to holders in light of their personal circumstances or particular situations, such as:

- tax consequences to dealers in securities or currencies, financial institutions, regulated investment companies, real estate investment trusts, tax-exempt entities, insurance companies and traders in securities that elect to use a mark-to-market method of accounting for their securities;
- tax consequences to persons holding Series 2025B/C Bonds as a part of a hedging, integrated, conversion or constructive sale transaction or a straddle;
- tax consequences to persons whose “functional currency” is not the U.S. dollar;
- tax consequences to entities treated as partnerships for U.S. federal income tax purposes and investors therein;
- tax consequences to certain former citizens or residents of the United States;
- tax consequences to certain accrual method taxpayers subject to special tax accounting rules because of their use of financial statements;
- alternative minimum tax consequences, if any;
- any state, local or foreign tax consequences; and
- estate or gift taxes.

If an entity that is treated as a partnership for U.S. federal income tax purposes holds Series 2025B/C Bonds, the tax treatment of a partner or member will generally depend upon the status of the partner or member and the activities of the entity. If you are a partner or member in such an entity holding the Series 2025B/C Bonds, you should consult your tax advisors.

If you are considering the purchase of Series 2025B/C Bonds, you should consult your tax advisors concerning the U.S. federal income tax consequences to you of the purchase, ownership and disposition of Series 2025B/C Bonds in light of your own specific situation, as well as consequences arising under the laws of any other taxing jurisdiction.

In this discussion, the term “U.S. holder” refers to a beneficial owner of Series 2025B/C Bonds that is, for U.S. federal income tax purposes:

- an individual citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if it (1) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (2) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

Payment of Interest. Stated interest on a Series 2025B/C Bond will generally be taxable to a U.S. holder as ordinary income at the time it is received or accrued in accordance with the U.S. holder’s usual method of accounting for tax purposes.

Original Issue Discount. If any Series 2025B/C Bonds are issued with original issue discount, or “OID,” a U.S. holder of such Series 2025B/C Bonds will be subject to special tax accounting rules, as described in greater detail below. In that case, U.S. holders should be aware that they generally must include OID in gross income in advance of the receipt of cash attributable to that income.

A Series 2025B/C Bond with an “issue price” that is less than its stated redemption price at maturity (the sum of all payments to be made on the Series 2025B/C Bond other than payments of stated interest) will generally be issued with OID in an amount equal to that difference if that difference is at least 0.25% of the stated redemption price at maturity multiplied by the number of complete years to maturity. The “issue price” of a Series 2025B/C Bond will be the first price at which a substantial amount of such Series 2025B/C Bonds is sold to investors (excluding sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriter, placement agent or wholesaler).

A U.S. holder generally must include OID in gross income in advance of the receipt of some or all of the related cash payments using the “constant yield method” described in the following paragraphs.

The amount of OID that a U.S. holder must include in income is the sum of the “daily portions” of OID with respect to the Series 2025B/C Bond for each day during the taxable year or portion of the taxable year in which such holder held that Series 2025B/C Bond. The daily portion is determined by allocating to each day in any “accrual period” a pro rata portion of the OID allocable to that accrual period. The “accrual period” for a Series 2025B/C Bond may be of any length and may vary in length over the term of the Series 2025B/C Bond; provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs on the first day or the final day of an accrual period. The amount of OID allocable to any accrual period other than the final accrual period is an amount equal to the excess, if any, of:

- the Series 2025B/C Bond's "adjusted issue price" at the beginning of the accrual period multiplied by its yield to maturity, determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period, over
- the sum of all stated interest allocable to the accrual period.

OID allocable to a final accrual period is the difference between the amount payable at maturity, other than a payment of stated interest, and the adjusted issue price at the beginning of the final accrual period. Special rules will apply for calculating OID for an initial short accrual period. The "adjusted issue price" of a Series 2025B/C Bond at the beginning of any accrual period is equal to its issue price increased by the OID that has accrued for each prior accrual period. Under these rules, a U.S. holder will have to include in income increasingly greater amounts of OID in successive accrual periods.

U.S. holders may elect to treat all interest on any Series 2025B/C Bond as OID and calculate the amount includible in gross income under the constant yield method described above. The election is to be made for the taxable year in which such holder acquired the Series 2025B/C Bond and may not be revoked without the consent of the IRS. U.S. holders should consult with their own tax advisors about this election.

Bond Premium. In general, if a U.S. holder acquires a Series 2025B/C Bond for an amount that is greater than its stated principal amount, the U.S. holder will be treated as purchasing such Series 2025B/C Bond with bond premium in an amount equal to such excess. A U.S. holder generally may elect to amortize such bond premium using a constant yield method over the remaining term of the Series 2025B/C Bond as an offset to interest when includible in income under such U.S. holder's method of accounting for U.S. federal income tax purposes. If a U.S. holder makes this election, it will apply to all taxable debt instruments having amortizable bond premium that the U.S. holder owns or subsequently acquires and may not be revoked without the consent of the IRS. If a U.S. holder elects to amortize bond premium, such U.S. holder must reduce its tax basis in the Series 2025B/C Bond by the amount of the premium used to offset interest income as set forth above. If a U.S. Holder does not elect to amortize bond premium, the amount of the premium will decrease the gain or increase the loss otherwise recognized on the disposition of a Series 2025B/C Bond. U.S. holders that acquire a Series 2025B/C Bond for an amount that is greater than its stated principal amount should consult with their tax advisors concerning the tax treatment of amortizable bond premium.

Sale, Redemption or Other Taxable Disposition of Series 2025B/C Bonds. A U.S. holder will generally recognize gain or loss upon the sale, redemption or other taxable disposition of a Series 2025B/C Bond equal to the difference between the amount realized (less accrued stated interest, which will be taxable as such) upon the sale, redemption or other taxable disposition and the U.S. holder's adjusted tax basis in the Series 2025B/C Bond. Legal defeasance of the Series 2025B/C Bonds may result in a deemed exchange of such Series 2025B/C Bonds, in which event the holder will recognize gain or loss as described in the preceding sentence. A U.S. holder's adjusted tax basis in a Series 2025B/C Bond will generally be equal to the amount that such U.S. holder paid for the Series 2025B/C Bond increased by any previously accrued OID and reduced by any bond premium previously amortized. Any gain or loss recognized on a taxable disposition of the Series 2025B/C Bond will be capital gain or loss. If, at the time of the sale, redemption or other taxable disposition of the Series 2025B/C Bond, a U.S. holder is treated as holding the Series 2025B/C Bond for more than one year, this capital gain or loss will be long-term capital gain or loss. Otherwise, this capital gain or loss will be short-term capital gain or loss. In the case of certain non-corporate U.S. holders (including individuals), long-term capital gain generally are subject to preferential tax rates. A U.S. holder's ability to deduct capital losses may be limited.

Additional Medicare Tax. An additional 3.8% tax will be imposed on the "net investment income" of certain individuals, estates and trusts that have "modified adjusted gross income" above a certain

threshold. Net investment income includes, but is not limited to, interest on a Series 2025B/C Bond and gains from the sale or disposition of a Series 2025B/C Bond. Prospective investors should consult their tax advisors regarding the possible applicability of this tax to an investment in the Series 2025B/C Bonds.

Information Reporting and Backup Withholding. Information reporting requirements generally will apply to interest (including OID) on the Series 2025B/C Bonds and the proceeds of a sale of a Series 2025B/C Bond paid to a U.S. holder unless the U.S. holder is an exempt recipient (such as a corporation). Backup withholding will apply to those payments if the U.S. holder fails to provide its correct taxpayer identification number, or certification of exempt status, or if the U.S. holder is notified by the IRS that it has failed to report in full payments of interest and dividend income. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against a U.S. holder's U.S. federal income tax liability if the required information is furnished in a timely manner to the IRS.

Foreign Account Tax Compliance Act. Sections 1471 through 1474 of the Code ("FATCA") impose a 30% withholding tax on certain types of payments made to foreign financial institutions, unless the foreign financial institution enters into an agreement with the U.S. Treasury to, among other things, undertake to identify accounts held by certain U.S. persons or U.S.-owned entities, annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these and other reporting requirements, or unless the foreign financial institution is otherwise exempt from those requirements. In addition, FATCA imposes a 30% withholding tax on the same types of payments to a non-financial foreign entity unless the entity certifies that it does not have any substantial U.S. owners or the entity furnishes identifying information regarding each substantial U.S. owner. Failure to comply with the additional certification, information reporting and other specified requirements imposed under FATCA could result in the 30% withholding tax being imposed on payments of interest on the Series 2025B/C Bonds held by or through a foreign entity. Prospective investors should consult their own tax advisors regarding FATCA and its effect on them.

In General

Bond Counsel to the Issuer will render their opinions as of the issue date, and will assume no obligation to update their opinions after the issue date to reflect any future facts or circumstances, or any future changes in law or interpretation, or otherwise. Moreover, the opinions of Bond Counsel to the Issuer are not binding on the courts or the IRS; rather, such opinions represent Bond Counsel's legal judgment based upon their review of existing law and upon the certifications, representations and covenants referenced above.

Amendments to federal and state tax laws are proposed from time to time and could be enacted, and court decisions and administrative interpretations may be rendered, in the future. There can be no assurance that any such future amendments or actions will not adversely affect the value of the Series 2025 Bonds or, as applicable, the exclusion of interest on the Series 2025 Bonds from gross income, alternative minimum taxable income, state taxable income, or any combination from the date of issuance of the Series 2025 Bonds or any other date, or that such changes will not result in other adverse federal or state tax consequences.

APPROVAL OF LEGALITY

The validity of the Series 2025 Bonds and certain other legal matters are subject to the approving opinion of Hogan Lovells US LLP, Denver, Colorado, Bond Counsel to the Issuer. The proposed form of the legal opinion of Bond Counsel is attached hereto as APPENDIX I. Hogan Lovells US LLP undertakes no responsibility for the accuracy, completeness or fairness of this Limited Offering Memorandum. Certain legal matters will be passed upon for the Underwriter by Ballard Spahr LLP, Denver, Colorado. Certain

legal matters will be passed upon for the Issuer by Karp Neu Hanlon, PC, Glenwood Springs, Colorado. Certain legal matters will be passed upon for the Borrower by Fennemore Craig, P.C., Denver, Colorado.

ABSENCE OF MATERIAL LITIGATION [TO BE CONFIRMED BY EACH PARTY]

The Issuer

To the knowledge of the Issuer, there is no material litigation pending or threatened against the Issuer concerning the validity of the Series 2025 Bonds or any proceedings of the Issuer taken with respect to the issuance thereof.

The Borrower

There are no actions, suits or proceedings which have been served on the Borrower or, to the Borrower's knowledge, are otherwise pending or threatened against the Borrower: (i) seeking to restrain or enjoin the issuance or delivery of any of the Series 2025 Bonds or the collection of Pledged Revenues, the pledge of Pledged Revenues under the Loan Agreement, or the payment of Loan Payments; (ii) in any way contesting or adversely affecting the authority for the issuance of the Series 2025 Bonds or the validity of the Series 2025 Bonds, the Indenture, the Loan Agreement or the Tax Agreement; or (iii) contesting the existence or powers of the Borrower which, if determined adversely to it, would materially adversely affect the consummation of the transactions contemplated by the Loan Agreement or the ability of the Borrower to perform its obligations thereunder; or (iv) contesting the Borrower's status as an organization described in Section 501(c)(3) of the Code or which would subject any income of the Borrower to federal income taxation to such extent as would result in loss of the exclusion from gross income for federal income tax purposes of interest on any of the Series 2025 Bonds under Section 103 of the Code; or (v) which would materially and adversely affect the financial condition or operations of the Borrower or its ability to make the Loan Payments.

UNDERWRITING

The Series 2025 Bonds are being purchased by D.A. Davidson & Co. (the "**Underwriter**") pursuant to a Bond Purchase Agreement by and among the Issuer, the Borrower and the Underwriter (the "**Bond Purchase Agreement**"). The Underwriter has agreed to purchase the Series 2025 Bonds at a purchase price equal to \$_____ (which is equal to the aggregate par amount of the Series 2025 Bonds [, [plus/less] [net] original issue [premium/discount]], less an underwriting discount of \$[_____]).

The Bond Purchase Agreement provides that the Underwriter will purchase not less than all of the Series 2025 Bonds if any are purchased. The Underwriter's obligation to make such purchase is subject to the terms and conditions set forth in the Bond Purchase Agreement, including the approval of certain legal matters by counsel and other conditions.

CONTINUING DISCLOSURE

In order to provide certain continuing disclosure with respect to the Series 2025 Bonds in accordance with the requirements of the Securities and Exchange Commission Rule 15c2-12 (17 CFR Part 240, Section 240.15c2-12) (as previously defined, the "**Rule**"), the Borrower will enter into a Continuing Disclosure Agreement with the [Trustee]. The Borrower will covenant for the benefit of the Bondholders and beneficial owners of the Series 2025 Bonds to provide (i) certain financial information and operating data relating to the Borrower by no later than four (4) months following the end of each Fiscal Year of the Borrower (which Fiscal Year currently begins on January 1 of each year and ends on the next succeeding June 30), commencing with the report for the Fiscal Year ending June 30, 2024, (ii) quarterly unaudited

financial statements within forty-five (45) days of the end of any fiscal quarter, and (iii) notice of the occurrence of certain enumerated events. The Issuer has determined that no financial or operating data concerning the Issuer is material to an evaluation of the offering of the Series 2025 Bonds or to any decision to purchase, hold or sell Series 2025 Bonds and the Issuer will not provide any such information. See “APPENDIX J—FORM OF CONTINUING DISCLOSURE AGREEMENT” attached hereto.

INDEPENDENT ACCOUNTANTS

The financial statements as of June 1, 2023 and 2022, included in this Limited Offering Memorandum as “APPENDIX B—HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC. CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2024” and “APPENDIX C—HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC. CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2023,” have been audited by Soronen, Donley, Patterson, CPA’s PC, independent accountants, as stated in their reports.

NO RATINGS

Neither the Borrower nor the Issuer has applied to any national rating agency for a rating on the Series 2025 Bonds.

MISCELLANEOUS

All quotations from, summaries and explanations of the Ground Lease, Indenture, Loan Agreement, Mortgage, and any other documents contained herein do not purport to be complete, and reference is made to said documents for full and complete statements of their provisions. Copies in reasonable quantity of the Ground Lease, Indenture, Loan Agreement, and Mortgage may be obtained upon request directed to the Underwriter.

Any statements in this Limited Offering Memorandum involving matters of opinion are intended as such and not as representations of fact. The information contained herein relating to the Borrower has been furnished by the Borrower and officers and officials of the Borrower, and the Issuer has authorized the delivery of this Limited Offering Memorandum in an ordinance of the Issuer Council dated [January 15, 2025], however it makes no representation or warranties whatsoever with respect to any information contained herein except the information furnished by the Issuer under the captions “INTRODUCTION—The Issuer,” “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION—The Issuer.”

[Remainder of Page Intentionally Left Blank]

The preparation of this Official Statement and its distribution has been authorized by the Board. This Limited Offering Memorandum is hereby duly approved by the Board as of the date on the cover page hereof. This Limited Offering Memorandum is not to be construed as an agreement or contract between the Borrower and any purchaser, owner or holder of any Bond.

**HABITAT FOR HUMANITY OF THE ROARING
FORK VALLEY, INC.**

By: _____
[Title]

APPENDIX A

HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC.

INTRODUCTION

Habitat for Humanity of the Roaring Fork Valley, Inc., (the “**Borrower**” or “**Habitat RFV**”), is a Colorado nonprofit organization formed in 1999 with its headquarters located in Glenwood Springs, Colorado. The Borrower provides affordable home ownership for working families and individuals residing throughout the Roaring Fork Valley of Colorado. Habitat RFV is an affiliate of Habitat for Humanity International, Inc. (“**Habitat for Humanity**”), a global nonprofit housing organization working in local communities in all 50 states of the United States (including 1500 local affiliates such as Borrower), and in approximately 70 countries. Habitat for Humanity’s vision is of a world where everyone has a decent place to live. The Borrower, acting through its 50 employees, its leadership team and Board of Directors, supports the vision of Habitat for Humanity. The Borrower is considered a subordinate under the group tax exemption umbrella of Habitat for Humanity under Section 501(c)(3) of the Internal Revenue Code.

MISSION RELATED SERVICES

The Borrower's mission is “*Grounded in strong community relationships, Habitat RFV advocates for affordable housing and reuse of locally donated items at our ReStore to generate revenue that enables the development of affordable ownership housing for families and individuals from Parachute to Aspen*” and in furtherance of its mission the Borrower focuses on housing development and operation of its Re-Store, and other related services described as follows.

Housing Development

The Borrower began its journey by building one home per year, primarily with volunteers and homebuyers, gradually scaling to two duplexes at a time. A pivotal moment came in 2016, through collaboration with the Roaring Fork School District to coordinate and construct Basalt Vista, a 27-home development in Basalt, Colorado. To complete this ambitious project within four years, the Borrower’s team expanded to include 14 skilled tradesmen. This shift has established Habitat RFV as a leader in affordable housing initiatives within the Roaring Fork and Colorado River Valleys, exemplified by recent success with multi-unit developments like Wapiti Commons, as further described below.

The success of Basalt Vista inspired the exploration of even larger-scale housing solutions with cost-effective construction methods. By refining the Basalt Vista model, Habitat RFV employed prefabricated panel-built construction for the 20-unit Wapiti Commons project in Rifle, Colorado. These panels, produced by Simple Homes in Denver, Colorado, included comprehensive packages with 40-foot wall panels, doors, windows, floors, and roof trusses. Located in an Enterprise Zone that promotes development in economically distressed areas, Wapiti Commons has been recognized as a vital economic driver for workforce recruitment and retention in the region.

The Borrower has built \$32 million of housing over the last seven years and supported area homeowners by gathering \$5.88 million of philanthropic gifts, government grants of \$11.35 million and \$8 million of USDA low-interest mortgages. This work provides affordable homeownership for local families: 95% of homeowners are first time homebuyers, 98% are the original homebuyers and 43% of homeowners are Latino families.

As a pioneer in energy-efficient affordable housing among small rural Habitat for Humanity affiliates, the Borrower achieved the following milestones:

- Constructing the first net-zero home on the Western Slope in Rifle, Colorado (2009).
- The first fully accessible home built to LEED Platinum Standards in Carbondale, Colorado (2014).
- The first net-zero affordable housing development in rural Colorado in Basalt, Colorado (2019).

[Please describe RFVH's staffing.]

Based on its recently completed strategic plan, Habitat RFV has developed the following goals:

- Pursue the mission of Habitat for Humanity with a strong, principled, equitable organizational culture, empowered leadership, and operate with a clear set of shared values.
- Establish processes to evaluate development projects that ensure alignment with Habitat RFV's priorities: speed of construction, quality, price, energy efficiency, volunteer and homeowner engagement, and local job generation with community housing needs.
- Optimize ReStore net revenue and future growth through data informed decision making, inventory management, e-commerce sales, leveraged purchased products, gifts in kind, logistical and cost efficiencies, in-store customer centered experience, and marketing through trending media channels.
- Support, serve, and maintain relationships with all Habitat RFV homeowners during and after the home buying process, education and sweat equity contributions, through strong homeowner services including neighborhood homeowner associations.

Families that qualify for housing provided by the Borrower are selected by a selection committee based on four key criteria:

- Residency status: Applicants must be United States citizens or permanent legal residents and have lived or worked in the Roaring Fork Valley, Aspen to Parachute for at least one year.
- Need: Applicants must currently reside in substandard, overcrowded, or unaffordable housing that does not meet their needs including inadequate shelter due to issues with heating, water supply, structural safety, or overcrowding. They also need to have no previous ownership of property in the last three years, bankruptcy in the last two years and a clean record for violent or felony drug charges.
- Ability to Pay: Applicants must demonstrate financial stability, with a consistent monthly income that covers routine expenses, home maintenance, and mortgage payments.
- Willingness to Partner: Applicants must show a commitment to partnership by contributing 250 hours per applicant to construction of their home, attending education classes, saving \$4,000 for closing costs and staying involved with Habitat RFV through volunteering and participation in events. Once selected, homeowners purchase their homes through affordable loans provided by the Borrower's third-party lending partners.

[Description of the deed restrictions for the housing produced by the Production Plant to be added.]

The following tables provide certain information on the number of homes built by the Borrower and average home purchase price of such homes in the Roaring Fork Valley:

TABLE II
Habitat for Humanity of the Roaring Fork Valley, Inc. History of Homebuilding ¹

Location	2020	2021	2022	2023	2024 ²
Basalt	7	9	7	--	--
Glenwood Springs	--	--	--	--	--
Rifle	--	--	--	--	10
Silt	--	--	--	--	--
Total	<u>7</u>	<u>9</u>	<u>7</u>	<u>--</u>	<u>10</u>

¹ Based on a calendar year.

² As of December 31, 2024.

Source: The Borrower.

TABLE III
History of Home Purchase Price ¹

Location	2020	2021	2022	2023	2024 ²
Basalt	\$334,286	\$315,556	\$274,286	\$--	\$ --
Glenwood Springs	--	--	--	--	--
Rifle	--	--	--	--	287,000
Silt	--	--	--	--	--
Total	<u>\$334,286</u>	<u>\$315,556</u>	<u>\$274,286</u>	<u>\$--</u>	<u>\$287,000</u>

¹ Basalt 70-100% of AMI; Rifle under 80% AMI.

² As of December 31, 2024.

Source: The Borrower.

ReStore

The Borrower also operates the Habitat ReStore (“**ReStore**”) located at 53 Calaway Court, Glenwood Springs, Colorado. The ReStore is a nonprofit home improvement store and donation center that sells new and gently used home goods, furniture, appliances, building materials, and more. The ReStore operates with the mission to support Habitat for Humanity’s efforts to provide affordable housing by generating funds through sales.

The ReStore has similarly evolved from humble origins over the years, from a 2,000 square foot rented storage unit in 2006 to a 40,500 square foot facility which the Borrower built in 2017. The Habitat RFV store has now expanded to become the second largest ReStore in Colorado, serving over 72,000 guests a year (in a rural service area that only has a population of approximately 80,000 residents). The ReStore has contributed greatly to the Borrower’s ability to develop strong community relations and a positive public image throughout the service area from Aspen to Rifle, and well beyond. Purchasers from all over the region shop both in person and online at the ReStore. Most importantly, according to the Borrower, revenues from sales at the ReStore directly support the Habitat RFV mission by covering 100% of its overhead and administrative costs.

Donations for sale at the ReStore are received from individuals, contractors, and businesses (including hotels). These donations can include a wide range of items such as: furniture, home appliances, building materials, home décor, and renovation supplies. Items are sold at discounted prices, making home

improvement more accessible to the community. The pricing strategy reflects the condition and demand for each item, and the goal is to provide affordable options while maximizing funds for the Habitat for Humanity mission. The revenue generated from ReStore sales directly contributes to Habitat for Humanity projects, funding the the Borrower’s operating costs and construction. Additionally, by promoting reuse and recycling, the ReStore helps reduce waste and promotes sustainable practices within the community.

The ReStore offers unique treasures and bargains while supporting a good cause. The ReStore has staff and volunteers available to assist and answer questions about the items or the Habitat for Humanity mission. Overall, the ReStore serves as a vital resource for both the community and Habitat RFV, combining affordability with a commitment to improving lives through housing. The ReStore operation with its online store is able to sell across the country to any interested buyers.

Total donations per pound and by estimated value for the past five fiscal years are shown in the following table.

TABLE IV
Five Year Donation History

	2020	2021	2022	2023	2024 ¹
Pounds Donated	1,665,757	1,913,298	1,925,721	1,821,463	1,947,407
Tons Donated	833	957	963	911	974
Estimated Value of Donation	\$2,831,787	\$3,252,606	\$3,276,725	\$3,096,487	\$3,310,592

¹ As of June 30, 2024.
Source: The Borrower.

Management Discussion and Analysis

The Borrower has applied itself to the mission of building affordable homes for local families. Starting slowly, one home at a time, the Borrower’s first home was built 25 years ago in the Emma neighborhood of Pitkin County, just outside of the Town of Basalt.

From inception, Habitat RFV has completed a total of 70 homes in the region, including 10 homes completed in 2024, with 16 more homes currently under construction or in pre-construction. Just over 200 adults and children are currently living in Habitat RFV completed homes, and all of the adults contribute at least 250 hours of volunteer time to the organization in partnership with the Borrower’s full-time professional team. While the magnitude of Habitat RFV’s efforts has greatly evolved over the ensuing quarter century since the first family moved into their new home, the joy of seeing families taking possession and ownership of what Habitat for Humanity refers to as their “forever homes” is a constant source of delight for everyone involved and represents the culmination and fulfillment of work.

While the Borrower began with an all-volunteer workforce, in 2004, Habitat RFV started hiring a staff to help it accelerate and better achieve its mission. By 2015, Habitat RFV had significantly quickened the pace of construction to build four homes a year, and began to focus on building neighborhoods. The “Basalt Vista” neighborhood, consisting of 27 homes in a mixture of duplexes and triplexes, was completed in 2021 through a public/private partnership with the Town of Basalt, Pitkin County, the Roaring Fork School District, and Holy Cross Energy. Basalt Vista won Habitat International’s 2021 “best design” award as the most outstanding multi-family project in the country. Like most of Habitat RFV’s homes, Basalt Vista was built on land that was donated to Habitat RFV free of charge, in this case by the Roaring Fork School District.

Basalt Vista also marked a new era in energy efficiency for Habitat RFV. All 27 of those homes are “net-zero” meaning that due to built-in energy saving components, including geothermal heat pumps and solar panels, those homes deliver more energy back to the grid than they take from the grid. Today, every house that Habitat RFV builds is “net-zero,” which will also be true of every modular house produced at the Production Plant. As a result, homeowners at Basalt Vista, along with the 20 townhomes and condominiums comprising “Wapiti Commons” in Rifle, pay on average \$14 per month, year-round, for all of their utilities (except water), ensuring that they enjoy not just affordable housing, but truly affordable living.

The Borrower expects to break ground [WHEN?] on its next project, “The Confluence” in Glenwood Springs, consisting of 6 townhomes on a parcel of land donated to the Borrower by the City of Glenwood Springs at the corner of Midland Avenue and 8th Street, just across the street from a park on the Roaring Fork River. According to the Borrower, there is a long list of applicants hoping to acquire one of these affordable units.

The Project

Please describe how you will manage the Project once complete and how it will operationally function. Please also describe how accounting will be managed to identify revenues available for repayment of the Series 2025 Bonds.

[Remainder of Page Intentionally Left Blank]

SERVICE AREA

The Borrower's primary service area is the Roaring Fork Valley of Colorado (the "**Roaring Fork Valley**"). The Roaring Fork Valley includes municipalities within the Counties of Pitkin, Garfield and Eagle, Colorado. The following tables show the cities and towns within such counties, the median income for households in the Roaring Fork Valley and purchase prices for housing therein.

Roaring Fork Valley Municipalities

Location

Eagle County

Basalt
Edwards/Vail

Garfield County

Carbondale
Glenwood Springs
New Castle/Silt
Parachute
Rifle

Pitkin County

Aspen
Snowmass Village

Median Household Income in Garfield, Pitkin and Eagle County

County	Median Income
Eagle County	\$98,887
Garfield County	\$82,772
Pitkin County	\$96,123

Source: United States Census Bureau, QuickFacts.

2-Bedroom Housing Units in Garfield, Pitkin and Eagle County

Location	Average Cost
Aspen	\$2,065,227
Basalt	911,650
Carbondale	779,216
Edwards/Vail	1,265,776
Glenwood Springs	545,079
New Castle/Silt	415,327
Parachute	352,355
Rifle	326,955
Snowmass Village	1,444,117

Source: Market Analysis prepared by Gruen Gruen & Associates. See "APPENDIX D—MARKET ANALYSIS FOR THE PROPOSED HABITAT MODULAR HOUSING PRODUCTION PLANT IN RIFLE, COLORADO."

Demographic Highlights for Borrower Service Area

	Garfield County	Pitkin County
Hispanic or Latino	32.8%	11.7%
Over 65 years	15.2%	24%
Median value of owner occupied housing units	\$449,300	\$912,300
BA degree or higher	33.7%	63.1%
Median household income	\$82,772	\$96,126
Persons in poverty	8%	6.4%

Source: U.S. Census QuickFacts.

The budget for the construction of the Production Plant is as set forth below: [to be conformed when finalized under description in the forward section of the PLOM]

Project Budget *

Metal Building Fabrication	\$
Installation and Equipping of Metal Building	
Solar Array	
Other Hard Costs	
FF&E	
Total Uses	\$

* Preliminary; subject to change.

¹ Working capital is required for start-up expenses and is expected to cover initial operating losses. Working capital is not to cover any type of construction of the Project.

[DISCUSS ANY UNIQUE CHARACTERISTICS OF THE PRODUCTION PLANT HERE, INCLUDING ENVIRONMENTAL/SOCIAL IMPACT, SOLAR, ETC] See “PRODUCTION PLANT VICINITY AND MARKET AREAS” and “PROJECT PHOTOS.”

The Production Plant will be located on a former uranium and vanadium processing site and the ore processing operation created a radioactive tailings subject to the Uranium Mill Tailings Radiation Control Act. See “RISK FACTORS-Environmental Risks.

MARKET ANALYSIS

[Discuss whether to shorten the discussion below and cross-reference to the Market Study in lieu of additional text]

An independent Market & Demand Analysis for the Proposed Habitat Modular Housing Plant in Rifle, Colorado (the “**Market Study**”), was conducted with respect to the Project to evaluate the current market conditions and prospective market demand for deed restricted affordable housing reserved for income-eligible workforce households within the market area was prepared by Gruen Gruen + Associates, LLC, Denver, Colorado, in August of 2024, which is attached to this Limited Offering Memorandum as “APPENDIX D—MARKET ANALYSIS FOR THE PROPOSED HABITAT MODULAR HOUSING PLANT IN RIFLE, COLORADO.” The purpose of the Market Study was to identify the primary and secondary geographic market areas likely to be served by the Production Plant (see “PRODUCTION PLANT VICINITY AND MARKET AREAS” at the front of this Limited Offering Memorandum), estimate the potential demand for modular workforce housing units in these market areas, identify potential

sources of supply competition, and estimate the volume of demand potentially served by the Production Plant.

Following is a summary of the Market Analysis as prepared by the Market Consultant.

The independent feasibility study, conducted by Gruen & Gruen Associates, provides an extensive market analysis of the proposed Modular Housing Production Facility and Workforce Training Center in Rifle, Colorado. The plant is being built by Habitat for Humanity Roaring Fork Valley (as previously defined, the “**Borrower**” or “**Habitat RFV**”) to address the acute shortage of affordable, deed-restricted workforce housing in the Roaring Fork and Colorado River Valleys and the surrounding region. The Market Analysis highlights the existing and future demand for modular units, identifies the target markets, outlines the Production Plant’s competitive advantages, and confirms the substantial need and untapped market for Habitat RFV’s proposed modular facility.

The gap between what it costs today to build homes in the region which Habitat RFV serves and what the local workforce can afford to pay for their housing is unsustainable. Today, it is a truism: Working class families cannot afford to live in the Roaring Fork Valley. As a result, small and large businesses, schools, hospitals local governments and virtually every other local employer have significant difficulty hiring. This affordability gap will only grow, and will be impossible to bridge, unless Habitat RFV makes a data driven, fundamental change in its business model and shifts to off-site modular construction. Habitat RFV has determined that unless it converts from traditional on-site stick-built construction to modular construction in a factory, it will no longer be able to build affordable homes for the region’s essential workers, local workforce families will be unable to live in the communities in which they work, will be compelled to travel unsustainable distances to and from their place of work, thereby making it increasingly difficult for local employers to hire employees and to run their business efficiently.

Key Findings and Alignment with Regional Conditions Reveal: Modular is the Solution

Market Demand. The Market Analysis finds that the “demand for deed-restricted workforce housing in the geographic areas to be served by the proposed Habitat modular plant is substantial.” Currently and for the next 10 years at least, the demand for deed-restricted workforce housing in the designated market area is estimated to be 2,500 units per year. This demand is driven by the “missing middle” households who earn too much to qualify for low-income assistance but not enough to afford market-rate housing. These include many teachers, firefighters, hospital workers, small business owners, and local government employees - in other words, the people who form the very fabric of the communities and perform the essential jobs that make these communities viable. If the dire real estate economics outlined in the Market Analysis persist - and there are no signs that these conditions will abate anytime soon - then the Market Analysis concludes that “it is likely that modular housing production will continue to gain market share and acceptance. This is particularly true for new workforce housing production in the Roaring Fork Valley and surrounding bedroom communities, where existing housing is incredibly scarce and expensive.”

Cost and Time Efficiency. National studies from leading experts such as McKinsey & Co. and the Harvard Joint Center for Housing Studies have documented that modular construction reduces housing construction costs by approximately 20% compared to conventional stick-built construction. Modular housing units produced at the Production Plant are projected to have a sales price in the initial year of operation of \$160 per square foot, increasing to \$175 per square foot by the fourth year. The rule of thumb is that the modular unit cost straight out of the factory is 50% or more of the finished cost of the home, meaning that once the house is completely trimmed out, with net-zero components installed and is ready to be occupied, the per square foot cost will be approximately \$320. Accordingly, that will actually represent a cost savings of 40% to 100% from the stratospherically high costs of traditional construction in the

Roaring Fork Valley due to the intense demand for ultra-high-end homes, some of the highest labor costs in the country, and the highly constrained pool of trained labor. The substantial cost savings associated with modular construction are not the only benefits to be realized from Habitat RFV's shift to modular construction: Time is money, and McKinsey & Co. has estimated that modular construction can also accelerate project timelines by 20% to 50%.

Target Market: The geographic market for the Production Plant is the Western Slope of Colorado. The primary market includes communities throughout Garfield, Pitkin, and Eagle counties, with secondary markets extending to Mesa and Summit counties and beyond. The target demographic is workforce households with incomes between 80% to 160% of Area Median Income (AMI). The conservative estimate of need for affordable housing in the Habitat RFV's geographic market does not account for the housing needs of lower-income residents living throughout its region. When the needs of lower income residents are factored into the analysis, the demand for modular construction and cost-efficient modular units increases exponentially.

Unique Positioning of the Production Plant: Unlike modular manufacturers on the Front Range or in Idaho, Habitat RFV's Production Plant is uniquely positioned to serve its geographic region. As the local affiliate of a worldwide nonprofit with a mission to advocate for and provide affordable housing solutions for families and individuals from Aspen to Parachute, Habitat RFV is also uniquely positioned to vertically integrate the modular housing production from the Production Plant directly into its own projects, and to projects it routinely develops in collaboration with and in public/private partnerships with local communities, governmental entities, school districts, hospitals, and private developers. Habitat RFV is also uniquely capable of helping to secure necessary entitlements for those projects as a nonprofit developer.

Future Projections for Workforce Housing. As described above, thousands of units of workforce housing for the "missing middle" in the Habitat RFV geographic region are needed currently and for the next 10 years. The current housing shortage will be even further exacerbated by the significant growth that is forecast for its region beyond the 10 year horizon of the Market Analysis, according to the State of Colorado Demographer's Office. And yet the Production Plant, operating at full capacity, will only produce 6% of the total number of units that the Market Analysis estimates are needed in the region. With a severe labor shortage already in existence in the region, the lack of significant investment in workforce housing would severely constrict and negatively impact the present and future viability of its regional economy unless bold and innovative steps - like the one Habitat RFV is taking to build a modular plant - are also undertaken by many others, hopefully using Habitat RFV's success as a template and model for future modular projects.

Efficiencies of the Habitat Modular Model. The Production Plant has been meticulously designed to maximize efficiency, utilizing state of the art renewable energy technology to build net-zero homes, capturing associated tax credits and incentives, and thereby delivering significant advantages over traditional old-school construction methods. These efficiencies are especially impactful in a region where builders and subcontractors are experiencing a severe labor shortage, thus making Habitat RFV's approach the most strategic solution to acute housing shortfall by training young people for well-paying careers in advanced manufacturing jobs, and by siting the Production Plant where the workforce already resides.

- **Product Library:** Habitat RFV will continue to build the highest quality net-zero homes, and its existing projects, such as its internationally award winning Basalt Vista project, will continue to set the bar high for Habitat RFV's future modular production. The Production Plant's efficiency will rely on a comprehensive "product library" that ensures it will exceed regional building and energy codes, reducing design and permitting delays while ensuring consistency in quality and performance.

- *Year-round Efficiency:* The indoor climate-controlled Production Plant will allow the entire team to take advantage of year-round, uninterrupted production time regardless of adverse winter or summer weather conditions, providing a stable, ergonomic work environment that enhances productivity and worker satisfaction. This year-round operational capability prioritizes employees' health while significantly reducing delays commonly experienced in outdoor construction settings.
- *Vertically Integrated Team:* Efficiency is further optimized through the vertical integration of an onsite team which oversees the entire process, from production to final installation. This seamless coordination reduces potential delays, optimizes communication, and results in faster project completion.
- *Location:* The Production Plant's location in Rifle, Colorado, offers a distinct logistical advantage by significantly reducing and minimizing shipping and transportation time, and avoiding the high costs normally associated with dragging modular units by truck across the country. Compared to Fading West, the nearest competitor, yet located on the other side of the Continental Divide, 150 miles away from the Roaring Fork Valley, in Buena Vista, Colorado, the Production Plant's location in Rifle allows for much quicker response times and far less highway-related carbon emissions. This location also has the crucial advantage of being located where a skilled and ready workforce already resides. Finally, regional purchasers of Habitat RFV's modular units will enjoy the added advantage of being able to conveniently access the Production Plant in Rifle at any time throughout the production process to help ensure quality control and to regularly inspect the work being done to produce their units in real time.

Opportunity to Invest in a Homegrown Workforce. In collaboration with the local affiliate of the Board of Cooperative Educational Services (BOCES) and Colorado Mountain College (CMC), Habitat RFV will also be creating an on-site workforce training program to expand the regional construction workforce. This will become an economic accelerator for advanced manufacturing in the region while simultaneously developing a steady pipeline of skilled tradesmen in the Colorado River Valley.

MODULAR PLANT MANAGEMENT

The Production Plant will be operated by the Borrower. The Borrower intends to hire a general manager, a construction team, and administrative employees that will all coordinate closely with the the Borrower's senior management to provide oversight of the Production Plant, including all financial and cash management at the Production Plant as well as human resource services. The Borrower currently employs construction crews for building its multi-family homes with panelized systems and will employ these individuals at the Production Plant. The Borrower anticipates hiring additional employees as required to help with the operation of the Production Plant. Bryan Lynch of 3in1 Solutions will oversee the management of the Production Plant.

GOVERNANCE AND MANAGEMENT

All corporate powers of the Borrower are exercised by and under the authority of and the affairs of the Borrower are managed under the direction of the Borrower's Board of Directors (the "**Board**"). The Board is composed of not less than 12 nor more than 24 directors elected for concurrent 1 year terms. Board directors serve until they choose to leave the Board, but no director can serve more than 8 consecutive 1 year terms. The Board holds an annual meeting in January of each year (or at such other time as the Board may determine) for the purpose of electing directors, appointing officers, and approving the budget. The Board must hold at least one regular meeting during the calendar year; additional regular monthly meetings

are held upon the Board providing a resolution. Special meetings may be called by or at the request of the Chairperson(s) or 20% of the directors then in office. According to the Borrower's by-laws there are nine operating committees of the Board: Development Committee, Public Relations Committee, Family Selection Committee, Family Nurturing Committee, Site Selection Committee, Building Committee, ReStore Advisory Committee, Government Liaison and Private Sector Committee and the Strategic Planning Committee. According to the by-laws, the Board may establish other operating committees as it deems appropriate in the pursuit of its mission. A description of each standing committee and its responsibilities are as follows:

Development Committee (Fundraising Cabinet)

The Development Committee is responsible for coordinating the raising of funds needed to conduct the Borrower's business. The tasks to be coordinated by this committee include fund-raising campaigns, special fund-raising events, and cultivation of major donors. This committee is to emphasize and promote the importance of stewardship in servicing donors and supporters.

Homebuyer Services Committee

Family Selection Committee. The Family Selection Committee is responsible for drafting the selection criteria and application forms, screening applications, interviewing applicants, and recommending applicants to the Board for approval as prospective homeowners.

Family Nurturing Committee. The Building Committee is responsible for planning and implementing the construction projects of the Borrower. The tasks directed by this committee include obtaining house plans, soliciting professional help and donations of building materials, coordinating volunteers, and supervising construction.

Development Committee

Site Selection Committee. The Site Selection Committee is responsible for targeting the area or areas of the community in which the projects of the Borrower shall be developed, investigating and researching the availability of property, and recommending property to the Board for acquisition. This committee works in conjunction with the Building Committee to evaluate the suitability of potential sites prior to acquisition.

Building Committee. The Building Committee is responsible for planning and implementing the construction projects of the Borrower. The tasks directed by this committee include obtaining house plans, soliciting professional help and donations of building materials, coordinating volunteers, and supervising construction.

ReStore Advisory Committee

The ReStore Advisory Committee is responsible for supporting the growth and development of the ReStore. The committee works with staff leadership to oversee the direction of the ReStore including cultivation of new ideas for outreach, expansion, business planning, volunteer recruitment, contacts, and assistance in providing volunteer support for large events as well as occasional day to day operations. The tasks coordinated by this committee support the mission of the ReStore in providing a self-sustaining funding source to Habitat RFV and to support the local community with low-cost building and home improvement materials, while also recycling surplus new or used building and home improvement materials to reduce waste in local landfills and to protect the environment.

Organizational Culture Committee

Strategic Planning Committee. The Strategic Planning Committee is responsible for executing the strategic planning process for the Borrower.

Government Liaison and Private Sector Committee. The Government Liaison and Private Sector Committee is responsible for relations and communications with government jurisdictions in the Borrower's affiliate area.

Public Relations and Fundraising Committee. The Public Relations Committee is responsible for education and informing the public regarding the mission and purposes of the Borrower, the need for better and more affordable housing in certain areas, and the steps being taken to meet this need. The tasks to be coordinated by this committee shall include public speaking, communicating with the news media, and publishing a periodic newsletter.

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The current directors on the Board, the years of initial appointment, the years their current terms expire and principal business affiliations are as follows:

Board of Directors

Member	Position	Principal Occupation	First Year Elected	Term Expires
Danielle Howard	Chair, Chair, Homeowner Services	Financial Planner, Wealth by Design	2021	2029
Jamie Steiner	Vice Chair	Attorney, Hush Blackwell	2021	2029
John Blair	Board Member	Consultant, Juice Plus	2014	2025
Scott McHale	Chair - Development	Architect, Z Group Architects	2014	2025
Skip Berhorst	Board Member	Developer	2021	2029
Alex Revilla	Chair, ReStore Advisory Committee	Community Relations, Holy Cross Energy	2023	2031
Jorge Rojas-Lopez	Board Member	VP, FirstBank	2023	2031
Gyles Thornely	Board Member	Landscape Architect	2024	2032
Allyson Decator	Chair, Modular Production Committee	General Contractor	2024	2032
Anthony Sherman	Board Member	Real Estate Developer	2024	2032

Executive Management

The Board of Directors delegates to the Chief Executive Officer responsibility for the administration of the Borrower's programs, operations, and facilities. The President/Chief Executive Officer is assisted by the following members of the senior leadership team.

Gail Schwartz, Chief Executive Officer. Gail Schwartz is the current Chief Executive Officer and her career began with community and resort planning throughout North America with Sno-engineering, Inc, and she then became the Director of Development and Interim Director for the Aspen/Pitkin County Housing Authority bringing on line 800 homes in four years. She served as a Colorado Commissioner on Higher Education, University of Colorado Board of Regents, two terms (2007 to 2015) in the Colorado State Senate representing Senate District 5, and the Colorado Water Conservation Board, in addition to serving on local and statewide non-profit boards. At Habitat RFV, Gail focuses on building partnerships and developing new energy efficient communities throughout the region in order to address the impacts of the affordable housing crisis. She is committed to engendering community awareness and support to address this need for safe, affordable homes from which people can work, retire and engage in their communities. Gail received her bachelor of science in marketing and finance in addition to post graduate studies.

Kristen Wilmes, Chief Financial Officer. Kristen holds a Bachelor degree in Accounting and Business Management from Kansas State University and completed graduate work in Financial Planning and Communications. With over twenty years of leadership experience in affordable housing, she specializes in the development of homeownership opportunities for low to moderate income working families, large scale funding through grant opportunities, government funding programs and low-interest mortgage options.

Sheryl Bower, AICP, Chief Operating Officer. Sheryl has over 25 years of senior management experience in the public sector and 15 years in private sector planning. Her expertise includes affordable housing, policy development, hazard mitigation, comprehensive planning, economic development, and sustainability. She has managed projects from New Towns to Golf Course Community Redevelopment and developed Form-Based Codes and Transit-Oriented Development (TOD) strategies. Ms. Bower graduated from the Roaring Fork Leadership Academy in 2019 and chaired the ICMA’s Sustainable Communities Advisory Committee from 2020 to 2021. Committed to affordable housing and community resilience, she became Vice President of Habitat for Humanity Roaring Fork in 2023.

Trent Marshall, Project Manager. Trent Marshall advocates for sustainable living and affordable housing. After earning a Bachelor’s in Sustainable Studies from CMC, he committed to improving communities and the environment. With nearly a decade at Habitat for Humanity, Trent rose from intern to Project Manager, overseeing the development of affordable, energy-efficient homes. His dedication to Habitat’s mission drives his work, helping families achieve stability and promoting a greener future.

Rick Farr, Site Supervisor. Rick is a licensed contractor with experience in scheduling, budgeting, and retention of customers. Rick is the site supervisor at Habitat’s Wapiti Commons and has supervised Habitat’s professional crew since 2010. Rick has also been responsible for coordinating all subcontractors and ordering materials. Previously Rick ran his own general contractor business, Fantastic Finishes in Rifle, Colorado from 1992 to 2010. Rick was responsible for all phases of construction of residential projects, including scheduling subcontractors, ordering materials and equipment, reviewing layout design and production of site plans, preliminary blueprints and cost estimating.

EMPLOYEES

From the Borrower’s early days as a small, volunteer led organization, Habitat RFV has evolved into an organization employing multiple people from throughout the community and region. Currently the Borrower is providing employment to 46 people. This includes 35 full time and 11 part time employees and covers the ReStore, housing construction team and administration. The average age of the Borrower’s employees as of September, 2024 was 43 years old and approximately 58% are male and 42% female.

The following tables provide certain information related to the Borrower’s employees as of January 3, 2025.

Ethnicity of Employees

	Total Employees		Full-Time Employees	
	Number	Percentage	Number	Percentage
Caucasian	33	71.73%	24	68.57%
Hispanic	12	26.09	10	28.57
African American	--	--	--	--
Two or more races	1	2.17	1	3.12
Asian	--	--	--	--
Pacific Islander	--	--	--	--
American Indian	--	--	--	--
Total	<u>46</u>	<u>100.00%</u>	<u>35</u>	<u>100.00%</u>

Source: The Borrower.

The following table provides the average annual wage of a full-time employee, excluding executive staff.

**Annual Wages
(excludes Executive Staff)**

	Average	Median
Program services	\$59,133	\$58,613
Restore		
Trucking	57,441	62,706
Retail	43,338	41,072
Workforce Training	5,411	2,799
Build Team	72,352	69,059

Source: The Borrower.

The average annual wage of a full-time employee, including executive staff, is \$56,250.

VOLUNTEERS

Volunteers are critical to the Borrower's work and are embedded into the culture of Habitat for Humanity as an organization. Since the beginnings of Habitat for Humanity in the late 1960s and 1970s on Koinonia farm in Georgia there is a strong belief that volunteers, that the people living in local communities, those who are most affected by housing shortages, are the most effective social change strategy. That belief means that each of the Borrower's homeowners contribute 250 hours of 'sweat equity' where they participate in constructing their home or other homes in the development, creating a deep involvement and commitment to their home and community. For the Basalt Vista project this represented nearly 12,000 hours of volunteer work. Volunteers also participate individually or with groups organized through their place of employment at the Borrower's build site and are engaged with most aspects of the construction process. The ReStore relies heavily on volunteers for various tasks, including sorting donations, pricing items, stocking shelves, and assisting customers. This community involvement fosters a spirit of collaboration and supports local engagement. The skills volunteers bring and the hours they donate are critical for Habitat RFV to be able to build housing as affordably as possible. In normal times Habitat RFV engages hundreds of volunteers donating thousands of hours at its build sites and the ReStore.

The Borrower relies heavily on volunteers for its operations. The table below sets forth the number of volunteers and volunteer hours logged over the last five years.

**Habitat for Humanity of the Roaring Fork Valley, Inc.
Volunteer Hours ¹**

	2020	2021	2022	2023	2024²
Number of volunteers	287	33	144	133	232
Volunteer hours	1,148	132	2,259	1,426	2,974

¹ Based on a calendar year.

² As of January 3, 2024.

Source: The Borrower.

FINANCIAL MATTERS

The following summaries and discussions of financial matters should be read in conjunction with the Borrower's audited financial statements and notes for the fiscal years ended June 30, 2024 and June 30,

2023, which are attached hereto as “APPENDIX B—HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC. CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2024” and “APPENDIX C—HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC. CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2023,” respectively.

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The table on the following page summarizes the Statement of Activities of the Borrower for the fiscal years ended June 30, 2019 through 2023.

TABLE V
Historical Consolidated Statement of Activities for Fiscal Year Ending June 30 ¹

	2020	2021	2022	2023	2024
Revenue and Support					
Contributions and grants	\$ --	\$ 1,623,309	\$984,285	\$2,824,746	\$2,991,062
Contributions	770,509	--	--	--	--
Grants	215,500	--	--	--	--
Land contributions	--	--	--	--	--
Land contributions—BVAHP, LLC	--	--	--	--	--
Construction reimbursements—BVAHP, LLC	292,131	45,066	--	--	--
Contributions- BVAHP, LLC	994,639	661,761	--	--	--
In-kind donations	--	--	--	30,246	107,000
Sale of houses	2,218,000	3,937,212	1,965,000	570,000	1,848,101
Equity sharing income	--	--	107,116	--	213,094
Habitat ReStore, net	2,831,787	3,252,606	3,273,725	3,096,487	3,303,323
Special events	33,668	21,467	69,099	148,044	13,000
Less costs of direct benefits to donors	(19,133)	(13,633)	(15,416)	(123,923)	--
Off-site construction income	--	--	66,265	93,210	--
Rental income	31,584	5,548	--	--	--
Solar rebate	--	96,150	35,083	6,213	--
Other	42,546	37,504	69,948	193,225	126,596
Total Revenue and Support	<u>7,411,231</u>	<u>9,666,990</u>	<u>6,555,105</u>	<u>6,838,248</u>	<u>8,602,176</u>
Expenses					
Construction of houses	5,318,330	6,927,963	4,535,850	1,756,206	4,957,268
Construction, repairing, renovating of houses	--	--	--	--	--
Habitat Re-Store	2,835,916	2,906,472	2,855,632	3,416,572	3,329,036
Management & general	243,568	200,479	218,377	130,837	176,565
Fundraising	224,210	138,755	144,805	226,842	350,107
Total	<u>8,622,024</u>	<u>10,173,669</u>	<u>7,754,664</u>	<u>5,530,457</u>	<u>8,812,976</u>
Change in Net Assets	(1,210,793)	(506,679)	(1,199,559)	1,307,791	(210,800)
Net Assets—Beginning	6,374,733	5,163,940	4,657,261	4,200,254	5,508,045
Prior Period Adjustment	--	--	742,552	--	--
Net Assets—Ending	<u>\$5,163,940</u>	<u>\$ 4,657,261</u>	<u>\$4,200,254</u>	<u>\$5,508,045</u>	<u>\$5,297,245</u>

¹ Totals may not add due to rounding.

² Restated; inventory balance of \$742,552 was not reflected in the June 30, 2021 financial statements.

Source: Borrower's audited financial statements for the years ended June 30, 2020 through 2024.

2024 - 2025 Budget

The Borrower's approved 2024-2025 Budget is set forth below. Actual financial results for 2024-2025 may vary from the 2024 - 2025 budget, and such variations may be material.

TABLE VI
Habitat for Humanity of the Roaring Fork Valley, Inc.
Total Operations 2024 -2025 Budget

Revenues	
ReStore Sales	\$3,600,000
Contributions and Grants	2,655,475
Sale to Homeowners	3,271,465
In-kind Donations	480,000
Other income	<u>176,500</u>
Total revenues	<u>10,183,440</u>
Expenses	
Program Services	
Construction of Homes	5,926,940
Habitat ReStore	3,300,000
Supporting Services	
Mangement and General	180,000
Fundraising	<u>350,000</u>
Total expenses	<u>9,756,940</u>
Operating income before depreciation	<u>426,500</u>
Depreciation	<u>200,927</u>
Net Income	<u>\$ 225,573</u>

Source: The Borrower.

Cash and Cash Equivalents

For the purposes of the statement of cash flows, the Borrower considers all highly liquid investments when available for current use with an initial maturity of three months or less to be cash equivalents.

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The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the statement of financial position to the sum of the corresponding amounts within the statement of cash flows as of June 30 for the past five fiscal years derived from the audited financial statements of the Borrower.

TABLE VII
Habitat for Humanity of the Roaring Fork Valley, Inc. Cash & Cash Equivalents

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Cash and Cash Equivalents	\$419,097	\$337,082	\$552,887	\$389,366	\$389,773
Restricted Cash for USDA Loan Reserve	<u>63,040</u>	<u>93,302</u>	<u>183,578</u>	<u>235,789</u>	<u>302,520</u>
Cash and Cash Equivalents on Statement of Cash Flows	<u>\$482,137</u>	<u>\$430,384</u>	<u>\$736,465</u>	<u>\$625,155</u>	<u>\$692,293</u>

Source: Borrower's audited financial statements for the years ended June 30, 2020 through 2024.

Outstanding Debt [PLEASE CONFIRM]

As of June 30, 2023, the Borrower's outstanding long-term debt consisted of two notes payable in the total combined amount of \$6,604,266, and one construction loan payable in the amount of \$2,628,321. After issuing the Series 2025 Bonds, this other indebtedness will be outstanding in the aggregate principal amount of \$6,501,618*, with varying maturity dates and payment structures. The Bondholders of the Series 2025 Bonds are not secured *pari passu* with holders of the other outstanding indebtedness. [NTD: L3 is not included in these figures.]

The Borrower has no present plans to incur any additional long-term debt beyond the Series 2025 Bonds, other than routine equipment financing.

RETIREMENT PLAN

The Borrower's retirement plan is a SIMPLE IRA available to all employees who have earned at least \$5,000 in any two years preceding the current year or who are expected to earn at least \$5,000 in the current calendar year. New York Life Investments SIMPLE IRA offers an array of investment options. The SIMPLE IRA Plan offers professional diversification and ongoing portfolio rebalancing all in one simple, convenient investment through its MainStay Asset Allocation Funds, MainStay Diversified Portfolio Series and the MainStay ESG Multi-Asset Allocation Fund. The Borrower matches up to 3% of employee compensation. For the Fiscal Year ending June 2024, matching contributions made by the Borrower equaled \$47,382.

INSURANCE AND EMPLOYEE BENEFITS

The Borrower carries standard industry insurance policies that include workman's compensation, commercial general liability, builder's risk, property including crime, umbrella, directors and officers, accidental medical expense, volunteer disability, and fleet coverage. The Borrower also provides competitive medical, dental, and vision coverage to full-time employees working 30 hours or more per week. Eligible employees also have access to an Employee Assistance Program that provides legal, financial, and counseling services. The Borrower participates in the Unemployment Insurance and FAMLI program through the State of Colorado.

* Preliminary; subject to change.

APPENDIX B

**HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC. CONSOLIDATED
FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2024**

(attached)

APPENDIX C

**HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC. CONSOLIDATED
FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2023**

(attached)

APPENDIX D

MARKET ANALYSIS FOR THE PROPOSED HABITAT MODULAR HOUSING PRODUCTION PLANT IN RIFLE, COLORADO

(attached)

APPENDIX E
FORM OF THE GROUND LEASE
(attached)

APPENDIX F
FORM OF THE INDENTURE
(attached)

APPENDIX G
FORM OF THE LOAN AGREEMENT
(attached)

APPENDIX H
FORM OF MORTGAGE
(attached)

APPENDIX I
FORM OF BOND COUNSEL OPINION
(attached)

APPENDIX J
FORM OF CONTINUING DISCLOSURE AGREEMENT
(attached)

APPENDIX K

BOOK-ENTRY ONLY SYSTEM

The information in this section concerning The Depository Trust Company (“DTC”) New York, New York and DTC’s book-entry-only system has been obtained from DTC, and the Borrower and the Underwriter take no responsibility for the accuracy thereof.

DTC will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the Series 2025 Bonds, as set forth on the cover page hereof, in the aggregate principal amount of each maturity of the Series 2025 Bonds and deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“**Direct Participants**”) deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“**DTCC**”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“**Indirect Participants**”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and dtc.org.

Purchases of the Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“**Beneficial Owner**”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2025 Bonds, except in the event that use of the book entry-system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no

knowledge of the actual Beneficial Owners of Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants remain responsible for keeping accounts of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2025 Bond documents. For example, Beneficial Owners of the Series 2025 Bonds may wish to ascertain that the nominee holding the Series 2025 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Series 2025 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Borrower as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2025 Bonds are to be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Borrower or Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or Borrower, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Borrower or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to Tender or Remarketing Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Series 2025 Bonds, on DTC's records, to Tender or Remarketing Agent. The requirement for physical delivery of the Series 2025 Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Series 2025 Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit for tendered Bonds to Tender or Remarketing Agent's DTC account.

DTC may discontinue providing its services as securities depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the Borrower or the Trustee. Under such circumstances,

in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The Borrower may decide to discontinue use of the system of book entry only transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system that has been obtained from sources that the Borrower believes to be reliable, but the Borrower takes no responsibility for the accuracy thereof.

APPENDIX L
FORM OF INVESTOR LETTER
(attached)

FORM OF INVESTOR LETTER

Date: _____

City of Rifle
202 Railroad Avenue
Rifle, Colorado 81650

U.S. Bank Trust Company, National Association
950 17th Street
Denver, Colorado 80202

D.A. Davidson & Co.
1550 Market St. #300
Denver, CO 80202

Re: [City of Rifle Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Series 2025A] [AND/OR] [City of Rifle Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Taxable Series 2025B] [AND/OR] [City of Rifle Subordinate Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Taxable Series 2025C] (the “Bonds”)

Ladies and Gentlemen:

The undersigned on behalf of [] [being the initial purchaser] [OR] [not on its own behalf but in its capacity as investment advisor to the [Name(s) of Fund(s)] identified opposite its signature hereto] as purchaser of that portion of the above-captioned Bonds as set forth opposite its signature hereto (the “Purchaser”), in connection with the purchase of the Bonds by the Purchaser, hereby makes the following representations and warranties upon which you are authorized to rely.

Capitalized terms used herein shall have the meanings given to them in the Indenture of Trust dated as of [February] 1, 2025 (the “Indenture”), between the City of Rifle, Colorado (the “Issuer”) and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), or the Loan Agreement dated as of [February] 1, 2025 (the “Loan Agreement”), between the Issuer and Habitat Roaring Fork Valley, Inc., a Colorado nonprofit corporation (the “Borrower”), each relating to the Bonds.

1. The Purchaser states that: (a) it is (i) an Accredited Investor as defined in Rules 215 and 501(a) of Regulation D, promulgated under the Securities Act of 1933, as amended (the “1933 Act”); or (ii) a Qualified Institutional Buyer as defined in Rule 144A under the Securities Act.

2. The Purchaser understands that the Bonds have not been registered under the 1933 Act, or the securities laws of any state, and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser as set forth herein.

3. The Purchaser has sufficient knowledge and experience in financial and business matters in general, including the purchase and ownership of taxable or tax-exempt obligations such as the Bonds in particular, and is capable of evaluating the merits and risks involved in its purchase of the Bonds. The Purchaser is able to bear the economic risk of, and an entire loss of, its investment in the Bonds and

understands that it may be required to bear the risks of an investment in the Bonds for an indefinite time, since any sale prior to maturity may not be possible.

4. The Purchaser acknowledges that it has been provided a copy of the Preliminary Limited Offering Memorandum dated [], 2025 (the “Preliminary Limited Offering Memorandum”) and the Limited Offering Memorandum dated [the date of sale] with respect to the Bonds (the “Limited Offering Memorandum”), and that it has either been supplied with or been given access to information which it deemed significant in making its investment decision, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Project, the Borrower, the Indenture, the Loan Agreement, the Ground Lease, the Mortgage, the Bonds and the security therefor so that the Purchaser has been able to make its decision to purchase the Bonds.

5. The Purchaser understands that the Bonds involve a high degree of risk. The Purchaser has obtained all information requested by it in connection with the issuance of the Bonds as it regards necessary to evaluate all merits and risks of its investment in the Bonds. The Purchaser has reviewed the documents executed in conjunction with the issuance of the Bonds, including, without limitation, the Indenture and the Loan Agreement.

6. THE PURCHASER ACKNOWLEDGES THAT THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES AND OTHER FUNDS PROVIDED IN THE INDENTURE (CONSISTING PRIMARILY OF THE LOAN PAYMENTS TO BE MADE BY THE BORROWER UNDER THE LOAN AGREEMENT), AND THE ISSUER SHALL NOT BE DIRECTLY OR INDIRECTLY OR CONTINGENTLY OR MORALLY OBLIGATED TO USE ANY OTHER MONEYS OR ASSETS OF THE ISSUER FOR ALL OR ANY PORTION OF PRINCIPAL OF, AND INTEREST, ON THE BONDS.

7. The Purchaser understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the Issuer, the State of Colorado or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the faith and credit of the Issuer, the State of Colorado or any political subdivision thereof; that no right will exist to have taxes levied by the State of Colorado or any political subdivision thereof for the payment of principal and interest on the Bonds; and that the liability of the Issuer with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

8. In entering into this transaction, the Purchaser has not relied upon any representations or opinions of the Issuer or the Trustee relating to the legal consequences or other aspects of its investment in the Bonds, nor has it looked to, nor expected, the Issuer to undertake or require any credit investigation or due diligence reviews relating to the Borrower, the Project (including the financing or management thereof), or any other matter pertaining to the merits or risks of the transactions contemplated by the Indenture or the Loan Agreement or the adequacy of the funds pledged to the Trustee to secure repayment of the Bonds.

9. The Purchaser acknowledges and understands that the Bonds (i) are not registered under the 1933 Act and that the Indenture has not been registered under the Trust Indenture Act of 1939 and that such registration is not legally required as of the date hereof; (ii) have not been and will not be registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any jurisdiction; (iii) will not be listed on any stock or other securities exchange; (iv) will carry no rating from any rating service; and (v) may not be readily marketable.

10. Neither the Trustee, Bond Counsel, the Issuer, its governing body, or any of its employees, counsel or agents will have any responsibility to the Purchaser for the accuracy or completeness of information obtained by the Purchaser from any source regarding the Borrower or its financial condition or regarding the

Bonds, the provision for payment thereof, or the sufficiency of any security therefor. Except for the information contained under the captions “INTRODUCTION—The Issuer,” “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION—The Issuer” in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum, no written information has been provided by the Issuer to the Purchaser with respect to the Bonds.

11. The Purchaser is purchasing the Bonds solely for its own account (or an account of an affiliate or funds on behalf of whom it acts as a registered investment advisor) for investment purposes and has no present intention to resell or distribute all or any portion of, or interest in, the Bonds other than to an affiliate of the Purchaser (in which case the Purchaser is executing this Investor Letter on behalf of the affiliate as well as itself); provided that the Purchaser reserves the right to transfer or dispose of the Bonds at any time, and from time to time, in its complete and sole discretion, subject, however, to the restrictions described in paragraphs 1 and 12 of this letter.

12. The Purchaser agrees that it will only offer, sell, pledge, transfer or exchange the Bonds (or any legal or beneficial interest therein) in Authorized Denominations, and then only to another Qualified Institutional Buyer or Accredited Investor (as defined in paragraph 1 of this letter) and in accordance with (i) an applicable exemption from the registration requirements of Section 5 of the 1933 Act; (ii) any applicable state securities laws; and (iii) the transfer restrictions set forth in the Indenture.

13. No party other than the addressees hereto is entitled to rely on the representations and acknowledgments contained in this letter. Without limiting the generality of the foregoing, nothing in this letter will be deemed to relieve any party of its obligations under any federal or state securities laws.

14. The signatory hereof is a duly appointed, qualified and acting representative of the Purchaser with the authority to make the representations and acknowledgements contained herein on behalf of the Purchaser, and is authorized to execute and deliver this letter on behalf of the Purchaser.

\$ _____
Par Amount of the Bonds purchased

[NAME OF PURCHASER][, not on its own
behalf but in its capacity as investment advisor to
the [INSERT NAME[S] OF FUND(S) ABOVE
SIGNATURE LINE]

By: _____
Name: _____
Title: _____

[Signature Page to Investor Letter]

CITY OF RIFLE, COLORADO
and
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

INDENTURE OF TRUST
Dated as of February 1, 2025

SECURING
\$ _____
CITY OF RIFLE, COLORADO
REVENUE BONDS
(Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility,
Service Areas in Aspen, Glenwood Springs and Rifle, Colorado)
SERIES 2025A AND TAXABLE SERIES 2025B
SUBORDINATE TAXABLE SERIES 2025C

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SIGNATURES FOR TRUST INDENTURE

EXHIBIT A - FORMS OF SERIES 2025 BONDS

EXHIBIT B – INVESTOR LETTER

INDENTURE OF TRUST

THIS TRUST INDENTURE (this "Indenture"), dated as of February 1, 2025, by and between the City of Rifle, Colorado, a home-rule city and municipal corporation of the State of Colorado (the "Issuer"), and U.S. Bank Trust Company, National Association, a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with a corporate trust office located in Denver, Colorado, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Issuer is authorized under the County and Municipality Development Revenue Bond Act, constituting Article 3, Title 29, Colorado Revised Statutes, as amended (the "Act") and the Colorado Supplemental Public Securities Act, constituting Article 57, Title 11, Section 201 et seq., Colorado Revised Statutes, as amended (the "Supplemental Act"), to issue revenue bonds for the purposes set forth therein; and

WHEREAS, the Issuer has authorized the issuance of its Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Series 2025A (the "Series 2025A Bonds"), and Taxable Series 2025B (the "Series 2025B Bonds" and, collectively with the Series 2025A Bonds, the "Series 2025A/B Bonds"), in an aggregate principal amount of \$25,000,000 and its Subordinate Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Taxable Series 2025C (the "Subordinate Series 2025C Bonds" and, together with the Series 2025A/B Bonds, the "Series 2025 Bonds"), in an aggregate principal amount of \$4,500,000; and

WHEREAS, the proceeds of the Series 2025 Bonds will be used to finance a project consisting of: (i) the acquisition, construction, equipping and installation of a 65,000 square foot modular housing manufacturing facility located on 10.5 acres leased by the City to the Borrower (defined below) within the boundaries of the Issuer; (ii) the funding of a required debt service reserve fund for the Series 2025A/B Bonds; (iii) the payment of certain capitalized interest on the Series 2025A/B Bonds; (iv) the funding of an operating expense reserve fund; and (v) the payment of the costs of issuance of the Series 2025 Bonds (collectively, the "Project"); and

WHEREAS, the Issuer has duly entered into a Loan Agreement, dated as of even date herewith (the "Loan Agreement"), with Habitat for Humanity of Roaring Fork Valley, Inc., a Colorado nonprofit corporation (the "Borrower"), specifying the terms and conditions of a loan by the Issuer to the Borrower of the proceeds of the Series 2025 Bonds for the purpose of financing the costs of the Project and the payment by the Borrower to the Issuer of amounts sufficient for the payment of the principal of, premium, if any, and interest on the Series 2025 Bonds and certain related expenses; and

WHEREAS, to evidence its obligations to make Loan Payments (as defined in the Loan Agreement) under the Loan Agreement, the Borrower will execute and deliver to the Issuer its promissory note in the amount of \$_____, dated _____, 2025 (the "Senior Note"), providing for payments at such times and in such amounts as will be required to pay the principal

of, premium, if any, and interest on the Series 2025A/B Bonds, as and when the same become due, and to pay certain related expenses, and its promissory note in the amount of \$_____, dated _____, 2025 (the "Subordinate Note" and, together with the Senior Note, the "Notes"), providing for payments at such times and in such amounts as will be required to pay the principal of, premium, if any, and interest on the Subordinate Series 2025C Bonds, as and when the same become due, and to pay certain related expenses; and

WHEREAS, to secure its obligations under the Loan Agreement and the Notes, the Borrower (1) will grant a first mortgage lien in connection with the Series 2025A/B Bonds and a subordinate mortgage lien in connection with the Subordinate Series 2005C Bonds on its right, title and interest in and to the real property portion of the Project pursuant to a Leasehold Deed of Trust, Security Agreement, and Fixture Filing, dated as of even date herewith (the "Mortgage"), granted by the Borrower to the Public Trustee of Garfield County, Colorado, for the benefit of the Trustee, and (2) will grant to the Trustee a first priority security interest in connection with the Series 2025A/B Bonds and a subordinate security interest in connection with the Subordinate Series 2025C Bonds in the personal property portion of the Project, in any inventory now or hereafter located at the Project, and in the accounts, documents, chattel paper, instruments, and general intangibles arising in any manner from the Borrower's ownership and operation of the Project pursuant to the Mortgage; and

WHEREAS, to secure its obligation to pay principal of, premium, if any, and interest on the Series 2025A/B Bonds to be issued hereunder and for the equal and ratable benefit of the owners of all the Series 2025A/B Bonds, the Issuer has agreed to (1) assign and pledge to the Trustee, and grant a first priority security interest in, all of its right, title, and interest in the Loan Agreement (except for the Unassigned Rights, as defined in the Loan Agreement), the Senior Note, the Mortgage, and all revenues, payments, receipts, and money to be received and held thereunder and (2) endorse the Senior Note without recourse or warranty to the order of the Trustee, all pursuant to the granting clauses of this Indenture; and

WHEREAS, to secure its obligation to pay principal of, premium, if any, and interest on the Subordinate Series 2025C Bonds to be issued hereunder and for the equal and ratable benefit of the owners of all the Subordinate Series 2025C Bonds, the Issuer has agreed to (1) assign and pledge to the Trustee, and grant a subordinate security interest in, all of its right, title, and interest in the Loan Agreement (except for the Unassigned Rights, as defined in the Loan Agreement), the Subordinate Note, the Mortgage, and all revenues, payments, receipts, and money to be received and held thereunder and (2) endorse the Subordinate Note without recourse or warranty to the order of the Trustee, all pursuant to the granting clauses of this Indenture; and

WHEREAS, the Issuer hereby finds and determines that the financing of the Project will further the purposes and policies of the Act; and

WHEREAS, the execution and delivery of this Indenture, the Loan Agreement and the endorsement without recourse of the Notes to the order of the Trustee were authorized by the Bond Ordinance, which was duly adopted and approved on January 15, 2025; and

WHEREAS, the Series 2025 Bonds to be issued, the Trustee's Authentication Certificate to be endorsed on such Bonds, and the Assignment for transfer of such Series 2025 Bonds are to

be in substantially the forms attached hereto as Exhibit A, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, with bracketed language to be inserted or replaced for the Series 2025 Bonds; and

WHEREAS, all things necessary to make the Series 2025 Bonds, when executed by the Issuer and when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding, and legal obligations of the Issuer according to the import thereof, to constitute this Indenture a valid lien on the interests in property hereby conveyed, a valid grant of a security interest in the interests in property hereby made, and a valid assignment and pledge of the revenues and receipts hereby made to secure the payment of the principal of, premium, if any, and interest on the Series 2025 Bonds, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms have been done and performed, and the creation, execution, and delivery of this Indenture and the creation, execution, and issuance of the Series 2025 Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS INDENTURE OF TRUST WITNESSETH THAT:

The Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Series 2025 Bonds by the owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Series 2025 Bonds according to their tenor and effect, the payment of all other sums payable hereunder and the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Series 2025 Bonds, does hereby, subject to the terms and provisions of the Loan Agreement, grant, bargain, sell, convey, pledge, and assign, without recourse and irrevocably in trust, unto U.S. Bank Trust Company, National Association, as the Trustee, and unto its successors in trust, and to its assigns forever, and does hereby grant a continuing security interest in (to the extent permitted by law), for the securing of the performance of the obligations of the Issuer and the Borrower hereinafter set forth, the property, real or personal, tangible or intangible, which property is more particularly described below:

GRANTING CLAUSE FIRST

All the right, title, and interest of the Issuer in and to (a) the Loan Agreement (except for Unassigned Rights, as defined in the Loan Agreement), (b) the Notes, which the Issuer does hereby agree to endorse without recourse or warranty to the order of the Trustee, (c) the Assignment of Construction Contracts, and (d) all amounts encumbered thereby, including, but without limiting the generality of the foregoing, the Gross Revenues (as defined in the Loan Agreement) and the present and continuing right to make claim for, collect, receive, and make receipt for payments and other sums of money payable, receivable, or to be held thereunder, to bring any actions and proceedings thereunder or for the enforcement thereof, and to do any and all other things which the Issuer is or may become entitled to do under the foregoing, provided that the assignment made by this clause shall not impair or diminish any obligation of the Issuer

under the provisions of the foregoing or impair or diminish the right of the Issuer to enforce compliance with the obligations of the Borrower under the foregoing.

GRANTING CLAUSE SECOND

All the right, title, and interest of the Issuer in and to all cash proceeds and receipts arising out of or in connection with the sale of the Series 2025 Bonds and all money held by the Trustee in the funds created under this Indenture (except the Rebate Fund), including the Revenue Fund, the Bond Fund, the Project Fund, the Debt Service Reserve Fund, the Operating Expense Reserve Fund, the Administrative Expense Fund, the Insurance Fund, the Condemnation Fund, the Surplus Fund and the Repair and Replacement Reserve Fund created hereunder, or held by the Trustee as special trust funds derived from insurance proceeds, condemnation awards, payments on contractors' performance or payment bonds or other surety bonds, or any other source, together with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of the real property portion of the Project, to the extent of all amounts which may be secured by this Indenture at the date of receipt of any such award or payment by the Trustee and of the reasonable attorneys' fees, costs, and disbursements incurred by the Trustee in connection with the collection of such award or payment, together with all of the right, title, and interest of the Issuer in and to all unearned premiums accrued, accruing, or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of this Indenture and all proceeds or sums payable for the loss of or damage to (i) any property encumbered hereby or (ii) rents, revenues, income, profits, or proceeds from leases, franchises, concessions, or licenses of or on any part of the Project.

GRANTING CLAUSE THIRD

All the right, title, and interest of the Issuer in and to all money and securities and interest earnings thereon from time to time delivered to and held by the Trustee under the terms of this Indenture and all other rights of every name and nature and any and all other property from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned, or transferred as and for additional security hereunder by the Issuer or by anyone on its behalf or with its written consent to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

GRANTING CLAUSE FOURTH

All the right, title, and interest of the Issuer in and to all proceeds (cash and noncash) of any or all of the foregoing, including, without limiting the generality of the foregoing, all inventory, accounts, chattel paper, documents, equipment, instruments, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any or all of the foregoing.

IN EACH CASE, whether now owned or hereafter acquired by the Issuer and howsoever its interest therein may arise or appear (whether by ownership, security interest, claim, or otherwise) and whether due or to become due and whether or not earned by performance;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby pledged, conveyed, and assigned, or agreed or intended so to be, to the Trustee and its successors in said trusts and to them and their assigns forever;

SUBJECT, HOWEVER, to (1) the restrictions, exceptions, reservations, limitations, and other matters, if any, set forth immediately following the specific description of the real property in Exhibit A attached to the Mortgage and (2) "Permitted Encumbrances" as defined in Section 1.01 of the Loan Agreement and incorporated herein by Section 101 of this Indenture;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2025 Bonds from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Series 2025 Bonds over any of the other Bonds, provided that the Series 2025A/B Bonds shall be secured on a senior basis to the Subordinate Series 2025C Bonds as set forth herein;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay or cause to be paid to the owners of the Series 2025 Bonds the principal, interest, and premium, if any, due or to become due thereon at the times and in the manner stipulated therein and herein, according to the true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required hereby, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon and if the Issuer shall well and truly keep, perform, and observe all and singular the covenants, conditions, and premises in the Series 2025 Bonds and in this Indenture expressed as to be kept, performed, and observed by it or on its part, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then these presents and the estate and rights hereby granted shall, at the option of the Issuer, cease, terminate, and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the Issuer such instruments in writing as shall be requisite to satisfy the lien hereof and reconvey to the Issuer the estate hereby conveyed and assign and deliver to the Issuer any property at the time subject to the lien of this Indenture which may then be in its possession, except cash held by the Trustee for the payment of interest on and retirement of the Series 2025 Bonds; otherwise this Indenture to be and remain in full force and effect until such time as the principal of the Series 2025 Bonds and the interest and premium, if any, thereon have been paid or provided for as hereinafter set out.

THIS TRUST INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2025 Bonds issued and secured hereunder are to be issued, authenticated, and delivered and all said revenues, receipts, and property hereby conveyed, pledged, mortgaged, and assigned and which are the subject of a grant of a security interest are to be dealt with and disposed of under, upon, and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Series 2025 Bonds, or any part thereof, as follows:

[End of Preamble]

ARTICLE I
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 101 Definitions. Certain words and terms used in this Indenture shall have the meaning given them in Section 1.01 of the Loan Agreement which by this reference is incorporated herein. In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings set forth below. When used herein, such words and terms shall have the meanings given to them by the language employed in Section 1.01 of the Loan Agreement and in this Article I defining such words and terms, unless the context or use clearly indicates otherwise.

"Defaulted Interest" means any interest on any Bond which is due and payable, but which is not punctually paid or duly provided for on any Interest Payment Date.

"Event of Default" means the events specified in Section 901.

"Issue" means all obligations (i) issued at substantially the same time and (ii) sold pursuant to a common plan of financing, as determined in Section 1.150-1(c) of the Regulations, unless otherwise provided in an opinion of nationally recognized bond counsel furnished to the Arbitrage Calculator.

"Rebate Obligations" means (i) any Arbitrage Property in which the "sale proceeds" (as defined in Section 1.148-1(b) of the Regulations) of an Issue are invested, (ii) any Arbitrage Property in which the "investment proceeds" (as defined in Section 1.148-1(b) of the Regulations) of an Issue are invested, (iii) any Arbitrage Property in which "transferred proceeds" (as defined in Section 1.148-9 of the Regulations) of an Issue are invested, (iv) any Arbitrage Property in which amounts treated as proceeds of an Issue under Section 1.148-1(c) of the Regulations (relating to invested sinking funds) are invested, (v) any Arbitrage Property invested in a reasonably required reserve or replacement fund (as defined in Section 1.148-2(f) of the Regulations), (vi) any Arbitrage Property pledged as security for payment of debt service on an Issue by the Borrower (or a related Person), the Issuer, or a governmental unit or units of which the Issuer is a part, (vii) any Arbitrage Property invested in amounts received with respect to "acquired purpose obligations" (e.g., payments on the Loan Agreement), (viii) any Arbitrage Property invested in other amounts used to pay debt service on an Issue, and (ix) any Arbitrage Property invested in other amounts received as a result of investing the amounts described in (i) through (viii) above with respect to an Issue. The determination of whether an amount is included within this definition shall be made without regard to whether the amount is credited to any fund or account established under this Indenture, or (except in the case of an amount described in (vi) or (viii) above) whether the amount is subject to the pledge of this Indenture. For purposes of (vi) above, an amount is pledged to pay principal or interest with respect to an Issue if there is reasonable assurance that the amount will be available for such purposes in the event that the Borrower encounters financial difficulties. If a decision is made to apply any insurance or condemnation proceeds to the redemption of an Issue instead of using such proceeds for repair or replacement, any Arbitrage Property in which such proceeds are or were invested become Rebate Obligations on the date of such a decision.

"Regular Record Date" means the 15th day of the month (whether or not a business day) next preceding each Interest Payment Date.

"Special Record Date" means the date fixed by the Trustee for the payment of any Defaulted Interest pursuant to Section 208.

Section 102 Construction of Certain Terms. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(2) "This Indenture" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof.

(3) All references in this instrument to designated "Articles", "Sections", and other subdivisions are to the designated Articles, Sections, and other subdivisions of this instrument. The words "herein", "hereof", "hereto", "hereby", and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section, or other subdivision.

(4) The terms defined in this Article shall have the meanings assigned to them in this Article and include the plural as well as the singular.

(5) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles promulgated by the American Institute of Certified Public Accountants, on and as of the date of this instrument.

Section 103 Table of Contents; Titles and Headings. The table of contents, the titles of the Articles, and the headings of the Sections of this Indenture are solely for convenience of reference, are not a part of this Indenture, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 104 Contents of Certificates or Opinions. Every certificate or opinion with respect to the compliance with a condition or covenant provided for in this Indenture and which is precedent to the taking of any action by the Trustee under this Indenture shall include (i) a statement that the Person or Persons making or giving such certificate or opinion have read such covenant or condition herein and the definitions herein relating thereto, (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based, (iii) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with, and (iv) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate or opinion made or given by an officer of the Issuer or the Borrower may be based, insofar as it relates to legal or accounting matters, upon a certificate or an opinion of counsel or an Accountant, which certificate or opinion has been given only after due inquiry of the relevant facts and circumstances, unless such officer knows that the certificate or opinion with respect to the matters upon which his certificate or opinion may be based as aforesaid is erroneous or in the exercise of reasonable care should have known that the same was erroneous. Any such certificate or opinion made or given by counsel or an Accountant may be based (insofar as it relates to factual matters with respect to information which is in the possession of an officer of the Issuer or the Borrower or any third party) upon the certificate or opinion of or representations by an officer of the Issuer or the Borrower or any third party on whom counsel or an Accountant could reasonably rely, unless such counsel or such Accountant knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous or in the exercise of reasonable care should have known that the same were erroneous. The same officer of the Issuer or the Borrower or the same counsel or Accountant, as the case may be, need not certify or opine to all of the matters required to be certified or opined under any provision of this Indenture, but different officers, counsel, or Accountants may certify or opine to different matters, respectively.

The Trustee may conclusively rely on certificates and opinions given pursuant to this Indenture and may conclusively presume that such certificates and opinions were given in compliance with this Section 104.

Section 105 Preamble and Granting Clauses Incorporated. The preamble to this Indenture, the Granting Clauses, and other preliminary language are hereby incorporated in this Indenture.

[End of Article I]

ARTICLE II THE SERIES 2025 BONDS

Section 201 Restriction on Issuance of Series 2025 Bonds. No Series 2025 Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of the Series 2025A/B Bonds that may be issued hereunder is expressly limited to \$25,000,000 and the total principal amount of the Subordinate Series 2025C Bonds that may be issued hereunder is expressly limited to \$4,500,000. Additional Bonds may only be issued hereunder as set forth in Section 212 hereof.

Section 202 Execution; Limited Obligation; Temporary Bonds. The Series 2025 Bonds may be executed on behalf of the Issuer by its Mayor with his manual or facsimile signature and may be attested by the manual or facsimile signature of its City Clerk. All such facsimile signatures shall have the same force and effect as if said officers had manually signed each of the Series 2025 Bonds. In case any officer whose signature or a facsimile of whose signature shall appear on any Series 2025 Bonds shall cease to be such officer before the delivery of such Series 2025 Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, and the Series 2025 Bonds may be issued and delivered as if such officer had remained in office until delivery.

The Series 2025 Bonds, together with interest thereon, shall be special, limited and not general obligations of the Issuer giving rise to no pecuniary liability of the Issuer, shall be payable solely from the Security, and shall be a valid claim of the respective owners thereof only against the Security. The Security is hereby again specifically pledged and assigned for the equal and ratable payment of the Series 2025 Bonds (except that the Subordinate Series 2025C Bonds shall be subordinate in all respects to the Series 2025A/B Bonds as provided herein) and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Series 2025 Bonds, except as may be otherwise expressly authorized in this Indenture. The Series 2025 Bonds shall be special, limited obligations of the Issuer as provided therein payable solely from the Security. The Series 2025 Bonds, the premium, if any, and the interest thereon shall never constitute the debt or indebtedness of the Issuer, the State or any political subdivision thereof within the meaning of any provision or limitation of the State Constitution or statutes, shall not constitute nor give rise to a pecuniary liability of the Issuer, the State or any political subdivision thereof or a charge against their general credit or taxing power and shall not constitute a "multiple fiscal year direct or indirect debt or other financial obligation" of the Issuer under Article X, Section 20 of the State Constitution. None of the Issuer, the State or any political subdivision thereof shall be obligated to pay the principal of, premium, if any, or interest on the Series 2025 Bonds or other costs incident thereto. The Series 2025 Bonds do not constitute a debt, loan, credit or pledge of the faith and credit or taxing power of the Issuer, the State or any political subdivision thereof. Neither the members of the City Council of the Issuer nor any Person executing the Series 2025 Bonds shall be liable personally on the Series 2025 Bonds by reason of the issuance thereof.

Until Series 2025 Bonds in definitive form are ready for delivery, or by agreement with the purchasers of all Series 2025 Bonds, the Issuer may execute, and upon its request in writing, the Trustee shall authenticate and deliver in lieu of definitive Series 2025 Bonds, subject to the same provisions, limitations, and conditions, one or more printed, lithographed, or typewritten

Bonds in temporary form, substantially of the tenor of the Series 2025 Bonds in this Article II described, with appropriate omissions, variations, and insertions as may be required. Series 2025 Bonds in temporary form shall be for such principal amounts as the Issuer shall determine.

Until exchanged for Series 2025 Bonds in definitive form, such Series 2025 Bonds in temporary form shall be entitled to the same security, lien, and benefit of this Indenture and shall have the same rights, remedies, and security hereunder as definitive Series 2025 Bonds to be issued and authenticated hereunder. The Issuer shall, without unreasonable delay, prepare, execute, and deliver definitive Series 2025 Bonds to the Trustee, and thereupon, upon the presentation and surrender of the Series 2025 Bond or Bonds in temporary form to the Trustee at its designated corporate trust office, the Trustee shall cancel the same and authenticate and deliver, in exchange therefor, a Series 2025 Bond or Bonds of the same maturity, interest rate, and series, in definitive form in the authorized denominations, and for the same aggregate principal amount as the Series 2025 Bond or Bonds in temporary form surrendered. Such exchange shall be made without making any charge therefor to any Bondholder.

Section 203 Approval and Authentication. The City Manager or Mayor of the Issuer is hereby authorized to have control of the Series 2025 Bonds and all necessary records and proceedings pertaining to the Series 2025 Bonds pending their investigation, examination, and approval; and their delivery to the Underwriter. Only such Series 2025 Bonds as shall have endorsed thereon a certificate of authentication substantially in the forms set forth hereto as Exhibit A and duly executed by the Trustee shall be entitled to any right, security, or benefit under this Indenture. All Series 2025 Bonds need not be authenticated by the same authorized officer of the Trustee. No Series 2025 Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate upon any such Series 2025 Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture and that the owner thereof is entitled to the benefits of the trust hereby created. The Trustee's certificate of authentication on any Series 2025 Bond shall be deemed to have been duly executed by it if (a) signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same officer or signatory sign the certificate of authentication on all of the Series 2025 Bonds issued hereunder, and (b) the date of registration and authentication of the Series 2025 Bond is inserted in the place provided therefor on the certificate of authentication.

Section 204 Form; Denomination; Medium of Payment. The Series 2025 Bonds shall be issuable only as fully registered Bonds without coupons in the denominations of \$100,000 or any multiple of \$5,000 in excess of \$100,000; provided however if the Series 2025 Bonds or any series thereof receive an Investment Grade rating by one Rating Agency, the Series 2025 Bonds of such series may be registered in denominations of \$5,000. The Series 2025 Bonds shall be substantially in the forms attached hereto as Exhibit A with such variations, insertions, or omissions as are appropriate and not inconsistent therewith and shall conform generally to the rules and regulations of any governmental authority or usage or requirement of law with respect thereto. Principal of and interest and premium, if any, on the Series 2025 Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 205 Mutilated, Lost, Stolen, or Destroyed Bonds. In the event any Series 2025 Bond is mutilated, lost, stolen, or destroyed, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond of like date, number, series, interest rate, maturity, and denomination as that mutilated, lost, stolen, or destroyed; provided, that, in the case of any mutilated Bond, such mutilated Series 2025 Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen, or destroyed Series 2025 Bond, there shall be first furnished to the Trustee evidence of such loss, theft, or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee and the Issuer. In the event any such Series 2025 Bond shall have matured, or shall be about to mature or have been called for redemption, instead of issuing a duplicate Series 2025 Bond the Issuer may pay the same without surrender thereof, provided that the conditions of this Section 205 shall have been satisfied. The Issuer and the Trustee may charge the owner of such Series 2025 Bond with their reasonable fees and expenses in connection with actions taken under this Section and may require the owner of such Bond to pay any tax, fee, or other governmental charge that may be imposed in relation thereto as conditions precedent to the issuance of any replacement Series 2025 Bond(s). The Issuer shall cooperate with the Trustee in connection with the issue of replacement Series 2025 Bonds, but nothing in this Section shall be construed in derogation of any rights which the Issuer or the Trustee may have to receive indemnification against liability, or payment or reimbursement of expenses, in connection with the issue of a replacement Series 2025 Bond.

Every substituted Series 2025 Bond issued pursuant to this Section shall constitute an original additional contractual obligation of the Issuer, whether or not the Series 2025 Bond alleged to have been mutilated, destroyed, lost, or stolen shall be at any time enforceable by anyone, and shall be entitled to all the rights and benefits of this Indenture equally and proportionately with any and all other Series 2025 Bonds Outstanding of the same series duly issued hereunder.

All Series 2025 Bonds shall be held and owned upon the express condition that the foregoing provisions are, to the extent permitted by law, exclusive with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Series 2025 Bonds, and shall preclude any and all other rights or remedies.

Section 206 Cancellation and Destruction of Surrendered Series 2025 Bonds. When any Outstanding Series 2025 Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon payment of the principal amount or interest represented thereby, or for replacement pursuant to Section 205 or transfer or exchange pursuant to Section 207, such Series 2025 Bond shall be promptly cancelled by the Trustee. Cancelled Series 2025 Bonds shall be disposed of pursuant to the Securities Exchange Act of 1934 and the regulations promulgated thereunder.

Section 207 Negotiability; Registration, Transfer, and Exchange. The Series 2025 Bonds shall be and shall have all the qualities and incidents of negotiable instruments under the laws of the State, and the Bondholders, in accepting any of the Series 2025 Bonds, shall be conclusively deemed to have agreed that the Series 2025 Bonds shall be and have all of said qualities and incidents of negotiable instruments.

The Issuer shall cause books for the registration of the Series 2025 Bonds and for the registration of transfer of the Series 2025 Bonds as provided in this Indenture to be kept by the Trustee which is hereby appointed the Issuer's bond registrar and agent for the transfer and exchange of the Series 2025 Bonds and as such shall maintain the books of the Issuer for the registration of ownership of each Bond as provided in this Indenture. The Trustee, for and on behalf of the Issuer, shall keep the Bond registration record, in which shall be recorded any and all transfers of ownership of Bonds. No Series 2025 Bonds shall be registered to bearer. Any Bond may be transferred upon the registration books upon surrender thereof by the registered Bondholder in person or by his attorney-in-fact or legal representative duly authorized in writing together with a written instrument of transfer in form and with guarantee of signature satisfactory to the Trustee duly executed by the registered Bondholder or his attorney-in-fact or legal representative duly authorized in writing and upon payment by such registered Bondholder of a sum sufficient to cover any governmental tax, fee, or charge required to be paid as provided in this Indenture. Upon any such registration of transfer, the Issuer shall cause to be executed and the Trustee shall authenticate and deliver in the name of the transferee a new fully registered Series 2025 Bond or Bonds of authorized denominations and of the same series, maturity or maturities, and interest rate(s) and in the same aggregate principal amount(s), and the Trustee shall enter the transfer of ownership in the registration books. No transfer of any Bond shall be effective until entered on the registration books.

Any Series 2025 Bonds, upon surrender thereof at the designated corporate trust office of the Trustee with a written instrument of transfer in form and with guarantee of signature satisfactory to the Trustee, duly executed by the registered owner or his attorney-in-fact or legal representative duly authorized in writing, may be exchanged, at the option of the registered owner thereof, and upon payment by such registered owner of a sum sufficient to cover any governmental tax, fee, or charge required to be paid as provided in this Indenture, when not prohibited by law, for an equal aggregate principal amount of Series 2025 Bonds of the same interest rate, and maturity or maturities and of any authorized denominations and registered in the name of the same registered owner. The Issuer shall cause to be executed and the Trustee to which Series 2025 Bonds are presented for exchange shall authenticate and deliver Series 2025 Bonds which the Bondholder making the exchange is entitled to receive, bearing numbers not then outstanding, and the Trustee, as bond registrar, shall enter the exchange in the registration books.

Except as provided herein with respect to exchanges for certain temporary Series 2025 Bonds, the cost of printing, lithographing, and engraving of all Series 2025 Bonds shall be deemed to be an Ordinary Expense of the Trustee, and there shall be no charge to any Bondholder for the registration, exchange, or transfer of Series 2025 Bonds from one Bondholder to another, although in each case the Trustee may require the payment by the Bondholder requesting exchange or transfer of any tax, fee, or other governmental charge required to be paid with respect thereto and may require that such amount be paid before any such new Series 2025 Bond shall be delivered.

The Issuer and the Trustee may deem and treat the registered Bondholder of any Series 2025 Bond as the absolute owner of such Series 2025 Bond for the purpose of receiving any payment on such Bond and for all other purposes of this Indenture and the Loan Agreement, whether such Bond shall be overdue or not, and neither the Issuer nor the Trustee shall be

affected by any notice to the contrary. Payment of, or on account of, the principal of and interest and premium, if any, on any Series 2025 Bond shall be made to or upon the written order of such registered Bondholder or his attorney-in-fact or legal representative duly authorized in writing. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2025 Bond to the extent of the sum or sums so paid.

The execution and attestation by the Mayor and City Clerk of the Issuer of any Series 2025 Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond. New Bonds delivered upon any transfer or exchange shall be valid, limited obligations of the Issuer, evidencing the same obligation as the Series 2025 Bonds surrendered, shall be secured by this Indenture, and shall be entitled to all of the security and benefits hereof to the same extent as the Series 2025 Bonds surrendered. The Trustee shall not be required to transfer or exchange any Series 2025 Bond (a) after the notice calling such Bond for redemption has been given as herein provided or (b) during a period beginning at the opening of business on the fifteenth (15th) day (whether or not a business day) next preceding either any Interest Payment Date or any date of selection of Bonds to be redeemed and ending at the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given.

Notwithstanding any other provision of the Indenture to the contrary, no Series 2025 Bonds may be transferred, sold, assigned or pledged by an Owner or Beneficial Owner thereof unless such transfer, sale, assignment or pledge is to a "qualified institutional buyer" within the meaning of Rule 144A promulgated and adopted by the SEC pursuant to the Securities Act of 1933 or to an Accredited Investor; provided, however, that only the initial sale of the Series 2025 Bonds shall be required to be accompanied by an Investor Letter in the applicable form attached hereto as Exhibit B from each initial Owner or Beneficial Owner; provided, further, that if at any time after the Closing Date the Series 2025 Bonds or any series thereof receive an Investment Grade rating by one Rating Agency, the restrictions on transfer set forth in this clause shall no longer be applicable to such series of the Series 2025 Bonds and such Series 2025 Bonds may be transferred to any purchaser regardless of accreditation. Neither the Trustee, the Issuer nor the City shall be responsible for confirmation that a prospective Owner or Beneficial Owner of the Series 2025 Bonds is an eligible purchaser, transferee, assignee, or pledgee of such Series 2025 Bonds for purposes of this clause.

Section 208 Number and Payment Provisions. The Series 2025 Bonds shall be numbered consecutively from ____ upward, or in such other manner as the Issuer, with the concurrence of the Trustee, shall determine. Each Series 2025 Bond shall bear interest from the later of the date of initial delivery or the most recent Interest Payment Date to which interest has been paid or provided for. The Trustee shall insert the date of registration and authentication of each Series 2025 Bond in the place provided for such purpose in the form of certificate of authentication of the Trustee to be printed on each Series 2025 Bond.

Principal of and premium, if any, on the Series 2025 Bonds shall be payable by check to the owner of each Bond upon presentation and surrender of such Bond when due, at the designated corporate trust office of the Trustee in Denver, Colorado, or its successor in trust. Payment of interest on the Series 2025 Bonds shall be made to the Persons in whose names the Series 2025 Bonds are registered at the close of business on the Regular Record Date for such

payment and shall be paid by check dated as of such Interest Payment Date and mailed to such Persons at their addresses as they appear on the registration books of the Trustee or at such other addresses as are furnished to the Trustee in writing by such registered owners at least prior to the Regular Record Date or, upon written request of any registered Bondholder of at least \$1,000,000 in principal amount of Outstanding Bonds, by wire transfer in immediately available funds to such Persons at such bank account numbers or addresses as are furnished to the Trustee in writing by such registered owners at least prior to the Regular Record Date, at the option, risk and expense of any owner upon terms satisfactory to the Trustee of any Bonds Outstanding, irrespective of any transfer or exchange of Bonds subsequent to such Regular Record Date and prior to such Interest Payment Date, unless the Issuer shall default in the payment of interest due on such Interest Payment Date.

Defaulted Interest shall cease to be payable to the registered owner on the relevant Regular Record Date solely by virtue of such registered owner having been such registered owner, and such Defaulted Interest will be paid by the Trustee, as follows:

The Trustee will make payment of any Defaulted Interest on the Series 2025 Bonds to the Persons in whose names such Bonds are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. When the Trustee holds an amount of money equal to the proposed payment of Defaulted Interest, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than ten days prior to the date of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, such expense to be paid solely from amounts held under this Indenture in any fund in the Trustee's discretion, shall cause notice of the date and amount of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, not less than 15 days preceding such Special Record Date, to each registered owner at his address as it appears in the registration books maintained by the Trustee at the close of business on a day no later than the fifth day preceding the date of mailing. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Persons in whose names the Series 2025 Bonds are registered on such Special Record Date.

Section 209 Issuance of the Series 2025 Bonds. (a) Series 2025A Bonds. The Series 2025A Bonds in the aggregate principal amount of \$_____ shall be designated "City of Rifle, Colorado Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Series 2025A" and shall be dated the date of delivery. The Series 2025A Bonds shall bear interest from their dated date, computed on the basis of a 360-day year consisting of twelve 30-day months, payable on July 1, 2025 and semiannually thereafter on July 1 and January 1 of each year.

The Series 2025A Bonds shall be issued in the principal amounts, shall bear interest at the rates and shall mature on the dates, unless earlier called for redemption, as shown below:

Maturity Date	Principal Amount	Interest Rate
	\$	%

(b) Series 2025B Bonds. The Series 2025B Bonds in the aggregate principal amount of \$_____ shall be designated "City of Rifle, Colorado Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Taxable Series 2025B" and shall be dated the date of delivery. The Series 2025B Bonds shall bear interest from their dated date, computed on the basis of a 360-day year consisting of twelve 30-day months, payable on July 1, 2025 and semiannually thereafter on July 1 and January 1 of each year.

The Series 2025B Bonds shall be issued in the principal amounts, shall bear interest at the rates and shall mature on the dates, unless earlier called for redemption, as shown below:

Maturity Date	Principal Amount	Interest Rate
	\$	%

(c) Subordinate Series 2025C Bonds. The Subordinate Series 2025C Bonds in the aggregate principal amount of \$_____ shall be designated "City of Rifle, Colorado Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Taxable Series 2025C" and shall be dated the date of delivery.

The Subordinate Series 2025C Bonds shall bear interest at a per annum rate of _____%, calculated on the basis of 360-day year consisting of twelve 30-day months, payable to the extent of Gross Revenues available therefor as provided herein on July 1, 2025 and semiannually thereafter on July 1 and January 1 of each year. The Subordinate Series 2025C Bonds shall be issued as a single term bond, dated as of the date of issuance and shall mature on July 1, 2024, unless earlier called for redemption.

Section 210 Delivery of Series 2025 Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall register and authenticate the Series 2025A Bonds in the aggregate principal amount of \$_____, the Series 2025B Bonds in the aggregate principal amount of \$_____ and the Subordinate Series 2025C Bonds in the aggregate principal amount of \$_____, and deliver them to the Persons designated by the Underwriter.

Prior to the registration and authentication by the Trustee of any of the Series 2025 Bonds, there shall be filed with the Trustee:

- (a) closing certificate of the Issuer incorporating a copy of the documents evidencing creation of the Issuer, the Issuer's Charter, and the Bond Ordinance;
- (b) closing certificate of the Borrower incorporating a copy of the Borrower's Articles of Incorporation and Bylaws, and a copy of the resolution of the board of directors of the Borrower authorizing and approving the execution and delivery of the Loan Agreement, the Notes, the Mortgage, the Deposit Account Control Agreement and all other documents to be delivered by the Borrower in connection with the transactions contemplated by said instruments;
- (c) the Tax Compliance Agreement;
- (d) original executed counterparts of this Indenture, the Loan Agreement, the Notes, the Mortgage, the Assignment of Construction Contracts and the Deposit Account Control Agreement;
- (e) the mortgagee's title insurance commitment (or appropriate binder) required by Section 3.05 of the Loan Agreement;
- (f) a request and authorization to the Trustee on behalf of the Issuer, signed by the Mayor of the Issuer, to authenticate and deliver (i) the Series 2025A Bonds to be issued in the first instance in the aggregate principal amount of \$_____ to the purchasers therein identified upon payment to the Trustee, but for the account of the Issuer, of the sum therein specified; (ii) the Series 2025B Bonds to be issued in the first instance in the aggregate principal amount of \$_____ to the purchasers therein identified upon payment to the Trustee, but for the account of the Issuer, of the sum therein specified, and (iii) the Subordinate Series 2025C Bonds to be issued in the first instance in the aggregate principal amount of \$_____ to the purchasers therein identified upon payment to the Trustee, but for the account of the Issuer, of the sum therein specified;
- (g) a certification by the officer or official of the Issuer charged with the responsibility for issuing the Series 2025A Bonds of the reasonable expectations of the Issuer on the date of the issuance of the Series 2025A Bonds regarding the amount and use of the proceeds of the Series 2025A Bonds and setting forth the facts and estimates on which the Issuer's expectations are based;
- (h) opinions dated as of the date of the closing of (a) counsel for the Issuer, (b) Bond Counsel, and (c) counsel for the Borrower, in form and substance satisfactory to the Underwriter, which satisfaction shall be evidenced by the Underwriter's delivery of the purchase price of the Series 2025 Bonds;
- (i) evidence to the effect that all insurance policies required by Section 6.04 of the Loan Agreement to be in effect on the date of delivery of the Series 2025 Bonds

are in effect and that such policies of insurance meet the requirements of Sections 6.04 and 6.06 of the Loan Agreement; and

- (j) such other documents, certificates, and instruments in connection with the transactions contemplated by this Indenture, in form and substance satisfactory to the Underwriter, as the Underwriter may reasonably request; provided that the Underwriter shall provide the Trustee with a written listing of such other documents, certificates and instruments.

Upon receipt of the foregoing and of the purchase price for the Series 2025 Bonds, the Trustee shall register, authenticate, and deliver the Series 2025 Bonds to or upon the order of the Underwriter.

Section 211 Book-Entry Option. With respect to the Series 2025 Bonds registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, or any successor entity thereto ("DTC"), the Issuer and the Trustee shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Series 2025 Bonds from time to time as securities depository (a "Depository Participant") or to any Person on behalf of whom such a Depository Participant holds an interest in the Series 2025 Bonds (an "Indirect Participant"). Without limiting the immediately preceding sentence, the Issuer and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Series 2025 Bonds or (ii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a owner of a Bond, of any amount with respect to principal of or interest on the Series 2025 Bonds. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the owner, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Series 2025 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the letter of representation to DTC with respect to the Series 2025 Bonds.

Section 212 Additional Bonds. (a) General. In addition to the principal amount of Series 2025 Bonds, whose authentication and delivery is provided for herein, so long as (i) no Event of Default under the Bond Documents has occurred and is continuing, and (ii) to the extent permitted by law at the time thereof, Additional Bonds may for the purposes set forth in Section 4.03 of the Loan Agreement at any time and from time to time be executed by the appropriate officials of the Issuer and delivered to Trustee for authentication, and thereupon the same shall be authenticated and delivered by Trustee upon the basis permitted by, and upon compliance with the conditions hereof, and upon receipt by Trustee of the following:

1. An ordinance of Issuer authorizing the issuance of the designated series of Additional Bonds and the sale thereof to the original purchaser named therein for the purchase price set forth therein;

2. A direction from Issuer for the authentication and delivery of such Additional Bonds to or upon the order of the original purchaser named therein upon payment of the purchase price set forth therein;

3. A certificate of Borrower requesting the issuance of such Additional Bonds, stating that no Event of Default has occurred under the Bond Documents which has not been cured, that the Additional Bonds of the series to be authenticated have not theretofore been issued and that all conditions precedent provided for in this Indenture relating to the authentication and delivery of such Additional Bonds have been complied with;

4. An opinion of Bond Counsel stating that (i) all conditions precedent provided for in this Indenture and the Loan Agreement relating to the authentication and delivery of such Additional Bonds have been complied with; (ii) the series of Additional Bonds whose authentication and delivery are applied for, when issued and executed by Issuer and authenticated and delivered by Trustee, will be the valid and binding obligations of Issuer in accordance with their terms and entitled to the benefits of and secured by the lien of this Indenture, the Loan Agreement, the Notes, the Mortgage, the Assignment of Construction Contracts and the Deposit Account Control Agreement equally and ratably with or subordinate to any series of the Outstanding Series 2025 Bonds, only to the extent provided herein and in the Loan Agreement; and (iii) the issuance of such Additional Bonds will not affect the exclusion from gross income for federal income tax purposes of interest on the Series 2025A Bonds;

5. An executed counterpart of the supplemental indenture authorizing such Additional Bonds;

6. The executed Additional Note, an executed counterpart of an amendment to the Loan Agreement, if necessary, providing for additional payments sufficient to provide for the payment of principal of, premium, if any, and interest on all Series 2025 Bonds to be Outstanding after the issuance of such series of Additional Bonds;

7. An executed counterpart of an amendment to the Mortgage, if necessary, subjecting any additional property financed with such series of Additional Bonds to the lien of the Mortgage; and

8. A copy of the ordinance of Issuer authorizing the execution and delivery of the supplemental indenture, the amendment to the Loan Agreement, if any, and such series of Additional Bonds.

Any Additional Bonds shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate, if any, permitted by law, shall have stated maturities and may be subject to redemption prior to their stated maturities at such times and prices and on such terms and conditions, all as may be provided by the supplemental indenture authorizing their issuance and in accordance with Article II hereof. All Additional Bonds shall be payable and secured equally and ratably and on a parity with or subordinate to any series of the Outstanding Series 2025

Bonds and any Additional Bonds theretofore issued are, only to the extent provided herein and in the Loan Agreement, entitled to the same benefits and security of this Indenture, the Loan Agreement, the Mortgage and the Deposit Account Control Agreement as supplemented or amended.

(b) Additional Bonds for Refunding Purposes. Additional Bonds may be issued at any time or from time to time, subject to Section 212(a) and the conditions hereinafter stated in this Section for the purpose of providing funds, with any other funds available and committed therefor, for paying at, or redeeming prior to, their stated maturities any or all of the Outstanding Bonds, including the payment of any premium thereon and interest which will accrue on such Bonds to a redemption date or the stated maturities thereof, and any expenses in connection with such refunding. Such Additional Bonds shall be designated substantially as the Series 2025 Bonds to be refunded, with the addition of the term "Refunding."

Prior to authentication and delivery of any Additional Bonds for refunding purposes under this Section there shall be filed with Trustee such documents as shall be required by Trustee to show that provision has been duly made in accordance with the provisions of this Indenture or any instrument securing the payment or redemption of all of the Outstanding Bonds refunded.

Prior to the issuance of such Refunding Bonds, Issuer shall cause notice of its intention to issue the Refunding Bonds and setting forth the estimated date of delivery of the Refunding Bonds, to be given to the holders of the Series 2025 Bonds being refunded in the manner required by the Act and other applicable law. If any of the Series 2025 Bonds to be refunded are to be called for redemption, Issuer shall cause notice of redemption, including a description of any conditions to such redemption, to be given in the manner required by Article III hereof.

Simultaneously with the delivery of such Additional Bonds under this Section, Trustee shall apply, after payment of the expenses incident to such financing, the proceeds of the Additional Bonds (including accrued interest) and any other moneys provided to Trustee for such purpose, as follows:

1. the accrued interest received as part of the proceeds of such Additional Bonds shall be deposited to the credit of the Bond Fund; and

2. an amount which, with any other funds that shall be simultaneously deposited with Trustee, or Government Obligations or a combination thereof, will be sufficient for the purpose specified in this Section shall be deposited in a special escrow account as provided in Article VIII hereof.

[End of Article II]

ARTICLE III
REDEMPTION OF SERIES 2025 BONDS BEFORE MATURITY

Section 301 Privilege of Redemption and Redemption Price. The Series 2025 Bonds shall be subject to redemption prior to maturity to the extent and in the manner provided in this Indenture.

Section 302 Issuer's Election to Redeem; Redemption From Unspent Proceeds.
(a) The Series 2025A Bonds maturing on or prior to July 1, _____ are not subject to optional redemption prior to their respective maturity dates. The Series 2025A Bonds maturing on and after July 1, _____ may be called for redemption at the election of the Borrower, on July 1, _____, and on any date thereafter in whole or in part, in any order of maturity, at a redemption price equal to the principal amount of each Series 2025A Bond, or portion thereof, so redeemed, plus accrued interest thereon to the redemption date, without premium. At the written request of the Borrower given pursuant to Section 9.03 of the Loan Agreement, the Issuer shall give written notice to the Trustee of its election to redeem Series 2025A Bonds, of the redemption date, and of the principal amount of each maturity of the Series 2025A Bonds to be redeemed, which notice shall be given at least 60 days prior to the redemption date or such shorter period as shall be acceptable to the Trustee, in its sole discretion. Any such redemption shall be conditioned on adequate funds therefor being received by the Trustee by the redemption date. In the event notice of redemption shall have been given as provided in Section 306, the Issuer shall, and hereby covenants that it will, prior to the redemption date, pay to the Trustee an amount in cash which, in addition to other money, if any, available therefor held by the Trustee, will be sufficient to redeem at the redemption price thereof, plus interest accrued to the redemption date, all of the redeemable Bonds which the Issuer has so elected to redeem.

(b) The Series 2025B Bonds are not subject to redemption at the election of the Issuer prior to their maturity date.

(c) The Subordinate Series 2025 Bonds may be called for redemption at the election of the Borrower on any date, in whole or in part, at a redemption price equal to the principal amount of each Subordinate Series 2025C Bonds, or portion thereof, so redeemed, plus accrued interest thereon to the redemption date, without premium. At the written request of the Borrower given pursuant to Section 9.03 of the Loan Agreement, the Issuer shall give written notice to the Trustee of its election to redeem, of the redemption date, and of the principal amount of each maturity of the Subordinate Series 2025C Bonds to be redeemed, which notice shall be given at least 60 days prior to the redemption date or such shorter period as shall be acceptable to the Trustee, in its sole discretion. Any such redemption shall be conditioned on adequate funds therefor being received by the Trustee by the redemption date. In the event notice of redemption shall have been given as provided in Section 306, the Issuer shall, and hereby covenants that it will, prior to the redemption date, pay to the Trustee an amount in cash which, in addition to other money, if any, available therefor held by the Trustee, will be sufficient to redeem at the redemption price thereof, plus interest accrued to the redemption date, all of the redeemable Bonds which the Issuer has so elected to redeem.

(d) The Series 2025 Bonds shall be called for redemption in whole in the event the conditions for disbursement of amounts in the Project Fund set forth in Section 4.02(vii) of the

Loan Agreement have not been satisfied by a date which is [six (6) months following the Closing Date]. If called for redemption pursuant to this Section 302(d), the Series 2025 Bonds shall be redeemed on such date as the Trustee may determine to be in the best interests of the Bondholders and shall be redeemed for a redemption price equal to the principal amount thereof plus accrued interest to the redemption date.

Section 303 Special Extraordinary Redemption. The Series 2025 Bonds may be called for redemption, at the option of the Borrower, in the event of (i) damage to or destruction of the Project or any part thereof to the extent permitted in Section 11.02(a) of the Loan Agreement or (ii) condemnation of all or a portion of the Project to the extent permitted in Section 7.02(c) or Section 11.02(b) of the Loan Agreement. Notwithstanding the foregoing, the Series 2025 Bonds shall be called for redemption at the direction of the Issuer in the event of: (i) damage to or destruction of the Project or any part thereof to the extent required by Section 11.02(a) of the Loan Agreement or (ii) condemnation of all or a portion of the Project to the extent required by Section 11.02(b) of the Loan Agreement, unless the Borrower shall furnish to the Trustee the items required by Section 7.01(c) of the Loan Agreement or Section 7.02(d) of the Loan Agreement, whichever is applicable.

If the Series 2025 Bonds are called for redemption in the events described in the first sentence of the immediately preceding paragraph, the Series 2025 Bonds shall be subject to redemption at any time within 180 days of such event in whole or (in the case of partial redemption as a result of condemnation of a portion of the Project) in part, at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date. If the Series 2025 Bonds are called for redemption in the events described in the second sentence of the immediately preceding paragraph, the Series 2025 Bonds shall be redeemed by the Issuer at any time within 180 days of such event in whole and not in part at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

Notwithstanding any other provision of this Indenture, the Trustee shall apply money provided to it under this Section 303 for redemption of the Series 2025 Bonds prior to maturity as follows:

FIRST, to the payment of accrued interest on the Series 2025A/B Bonds to the date fixed for redemption; and

SECOND, to the payment of the principal of the Series 2025A/B Bonds called for redemption.

THIRD, to the payment of accrued interest on the Subordinate Series 2025C Bonds to the date fixed for redemption; and

FOURTH, to the payment of the principal of the Subordinate Series 2025C Bonds to the date fixed for redemption.

Section 304 Mandatory Sinking Fund Redemption of Series 2025A Bonds. (a) Beginning on _____, _____ and on the twenty-fifth (25th) day of each month thereafter, to and including _____, _____, amounts on deposit in the Revenue Fund shall be deposited to the General Account of the Bond Fund in an amount sufficient (and in substantially

equal monthly installments) to redeem in part the Series 2025A Bonds which mature on July 1, _____ and July 1, _____, respectively, in the amounts and at the times set forth below:

[Describe Payment Dates and Principal Amounts]

(b) The Issuer shall be entitled to receive a credit in respect of its mandatory redemption obligation under this Section 304 for Series 2025A Bonds delivered, purchased, or redeemed, as hereinafter provided, if the Issuer or the Borrower at its option, (i) delivers to the Trustee for cancellation Bonds, in an aggregate principal amount desired or (ii) directs the Trustee to grant a credit for any such Bonds which prior to said date have been purchased in the open market or redeemed (otherwise than through mandatory redemption) and cancelled by the Trustee and not theretofore applied as a credit against any mandatory redemption obligation. Each such Series 2025A Bond so delivered or previously purchased or redeemed shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the Issuer on such mandatory redemption payment date, and any excess shall be credited on future mandatory redemption obligations in chronological order, and the principal amount of such Bonds to be redeemed by operation of mandatory redemption and the Loan Payments related to the Series 2025A Bonds specified in Section 5.02 of the Loan Agreement for mandatory redemption shall be accordingly reduced.

(c) Subject to Section 304(b), the Trustee shall redeem, in the manner provided in this Section 304, an aggregate principal amount of such Series 2025A Bonds at 100% of the principal amount thereof in the amounts set forth in Section 304(a) plus accrued interest to the redemption date.

Section 305 Partial Redemption. If less than all of the Series 2025 Bonds are called for redemption on any of the circumstances set forth above, the particular Bonds or portions thereof to be redeemed shall be selected by lot in such manner as the Trustee shall determine. In selecting Series 2025 Bonds for redemption, the Trustee shall select Bonds to be redeemed in such a manner that all remaining Bondholders own only authorized denominations of the Series 2025 Bonds after such redemption. Upon surrender of any Bond for redemption in part, the Issuer shall execute and the Trustee shall authenticate and deliver to the owner thereof a new Bond or Bonds of the same interest rate, and maturity and of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Section 306 Notice of Redemption. If any of the Series 2025 Bonds are called for redemption, the Trustee shall give written notice by first class (postage prepaid) mail not less than 30 days prior to the date fixed for redemption, in the name of the Issuer, of the redemption of such Bonds to the registered owner of each Bond to be redeemed in whole or in part at the address shown on the registration books at the close of business on a day not later than the fifth day preceding the date of mailing, which notice shall set forth the following: (i) the maturities of the Series 2025 Bonds to be redeemed; (ii) the CUSIP number, if any, of the Series 2025 Bonds to be redeemed; (iii) the date of such notice; (iv) the issue date of the Series 2025 Bonds; (v) the interest rate and maturity date of the Series 2025 Bonds to be redeemed; (vi) the redemption date; (vii) the place or places where amounts due upon such redemption will be payable; (viii) if less than all of the Series 2025 Bonds of any maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Series 2025 Bonds so to be redeemed; (ix) in the

case of a Series 2025 Bond to be redeemed in part only, also the portion of the principal amount thereof to be redeemed; and (x) that on the redemption date there shall become due and payable upon each Series 2025 Bond to be redeemed the amount of the principal and premium, if any, thereon (or of the specified portion of the principal and premium, if any, thereon in the case of a Bond to be redeemed in part only), together with interest accrued to the redemption date, and that from and after the redemption date interest thereon shall cease to accrue and be payable. Any notice mailed as provided in this Section 306 shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds actually receives the notice.

Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Trustee of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Series 2025 Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

Failure to give such notice by mail to any Bondholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of other Series 2025 Bonds.

In addition, the Trustee also shall send a copy of such notice with respect to Series 2025 Bonds by United States mail for receipt not less than 30 days before such redemption date to national securities depositories or information services selected by the Trustee to receive such notice; provided, however, that such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of any proceedings for the redemption of the Series 2025 Bonds.

When notice of redemption has been given in the manner provided above, and money sufficient for the redemption is held by the Trustee for that purpose, the Series 2025 Bonds or portions thereof called for redemption shall become due and payable on the redemption date, and interest thereon shall cease to accrue. Thereafter, the owners of such Series 2025 Bonds shall no longer be entitled to any security or benefit under the Indenture except to receive payment of the redemption price thereof from such monies on deposit with the Trustee.

Section 307 Payment Upon Redemption. On or prior to each redemption date, the Trustee shall make provision for the payment of the Series 2025 Bonds to be redeemed on such redemption date by setting aside and holding in trust, (a) an amount from the Bond Fund sufficient to pay the principal of and interest on such Bonds, and (b) an amount from the Bond Fund sufficient to pay the premium, if any, on such Bonds. Upon presentation and surrender of any such Series 2025 Bond at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the principal of and premium, if any, on such Bond from the money set aside for such purpose. Interest on any Series 2025 Bond called for redemption maturing prior to or on the date fixed for redemption shall be payable only to the registered owner of such Bond.

Section 308 Effect of Redemption. Notice of redemption having been given as provided in Section 306, the Series 2025 Bonds or portions thereof designated for redemption shall become and be due and payable on the date fixed for redemption at the redemption price provided for herein, provided funds for their redemption are on deposit at the place of payment at

that time, and, unless the Issuer defaults in the payment of the principal thereof and premium, if any, thereon, such Series 2025 Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Series 2025 Bonds are presented and surrendered for payment on such date. If any Series 2025 Bond or portion thereof called for redemption is not so paid upon presentation and surrender thereof for redemption, such Series 2025 Bond or portion thereof shall continue to bear interest at the rate set forth therein until paid or until due provision is made for the payment of the same.

Section 309 Purchase of Series 2025A/B Bonds. At the direction of the Borrower in writing, the Trustee may apply money in the Bond Fund held for redemption or payment of Series 2025A/B Bonds, in excess of any amount set aside for payment of Series 2025A/B Bonds theretofore matured or called for redemption and past due interest in all cases where such Series 2025A/B Bonds have not been presented for payment, to the purchase on the open market of Outstanding Series 2025A/B Bonds subject to redemption or payment from such money as herein provided, and upon such purchase Series 2025A/B Bonds shall be cancelled and the amount of such redemption or principal payment shall thereupon be reduced by the principal amount of such Series 2025A/B Bonds so purchased and cancelled, provided that no such Series 2025A/B Bonds shall be so purchased within the 20 days next preceding the redemption or payment date. The price paid by the Trustee (excluding accrued interest, but including any brokerage and other charges) for any Series 2025A/B Bond purchased pursuant to this paragraph shall not exceed the principal amount thereof. The Trustee shall also pay (from the Bond Fund) accrued interest on any such Series 2025A/B Bond to the date of purchase. Subject to the above limitations, the Trustee shall, if and to the extent practicable and if directed in writing by the Borrower, purchase Series 2025A/B Bonds on the open market for cancellation at such times, for such prices, in such amounts, and in such manner (whether after advertisement for tenders or otherwise) as the Trustee in its discretion may determine and as may be possible with the amount of money available in the Bond Fund. The expenses of such purchase shall be deemed an Ordinary Expense of the Trustee.

Section 310 Cancellation. All Series 2025 Bonds which have been purchased, redeemed, paid, or retired, or received by the Trustee for exchange, shall not be reissued but shall be cancelled and destroyed by the Trustee, in accordance with Section 206.

[End of Article III]

ARTICLE IV GENERAL COVENANTS

Section 401 Condition of Issuer's Obligation; Payment of Principal and Interest.

Each and every covenant herein made, including all covenants made in the various Sections of this Article IV, is predicated upon the condition that any obligation for the payment of money incurred by the Issuer shall never constitute the debt or indebtedness of the Issuer, the State, or any other political subdivision of the State, within the meaning of any provision or limitation of the State Constitution or statutes. The principal of, premium, if any, and interest on the Series 2025 Bonds shall be payable solely from the Security and nothing in the Series 2025 Bonds or in this Indenture shall be considered as pledging any other funds or assets of the Issuer.

The Issuer covenants that it shall promptly pay from the sources provided herein and in the Loan Agreement the principal of, including any applicable premiums, and interest on every Series 2025 Bond issued under this Indenture at the place, on the dates, and in the manner provided herein and in said Series 2025 Bonds, according to the true intent and meaning thereof. The Issuer hereby appoints and designates the designated corporate trust office of the Trustee as the place of payment for the Series 2025 Bonds, and the Trustee as the paying agent for the Series 2025 Bonds, such designation and appointment to remain in effect until written notice of change is filed as provided in Section 1008.

Section 402 Performance of Covenants; Authority of the Issuer.

The Issuer covenants that it shall faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Indenture, in any and every Series 2025 Bond executed, authenticated, and delivered hereunder, and in all proceedings pertaining thereto. The Issuer covenants that it is duly authorized under the laws of the State, including particularly the Act and the Supplemental Act, to issue the Series 2025 Bonds authorized hereby and to execute this Indenture, to convey the Trust Estate to the Trustee, and to pledge the receipts, revenues, and collateral hereby pledged in the manner and to the extent herein set forth, that all action required on its part for the issuance of the Series 2025 Bonds and the execution and delivery of this Indenture have been duly and effectively taken, and that the Series 2025 Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 403 Instruments of Further Assurance.

The Issuer agrees that the Trustee may defend its rights to the payments and other amounts due under the Loan Agreement, the Notes, and the Mortgage, for the benefit of the Bondholders, against the claims and demands of all Persons. The Issuer covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered such indentures supplemental hereto and such further acts, instruments, and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning, and confirming unto the Trustee the Trust Estate. Any and all property hereafter acquired which is of the kind or nature provided herein to be and become subject to the lien and security interest hereof shall, without any further conveyance, assignment, or act on the part of the Issuer or the Trustee, be and become subject to the lien and security interest of this Indenture as fully and completely as though specifically described herein, but nothing in this sentence contained shall be deemed to modify or change the obligations of the Issuer under this Section. The Issuer covenants and agrees that, except as

herein and in the Loan Agreement provided, it has not and will not sell, convey, assign, pledge, encumber, grant a security interest in, or otherwise dispose of, or create or suffer to be created any lien, encumbrance, security interest, or charge upon, any part of the Trust Estate or the income and revenues therefrom or of its rights under the Loan Agreement or enter into any contract or take any action by which the rights of Trustee or the Bondholders may be impaired.

Section 404 Payment of Taxes, Assessments, and Charges. Pursuant to the provisions of Section 6.03 of the Loan Agreement, the Borrower has agreed to pay all lawful taxes, assessments, and charges at any time levied or assessed upon or against the Project, or any part thereof, and furnish evidence thereof to the Trustee, the failure of which to pay might impair or prejudice the lien and priority of the Mortgage; provided, however, that nothing contained in this Section shall require the payment of any such taxes, assessments, or charges if the same are not required to be paid under the provisions of Section 6.03 of the Loan Agreement.

Section 405 Maintenance and Repair. Pursuant to the provisions of Sections 6.01 and 8.13 of the Loan Agreement, the Borrower has agreed at its own expense to operate the Project, to cause the Project to be kept in as reasonably safe condition as its operation shall permit, and to cause to be made all needed repairs so that the Project shall at all times be kept in good repair and in good operating condition, and the Borrower may, at its own expense, make, from time to time, additions, modifications, and improvements to the Project under the terms and conditions set forth in Section 6.01 of the Loan Agreement.

Section 406 Inspection of Project Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the income and revenues derived from the Project shall at all times be open to inspection by such Accountants or other agents as the Trustee may from time to time designate.

Section 407 Rights Under and Possession of the Loan Agreement, the Notes and the Mortgage. The Loan Agreement, the Notes and the Mortgage, duly executed originals or counterparts of which have been filed with the Trustee, set forth the covenants and obligations of the Issuer and the Borrower, including provisions that subsequent to the initial issuance of the Series 2025 Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof, the Loan Agreement, the Notes and the Mortgage, may not be effectively amended, changed, modified, altered, or terminated (other than as provided therein) without the written consent of the Trustee, and reference is hereby made to the Loan Agreement, the Note, the Subordinate Note and the Mortgage, for a detailed statement of said covenants and obligations of the Borrower under the Loan Agreement, the Notes and the Mortgage, and the Trustee may enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the Loan Agreement, the Notes and the Mortgage, and may enforce all rights of the Issuer for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

So long as any of the Series 2025 Bonds remain Outstanding, and for such longer period when required by the Loan Agreement, the Issuer shall faithfully and punctually perform and observe all obligations and undertakings on its part to be performed and observed under the Loan Agreement and the Mortgage. The Issuer covenants to maintain, at all times, the validity and effectiveness of the Loan Agreement, the Notes and the Mortgage, and (except as expressly

permitted by the Loan Agreement) shall take no action, shall permit to the extent within its control no action to be taken by others, and shall not to the extent within its control omit to take any action or permit others to omit to take any action, which action or omission might release the Borrower from its liabilities or obligations under the Loan Agreement, the Notes or the Mortgage or result in the surrender, termination, amendment, or modification of, or impair the validity of, the Loan Agreement, the Notes or the Mortgage.

The Issuer covenants to diligently enforce all covenants, undertakings, and obligations of the Borrower under the Loan Agreement, the Note, the Subordinate Note and the Mortgage, and the Issuer hereby authorizes and directs the Trustee to enforce any and all of the Issuer's rights under the Loan Agreement, the Notes and the Mortgage on behalf of the Issuer and the owners of the Series 2025 Bonds.

The Trustee shall retain possession of an executed original or counterpart of or a copy of the Loan Agreement, the Notes and the Mortgage, and shall release the same only in accordance with the provisions thereof and upon written direction of the Issuer. The Loan Agreement, the Notes and the Mortgage shall be available for inspection at reasonable times and under reasonable conditions by the Issuer and the Trustee.

Section 408 Recording and Filing. The security interest of the Trustee created by this Indenture shall be perfected by the filing by the Issuer of financing statements required to be filed pursuant to the State's Uniform Commercial Code - Secured Transactions or by the taking of possession of appropriate collateral. Such financing or continuation statements shall be filed from time to time in accordance with the Loan Agreement, and the appropriate parties shall take or maintain possession of appropriate collateral provided in Section 12.03 of the Loan Agreement or otherwise, is necessary to preserve the security interest of this Indenture.

Section 409 Designation of Additional Paying Agents and Co-Bond Registrar. The Issuer shall, upon the written request from the Borrower and payment of any expenses incurred in connection therewith pursuant to Section 5.02 of the Loan Agreement and with the consent of the Trustee, cause the necessary arrangements to be made through the Trustee for the designation of additional paying agents as specified by the Borrower for the making available of funds for the payment of such of the Series 2025 Bonds as shall be presented when due at the designated office of said additional paying agents. The Trustee may designate, with the consent of the Borrower, a co-bond registrar which may perform the duties of bond registrar on behalf of the Trustee, and all references herein to bond registrar shall include any such co-bond registrar.

Section 410 Tax Covenants. (a) The Issuer, to the extent of matters within its control, shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest on the Series 2025A Bonds shall be exempt from all federal income taxation. In furtherance of the foregoing covenant, the Issuer hereby particularly covenants and agrees with the holders of the Series 2025A Bonds as follows:

No part of the proceeds of the Series 2025A Bonds or any other funds of the Issuer shall be used at any time directly or indirectly to acquire securities or obligations, the acquisition of which, or which in any

other manner, would cause any Bond to be an arbitrage bond as defined in section 148 of the Code and any applicable regulations issued thereunder.

In furtherance of the foregoing, the Trustee hereby agrees as follows:

(i) All of the gross proceeds of the Series 2025A Bonds, other than gross proceeds held in a "bona fide debt service fund" (defined in the Regulations) will be applied as directed by the Issuer and the Borrower in writing in the manner specified in Section 502 on or before the 30th day following the date of initial issuance and delivery of the Series 2025A Bonds, or

(ii) If any part of the gross proceeds of the Series 2025A Bonds has not been expended in the manner and within the time set forth in (i) above, the Trustee shall invest such gross proceeds in such manner as may be directed in writing by the Borrower but subject to the limitation set forth below. The Trustee shall not be liable for any losses incurred as a result of the investment of such gross proceeds which are invested by the Trustee pursuant to and in accordance with this Section 410.

(b) The Issuer, to the extent of matters within its control, further covenants to take any action to maintain, or refrain from any action which would adversely affect, the treatment of the Series 2025A Bonds as obligations described in section 103 of the Code, the interest on which is excluded from the "gross income" of the holder for purposes of federal income taxation.

In furtherance thereof, the Issuer, to the extent of matters within its control, specifically covenants as follows:

(i) To refrain from taking any action that would result in the Series 2025A Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(ii) To refrain from using any portion of the proceeds of the Series 2025A Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which would produce a materially higher yield over the term of the Series 2025A Bonds, other than investment property acquired with --

(A) proceeds of the Series 2025A Bonds invested for a reasonable temporary period of three years or less until such proceeds are needed for the purpose for which the Series 2025A Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10% of the proceeds of the Series 2025A Bonds;

(iii) To otherwise restrict the use of the proceeds of the Series 2025A Bonds or amounts treated as proceeds of the Series 2025A Bonds, as may be necessary, so that the

Series 2025A Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(iv) To pay the United States of America at least once during each five year period (beginning on the Closing Date) an amount that is at least equal to 90% of the "excess earnings," within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Series 2025A Bonds have been paid in full, 100% of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(v) To maintain such records as will enable the Issuer to fulfill its responsibilities under this Section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Series 2025A Bonds.

It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Series 2025A Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such modification or expansion, in the opinion of nationally-recognized Bond Counsel, will not adversely affect the exclusion of interest on the Series 2025A Bonds from gross income under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Series 2025A Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized Bond Counsel, to preserve the exemption from federal income taxation of interest on the Series 2025A Bonds under section 103 of the Code. This Section 410 is intended to comply with the requirements of section 148 of the Code (or any successor section) and the regulations promulgated thereunder. The requirements of this Section 410 shall be deemed modified and amended in the manner to the extent necessary, in the written opinion of Bond Counsel delivered to the Issuer, Borrower, and the Trustee, to permit compliance with the provisions of said section 148 (or any successor section) applicable to the Series 2025A Bonds.

[End of Article IV]

ARTICLE V
DEPOSIT OF BOND PROCEEDS; FUNDS AND ACCOUNTS; REVENUES

Section 501 Creation of Funds. There are hereby created by the Issuer and ordered established the following named trust funds and trust accounts to be held by the Trustee.

- (a) A Bond Fund, and within such Bond Fund,
 - (i) a General Account;
 - (ii) a Capitalized Interest Account;
 - (iii) an Unrestricted Redemption Account.
- (b) A Revenue Fund;
- (c) A Project Fund, and within such Project Fund,
 - (i) a Construction Account; and
 - (ii) an Issuance Cost Account;
- (d) A Debt Service Reserve Fund;
- (e) An Operating Expense Reserve Fund;
- (f) A Repair and Replacement Reserve Fund;
- (g) An Administrative Expense Fund;
- (h) An Insurance Fund;
- (i) A Condemnation Fund;
- (j) A Rebate Fund; and
- (k) A Surplus Fund.

Pursuant to Section 4.04 of the Loan Agreement, the Borrower has agreed to establish and maintain the Operating Expense Fund as provided therein.

Section 502 Deposits to Funds. (a) Proceeds in the amount of \$_____ shall be received from the sale of the Series 2025A Bonds, which amount represents the principal amount of the Series 2025A Bonds, less an underwriting fee of \$_____, plus an original issue premium of \$_____. Such proceeds from the sale of the Series 2025A Bonds shall be deposited by the Trustee as follows:

- (i) \$_____ of the proceeds of the Series 2025A Bonds in the Construction Account of the Project Fund; \$_____ of the proceeds of the Series 2025A Bonds in the Issuance Cost Account of the Project Fund;

(ii) \$_____ of the proceeds of the Series 2025A Bonds to the Capitalized Interest Account of the Bond Fund; and

(iii) \$_____ of the proceeds of the Series 2025A Bonds to the Debt Service Reserve Fund.

(b) Proceeds in the amount of \$_____ shall be received from the sale of the Series 2025B Bonds, which amount represents the principal amount of the Series 2025B Bonds, less an underwriting fee of \$_____. Such proceeds from the sale of the Series 2025B Bonds shall be deposited by the Trustee to the Issuance Cost Account of the Project Fund.

(c) Proceeds in the amount of \$_____ shall be received from the sale of the Subordinate Series 2025C Bonds, which amount represents the principal amount of the Series 2025C Bonds, less an underwriting fee of \$_____. Such proceeds from the sale of the Subordinate Series 2025C Bonds shall be deposited by the Trustee to the Operating Expense Reserve Fund.

(d) [Pursuant to the Loan Agreement, the Borrower has agreed to deposit legally available funds in the amount of \$_____ on the Closing Date to the Issuance Cost Account of the Project Fund.]

Section 503 Disbursements from the Project Fund. (a) The Trustee shall disburse money in the Construction Account no more frequently than twice in any calendar month upon receipt of a written requisition for Project Costs in form substantially identical to the form appearing as Exhibit C to the Loan Agreement executed by an Authorized Borrower Representative and approved by the Construction Monitor (for applicable disbursements) and the Borrower's compliance with the other applicable requirements set forth in Section 4.02 of the Loan Agreement. All amounts on deposit in the Construction Account shall be used to pay Project Costs.

(b) The Trustee shall disburse money in the Issuance Cost Account upon receipt of a written direction of the Borrower signed by an Authorized Borrower Representative and in the form attached as Exhibit C to the Loan Agreement. Amounts in the Issuance Cost Account shall be used to pay the Issuance Costs. Upon the Trustee's receipt of a written direction of the Borrower as provided in Section 4.02 of the Loan Agreement, amounts remaining in the Issuance Cost Account shall be transferred to the Construction Account. The Issuance Cost Account shall then be closed.

(c) Upon the completion of construction of the Project, the Borrower, on behalf of the Issuer, shall provide the Trustee with a notice of completion, signed by an Authorized Borrower Representative. Upon receipt of the notice of completion, the Trustee shall transfer any amounts then remaining in the Construction Account to the Bond Fund and use such amounts to pay debt service on the Series 2025A/B Bonds as it becomes due, and the Construction Account shall then be closed.

(d) When the Construction Account and the Issuance Cost Account are closed, the Project Fund shall be closed.

Section 504 The Revenue Fund. (a) The Issuer shall deposit or cause the Borrower to deposit the Gross Revenues with the Trustee as received and no less frequently than weekly, and the Trustee shall upon receipt deposit such amounts in the Revenue Fund.

(b) So long as no Event of Default has occurred and is continuing, money in the Revenue Fund shall be applied on the [twenty-fifth day] of each month commencing _____, 202__ or after the Completion Date (whichever comes first) (or, if such day is not a business day, on the next succeeding business day) in the following manner in the order of priority indicated:

(i) first, to the Rebate Fund, to the extent directed in writing by the Issuer (otherwise none) any amount necessary to meet the Rebate Amount; and

(ii) second, to the Administrative Expense Fund, Ordinary Expenses of the Trustee, Extraordinary Expenses of the Trustee, Arbitrage Calculator Fees and Issuer Expenses; and

(iii) third, (A) to the General Account of the Bond Fund, approximately equal proportional amounts each month to accumulate to make the interest payment on the next Interest Payment Date, taking into account amounts on deposit in the General Account of the Bond Fund to be applied to such interest payment, and thereafter an amount equal to one-sixth of the interest due on the Series 2025A/B Bonds and any parity Additional Bonds on the next Interest Payment Date, provided that no such payment need be made, or a partial payment may be made, if the amount on deposit in the Bond Fund is, or with such partial payment shall be, sufficient to pay the interest due on the Series 2025A/B Bonds and any parity Additional Bonds on the next Interest Payment Date and (B) beginning _____, 20__ to the General Account of the Bond Fund, an amount equal to one-twelfth (1/12) of the next mandatory principal payment due with respect to the Series 2025A/B Bonds and any parity Additional Bonds on the next ensuing July 1 as set forth in Section 304(a), provided that no such payment need be made or a partial payment may be made if the amount on deposit in the General Account of the Bond Fund is, or with such partial payment shall be, sufficient to pay the amount due on the Series 2025A/B Bonds and any parity Additional Bonds on such July 1; and

(iv) fourth, to the Borrower for deposit in the Operating Expense Fund, an amount specified in writing by the Borrower as necessary to pay the Operating Expenses for the succeeding month as set forth in the Annual Budget; and

(v) fifth, to the Debt Service Reserve Fund, subject to the requirements of Section 507, respectively, an amount sufficient to restore the Debt Service Reserve Requirement if the total amount in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, provided, however, that such restoration of the Debt Service Reserve Requirement shall not extend (a) beyond twelve (12) consecutive months, beginning in the month following a withdrawal from the Debt Service Reserve Fund, or (b) beyond four (4) consecutive months, beginning in the month following a calculation of the Value of the Debt Service Reserve Fund at an amount less than the Debt Service Reserve Requirement; and

(vi) sixth, on and after July 1, 2028, to the Operating Expense Reserve Fund, an amount equal to the amount necessary to restore the amount therein to the Operating Reserve Fund Requirement if the total amount in the Operating Expense Reserve Fund is less than the Operating Expense Reserve Fund Requirement; and

(vii) seventh, to the Repair and Replacement Reserve Fund, an amount specified in writing by the Borrower equal to 1/12th of the Repair and Replacement Reserve Fund Requirement for that Fiscal Year plus any monies necessary to replenish such fund pursuant to Section 508(b); and

(viii) finally, all remaining amounts to the Surplus Fund.

Section 505 Source of Payment of Series 2025 Bonds. The Series 2025 Bonds herein authorized, together with the interest thereon, and all payments required of the Issuer hereunder are not and shall never become debt or indebtedness of the Issuer but are special, limited obligations payable solely and only from the Security and as authorized and provided in this Indenture.

Loan Payments, provided for in Section 5.02 of the Loan Agreement are to be remitted directly to the Trustee for the account of the Issuer and deposited in accordance with Section 504 hereof. Loan Payments are required to be sufficient in amount to pay the principal of, premium, if any, and interest on the Series 2025 Bonds, and the entire amount of revenues and receipts from said Loan Agreement (except amounts paid to the Issuer under its Unassigned Rights) are pledged to the payment of the principal of, premium, if any, and interest on the Series 2025 Bonds. The Issuer hereby covenants and agrees that it shall not create any lien or security interest upon the Security other than the lien and security interest hereby created, subject to Permitted Encumbrances.

Section 506 The Bond Fund. (a) Use of the Bond Fund. The Bond Fund shall be used as a sinking fund to pay the principal of, premium, if any, and interest on the Series 2025A/B Bonds. "The General Account", the "Capitalized Interest Account", and the "Unrestricted Redemption Account" are included in the Bond Fund. The Unrestricted Redemption Account of the Bond Fund shall be used to pay principal of, premium, if any, and interest on the Series 2025A/B Bonds in the event of redemption of the Series 2025 Bonds other than mandatory sinking fund redemption of the Series 2025A Bonds pursuant to Section 304.

(b) Payments into the Bond Fund. There shall be deposited into the Bond Fund, on the dates and in the manner specified in Section 504(b), (i) from amounts on deposit in the Revenue Fund to the General Account amounts sufficient to pay the principal of and interest on the Series 2025A/B Bonds when due and (ii) all other money received by the Trustee under and pursuant to any of the provisions of the Loan Agreement when accompanied by written directions from the Borrower that such money is to be paid into the Bond Fund. All money received by the Trustee for redemption of Series 2025A/B Bonds, other than mandatory sinking fund redemption of the Series 2025A Bonds pursuant to Section 304, shall be deposited into the Unrestricted Redemption Account. All other money received by the Trustee for deposit in the Bond Fund shall be deposited into the General Account of the Bond Fund. The Issuer hereby covenants and agrees that so long as any of the Series 2025A/B Bonds issued hereunder are

Outstanding it shall deposit, or cause to be deposited, promptly into the General Account of the Bond Fund for its account sufficient sums from Loan Payments in the Revenue Fund to meet and pay the principal of, premium, if any, or interest on the Series 2025A/B Bonds as and when the same become due and payable. Nothing herein shall be construed as requiring the Issuer to use or to provide any funds or revenues from any source other than the Security.

(c) Use of Money in the Bond Fund. Except as provided in Section 517, money in the Bond Fund shall be used solely as a fund for the payment of the principal of, premium, if any, and interest on the Series 2025A/B Bonds, for the redemption of the Series 2025A/B Bonds at or prior to maturity, and to purchase Series 2025A/B Bonds in the open market pursuant to Section 309. Except as provided in Article III or any corresponding article in an indenture supplemental hereto, no part of Loan Payments in the General Account of the Bond Fund shall be used to redeem, prior to maturity, a part of the Series 2025A/B Bonds Outstanding; provided, however, that whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Series 2025A/B Bonds Outstanding hereunder, to pay interest to accrue thereon to such redemption date, and to pay all costs and expenses accrued and to accrue to such redemption date, if so directed in writing by the Borrower pursuant to the Loan Agreement, the Issuer covenants and agrees to take and cause to be taken the necessary steps to redeem all of said Series 2025A/B Bonds on the next succeeding redemption date for which the required redemption notice may be given; and provided further that any money in the Bond Fund, other than Loan Payments held in the General Account of the Bond Fund, may be used at the written request of the Issuer if so directed by the Borrower pursuant to the Loan Agreement to redeem a part of the Series 2025A/B Bonds Outstanding on the next succeeding redemption date for which the required notice of redemption may be given or to purchase Series 2025A/B Bonds pursuant to Section 309 so long as the Borrower is not in default with respect to any payments required to be made under the Loan Agreement and to the extent said money are in excess of the amount required for payment of Series 2025A/B Bonds theretofore matured or called for redemption and past due interest in all cases where such Series 2025A/B Bonds have not been presented for payment. Notwithstanding any direction by the Borrower pursuant to the Loan Agreement or failure by the Borrower to give such direction, it is hereby covenanted and agreed by the Issuer that any money in the Bond Fund will be spent to pay principal of, premium, if any, and interest on Series 2025A/B Bonds or to redeem or purchase Series 2025A/B Bonds on the earliest possible date, but in any event within a one year period beginning on the date of receipt.

(d) Custody of the Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay principal of and interest and premium, if any, on the Series 2025A/B Bonds as the same become due and payable and to make said funds so withdrawn available to the Trustee and to the paying agent or agents for the purpose of paying said principal, interest, and premium, if any, which authorization and direction the Trustee hereby accepts.

Section 507 The Debt Service Reserve Fund. (a) Deposits to the Debt Service Reserve Fund. The Trustee shall deposit in the Debt Service Reserve Fund an amount equal to the Debt Service Reserve Requirement. If the Borrower has exercised its option or is obligated to prepay the Loan in whole and not in part pursuant to the terms of Article XI of the Loan Agreement, and has paid the sums as provided therein, all of the money then in the Debt Service

Reserve Fund shall be deposited in the Unrestricted Redemption Account of the Bond Fund by the Trustee. Any money held in the Debt Service Reserve Fund may be paid to the Borrower or its designee when all Series 2025A/B Bonds have been fully paid or defeased pursuant to Article VIII hereof.

(b) Custody of the Debt Service Reserve Fund. The Debt Service Reserve Fund shall be in the custody of the Trustee but in the name of the Issuer. The Issuer hereby authorizes and directs the Trustee to withdraw funds from the Debt Service Reserve Fund to pay, first, all installments of interest then due on the Series 2025A/B Bonds, and then all principal of and premium, if any, then due on the Series 2025A/B Bonds in the event there should be insufficient funds for said purposes in the Bond Fund on the date such interest, principal, and premium is due following any payments to be made pursuant to Section 509, which authorization and direction the Trustee hereby accepts. The Trustee shall give written notice to the Issuer and the Underwriter of any withdrawal from the Debt Service Reserve Fund and of any losses from the investment of money in the Debt Service Reserve Fund.

When the amount of principal of, premium, if any, and interest on the Outstanding Series 2025A/B Bonds is equal to or less than the balance of the Bond Fund and money deposited in the Debt Service Reserve Fund and if all amounts owed under the Loan Agreement and this Indenture have been paid, money held in the Debt Service Reserve Fund may be deposited in the Bond Fund and applied to the redemption in whole but not in part of the Outstanding Series 2025A/B Bonds.

Section 508 The Repair and Replacement Reserve Fund. (a) Deposits to the Repair and Replacement Reserve Fund. The Trustee shall deposit the amounts described in Section 504(b) in the Repair and Replacement Reserve Fund. Commencing _____, _____, and every three (3) years thereafter, the Borrower shall cause a Financial Consultant to perform an inspection of the Project and to prepare a report which shall contain recommendations for any adjustment to the Repair and Replacement Reserve Requirement for the next succeeding three Fiscal Years based upon the physical condition of the Project and taking into account the amount of funds then in the Repair and Replacement Reserve Fund. The report shall be delivered to the Trustee with the Annual Budget. Any money held in the Repair and Replacement Reserve Fund shall be paid to the Borrower or its designee when all Series 2025 Bonds have been fully paid or duly provided for in accordance with Article VIII.

(b) Custody of Repair and Replacement Reserve Fund. The Repair and Replacement Reserve Fund shall be in the custody of the Trustee but in the name of the Issuer. The Issuer hereby authorizes and directs the Trustee upon receipt of a request from the Borrower as described in the Loan Agreement to withdraw funds from the Repair and Replacement Reserve Fund pursuant to Section 504(b)(v) from such fund to pay, as long as no Event of Default under the Loan Agreement has occurred and is continuing, the extraordinary maintenance, repair costs and capital expenditures (allowable as such under generally accepted accounting principles) related to the Project which the Borrower is obligated to pay pursuant to Section 6.01 of the Loan Agreement. After the report of the Financial Consultant as set forth in Section 508(a), to the extent the amount in the Repair and Replacement Reserve Fund is less than the then applicable Repair and Replacement Reserve Requirement, the Trustee shall deposit each month from the Revenue Fund to the Repair and Replacement Reserve Fund in accordance with Section 504 one-

twelfth of the amount necessary to satisfy the increase in the Repair and Replacement Reserve Requirement. The Trustee shall withdraw any funds on deposit in the Repair and Replacement Reserve Fund to pay the principal of, premium, if any, and interest on the Series 2025A/B Bonds in the event there shall be insufficient funds for such purposes in the Bond Fund on the date such interest, principal and premium is due, or to pay the Trustee's expenses as described in Section 5.02 of the Loan Agreement, which authorization and direction the Trustee hereby accepts; provided however, that in such event the Trustee shall deposit each month from the Revenue Fund to the Repair and Replacement Reserve Fund, one twelfth of the amount necessary to replenish the Repair and Replacement Reserve Requirement.

Money in the Repair and Replacement Reserve Fund shall be expended in accordance with the provisions of the Loan Agreement, particularly Section 4.05 of the Loan Agreement; provided, however, the Trustee shall use all or any portion of the balance in the Repair and Replacement Reserve Fund to avoid a default in the payment of the principal of or interest on the Series 2025A/B Bonds, and may transfer the same to the Bond Fund for such purposes. The Trustee is hereby authorized and directed to issue its checks for each disbursement required by the aforesaid provisions of the Loan Agreement.

Section 509 Operating Expense Reserve Fund. The Operating Expense Reserve Fund shall be in the custody of the Trustee but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee to withdraw funds from the Operating Expense Reserve Fund to pay, first, installments of interest then due on the Series 2025A/B Bonds, and then all principal of and premium, if any, then due on the Series 2025A/B Bonds in the event there shall be insufficient funds for such purposes in the Bond Fund on the date such interest, principal and premium is due. If amounts in the Operating Expense Reserve Fund are not needed for the foregoing uses and no Event of Default exists under the Loan Agreement or the Bond Documents, the Trustee shall at the written request of the Borrower on or after [the twenty-fifth day] of each month commencing after the Closing Date, transfer to the Borrower amounts to fund Operating Expenses not otherwise funded by a transfer under Section 504(b)(iv), as provided in Section 4.05 of the Loan Agreement. To the extent any amount is withdrawn from the Operating Expense Reserve Fund, on and after July 1, 2028, the Trustee shall transfer from the Revenue Fund to the Borrower for deposit in the Operating Expense Reserve Fund in accordance with Section 504(b) the amount necessary to replenish the amounts on deposit to the Operating Expense Reserve Fund Requirement.

Section 510 Surplus Fund. The amounts on deposit in the Surplus Fund will be used to remedy any shortfall in the Revenue Fund with respect to those deposits required by Section 504(b) (i), (ii), (iii), (iv), (v), (vi), (vii) and (viii) and to the extent not required to remedy any such shortfall and so long as no Event of Default exists under the Loan Agreement or the Bond Documents, commencing _____, _____, the Trustee shall at the end of each Fiscal Year disburse the amounts in the Surplus Fund to the holders of the Subordinate Series 2025C Bonds to pay interest then due on such Subordinate Series 2025C Bonds and, following such interest payment, shall disburse any remaining amount in the Surplus Fund as follows: 80% of such remaining funds shall be disbursed to the holders of the Subordinate Series 2025C Bonds to redeem or pay principal on such Bonds, and 20% of such remaining funds shall be disbursed to the Borrower to use in its discretion; provided however that no disbursements shall be made by the Trustee from the Surplus Fund as provided in this clause unless the Trustee has received (i)

certification by an independent auditor in an Audit Report for the Fiscal Year that the Fixed Charges Coverage Ratio meets or exceeds 1.20:1.00 and the then current Annual Budget shows that the Fixed Charges Coverage Ratio will meet or exceed 1.20:1.00; and (ii) a Certificate of the Borrower that no Event of Default exists under the Loan Agreement or the Bond Documents. The Trustee may conclusively rely on such Audit Report for such purpose.

Section 511 Administrative Expense Fund. The Trustee shall deposit from the Revenue Fund (or otherwise received from the Borrower pursuant to Section 5.02 of the Loan Agreement) to the Administrative Expense Fund the amounts required to be deposited in the Administrative Expense Fund pursuant to Section 504 hereof. Amounts in the Administrative Expense Fund shall be used to pay the Arbitrage Calculator Fee, Ordinary Expenses of the Trustee, Extraordinary Expenses of the Trustee and Issuer Expenses, as the case may be, as they become payable pursuant to the Loan Agreement or this Indenture.

Section 512 Non-presentment of Bonds. In the event any Series 2025 Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, if funds sufficient to pay such Series 2025 Bonds shall have been made available to the Trustee for the benefit of the owner or owners thereof, all liability of the Issuer and the Borrower to the owner or owners thereof for the payment of such Series 2025 Bonds shall forthwith cease, determine, and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the owner or owners of such Series 2025 Bonds, who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his or their part under this Indenture or on, or with respect to, said Series 2025 Bonds.

Any money deposited with the Trustee in trust for the payment of the principal of (and premium, if any) or interest on any Series 2025 Bond and remaining unclaimed after such has become due and payable shall be paid pursuant to the laws of the State.

Section 513 Trustee's Fees, Charges, and Expenses. Pursuant to the provisions of the Loan Agreement, the Borrower has agreed to pay, from Gross Revenues, to the Trustee until the principal of, interest, and premium, if any, on the Series 2025 Bonds shall have been fully paid, (i) an amount equal to the annual fee of the Trustee for the Ordinary Services of the Trustee rendered, as trustee, and its Ordinary Expenses of the Trustee incurred, as trustee, under this Indenture, as and when the same become due; (ii) the reasonable fees and charges of the Trustee, as bond registrar and paying agent and of any paying agents and co-bond registrars for acting as paying agent or co-bond registrar pursuant to Section 409; and (iii) the reasonable fees and charges for the necessary Extraordinary Services of the Trustee and Extraordinary Expenses of the Trustee under this Indenture, as and when the same become due. The Borrower may after providing for the payment of such amount, without creating a default hereunder, contest in good faith the necessity for any such Extraordinary Services of the Trustee and Extraordinary Expenses of the Trustee and the reasonableness of any of the fees, charges, or expenses referred to herein.

Section 514 Money to be Held in Trust. All money required to be deposited with or paid to the Trustee for the account of the Revenue Fund, the Bond Fund, the Project Fund, the Operating Expense Reserve Fund, the Debt Service Reserve Fund, the Repair and

Replacement Reserve Fund, the Insurance Fund, the Condemnation Fund, the Surplus Fund, or any other trust fund or reserve under any provision of this Indenture (other than the Rebate Fund) shall be held by the Trustee in trust and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the trust created hereby and any lien or security interest granted with respect to the Trust Estate and shall be and remain entitled to the benefit and shall be subject to the security of this Indenture for the equal and proportionate benefit of the owners of all Outstanding Series 2025 Bonds (except that the lien on the Trust Estate in favor of the Subordinate Series 2025C Bonds shall be subordinate to the lien in favor of the Series 2025A/B Bonds) . The Trustee hereby covenants that all money held in any fund under this Indenture and any collateral securing such funds (other than the Rebate Fund) are a part of the Trust Estate, and that the rights and interests of the Bondholders in and to such money and collateral are and shall be superior to the claims of the creditors and depositors of the Trustee and of any other financial institution in which such money are deposited or which has provided or pledged such collateral. To the extent not invested as provided in Article VI, all such money held by the Trustee in excess of the amount insured by the Federal Deposit Insurance Corporation or a successor federal agency shall be continuously secured, for the benefit of the Issuer and the owners of the Series 2025 Bonds, by a pledge of securities of the type described in Article VI.

Section 515 Insurance and Condemnation Proceeds. Reference is hereby made to Article VII of the Loan Agreement whereunder it is provided that under certain circumstances the Net Proceeds of insurance and condemnation awards are to be paid to the Trustee and deposited in the Insurance Fund and the Condemnation Fund, respectively, and are to be disbursed and paid out as therein provided. The Trustee hereby accepts and agrees to perform the duties and obligations as therein specified. There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated the "Insurance Fund" and a trust fund to be designated the "Condemnation Fund", both of which shall be opened only if funds are required to be deposited therein hereunder and both of which shall be used as provided in Article VII of the Loan Agreement.

Section 516 Amounts Remaining in Funds and Accounts. Any amounts remaining in the Revenue Fund, the Bond Fund, the Project Fund, the Debt Service Reserve Fund, the Operating Expense Reserve Fund, the Repair and Replacement Reserve Fund, the Insurance Fund, the Condemnation Fund, the Surplus Fund, or any other fund (other than the Rebate Fund), account, or reserve created under this Indenture, after payment in full of the principal of, interest, and premium, if any, on the Series 2025 Bonds (or provision for payment thereof as provided in this Indenture), the fees, charges, and expenses of the Trustee and any paying agents, and all other amounts required to be paid hereunder, or under the Loan Agreement shall be promptly paid to the Borrower or its designee.

Section 517 Rebate Fund. (a) Notwithstanding the other provisions of the Indenture, unless (b), (c) or (d) of this Section 517 is satisfied with respect to the Series 2025A Bonds, then on the business day that is no more than thirty days after the date that is one year after _____, 2025, and every fifth year thereafter during the term of the Series 2025A Bonds and on the business day immediately preceding the date that all Outstanding Series 2025A Bonds are redeemed or purchased (the "Determination Date"), (i) the Borrower shall immediately pay an amount equal to all excess investment earnings as confirmed in the certificate of the Arbitrage Calculator as hereinafter provided to the Trustee for deposit to the

Rebate Fund, hereby created; and (ii) the Trustee shall (to the extent the Borrower has not paid such amount to the Trustee for deposit in the Rebate Fund) transfer from the Bond Fund, the Debt Service Reserve Fund, the Repair and Replacement Reserve Fund, the Revenue Fund, the Project Fund, the Insurance Fund, the Condemnation Fund, the Surplus Fund, or any other fund held by the Trustee under this Indenture to the Rebate Fund, hereby created, an amount equal to all excess investment earnings as confirmed to the Trustee by the Borrower by providing a certificate to such effect of an Arbitrage Calculator as hereinafter provided. If the gross earnings on the Bond Fund in any bond year are less than \$100,000 then the investment earnings in the Bond Fund shall not be taken into account as excess investment earnings.

(b) The Borrower shall not have to comply with the requirements set forth in (a) above with respect to the Series 2025A Bonds if all gross proceeds of the Series 2025A Bonds are expended within six months of the date of initial issuance of the Series 2025A Bonds, as applicable and as further described in the Rebate Memorandum and such expenditure is confirmed to the Trustee by the Borrower providing a certificate to such effect by an Arbitrage Calculator.

(c) Notwithstanding the Borrower's failure to comply with the 6-month exception set forth in (b) above, the Borrower shall not have to comply with the requirements set forth in (a) above with respect to the Series 2025A Bonds if all gross proceeds of the Series 2025A Bonds are expended within 18 months of the date of initial issuance of the Series 2025A Bonds and as further described in the Rebate Memorandum, in accordance with the following schedule:

15% within 6 months;

60% within 1 year; and

100% within 18 months.

and such expenditure is confirmed to the Trustee by the Borrower providing a certificate to such effect by an Arbitrage Calculator.

(d) Notwithstanding the Borrower's failure to comply with either the 6-month exception set forth in (b) above or the 18 month exception set forth in (c) above, the Borrower shall not have to comply with the requirements set forth in (a) above with respect to the that portion of the Series 2025A Bonds that constitutes a Construction Issue, as defined in the Rebate Memorandum (the "Construction Issue") if the portion of the gross proceeds of the Series 2025A Bonds that constitutes the Construction Issue is expended within 2 years of the date of initial issuance of the Series 2025A Bonds and as further described in the Rebate Memorandum, in accordance with the following schedule:

10% within 6 months;

45% within 1 year;

75% within 18 months; and

100% within 2 years

and such expenditure is confirmed to the Trustee by the Borrower providing a certificate to such effect by an Arbitrage Calculator.

(e) Money deposited and held in the Rebate Fund shall not be pledged to secure debt service on the Series 2025A Bonds but shall be held in trust for the benefit of the United States of America and the Borrower. Investment earnings on any money in the Rebate Fund shall be retained therein.

(f) On the date five years after the anniversary of the first Bond Year after the Series 2025A Bonds are issued and every five years thereafter, the entire balance in the Rebate Fund shall be paid by the Trustee on behalf of the Issuer to the United States of America and on the date that all Outstanding Bonds are purchased or redeemed, the entire balance of the Rebate Fund shall be paid to the United States of America in accordance with section 148(f)(3) of the Code and the Borrower shall pay to the United States of America when due any additional amounts that may be due to the United States of America in connection with the Series 2025A Bonds.

(g) Unless all gross proceeds have been expended (i) within six months after the date of initial issuance of the Series 2025A Bonds as described in (b), above, (ii) in accordance with the eighteen (18) month schedule described in (c), above, or (iii) in accordance with the 2-year schedule described in (d), above, and such expenditure has been confirmed to the Trustee in the manner provided herein, the Borrower shall provide annually to the Trustee a certificate of an Arbitrage Calculator which certificate shall state the excess investment earnings to be paid and transferred to the Rebate Fund and that such amount was computed in accordance with section 148(f) of the Code (or any successor section), and the Trustee may conclusively rely on that certificate in making such transfer and in making any payment to the United States of America hereunder. To the extent that amounts in the Bond Fund, the Debt Service Reserve Fund, the Operating Fund and the Repair and Replacement Reserve Fund, the Revenue Fund, the Project Fund, the Insurance Fund, the Condemnation Fund, the Surplus Fund, or any other fund held by the Trustee under this Indenture are not sufficient to adequately fund the Rebate Fund, the Borrower shall immediately pay such deficiency to the Trustee. The Trustee shall have no liability to use its funds to make any payment to the United States of America hereunder or to make any calculations or determinations with respect to any arbitrage rebate requirements. The Trustee on behalf of the Issuer shall retain all records concerning determinations of the amount to be rebated to the United States of America for six years after the final maturity of the Series 2025A Bonds .

(h) This Section 517 is intended to comply with the requirements of section 148 of the Code (or any successor section) and the regulations promulgated thereunder and applicable thereto. The requirements of this Section 517 shall be deemed modified and amended in the manner to the extent necessary, in the written opinion of Bond Counsel delivered to the Issuer, Borrower, and the Trustee, to permit compliance with the provisions of said section 148 of the Code (or any successor section) applicable to the Series 2025A Bonds.

Section 518 Deposit Account Control Agreement. In connection with the issuance of the Series 2025 Bonds, the Borrower, the Depository Bank and the Trustee have entered into a Deposit Account Control Agreement under which a security interest has been

granted by the Borrower to the Trustee in the Operating Expense Fund. Upon certain events as provided in such Deposit Account Control Agreement, the Borrower shall cause the Depository Bank to transfer the Operating Expense Fund to the name and credit of the Trustee. The Trustee may withdraw any funds on deposit in the Operating Expense Fund to the extent and for the purposes provided in the Deposit Account Control Agreement to which authorization and direction the Trustee hereby accepts.

[End of Article V]

ARTICLE VI INVESTMENTS

Section 601 Investment of Funds and Accounts. Subject to Article VIII, any money held as part of the Bond Fund, the Revenue Fund, the Project Fund, the Debt Service Reserve Fund, the Operating Expense Reserve Fund, the Repair and Replacement Reserve Fund, the Administrative Expense Fund, the Insurance Fund, the Condemnation Fund, the Rebate Fund, the Surplus Fund, reserves in connection with contested liens, or other special trust funds created under this Indenture or other accounts or funds held by the Trustee (other than the Rebate Fund), to the extent permitted by law shall be invested and reinvested by the Trustee as direct in writing by the Borrower, in accordance with the provisions of Section 4.09 of the Loan Agreement. Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the account or fund, as the case may be, from which money was derived for such investment, and the interest accruing thereon and any profit realized from such investments shall be credited as set forth in Section 602, and any loss resulting from such investments shall be charged to such account or fund. The Trustee is directed to sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient for the uses prescribed for money held in such fund or account. The Trustee may transfer investments from any fund or account to any other fund or account in lieu of cash when required or permitted by the provisions of this Indenture. In computing the assets of any fund or account, investments and accrued interest thereon shall be deemed a part thereof. Such investments shall be valued at the face value or the cost thereof, whichever is lower. The Trustee shall not be liable for any depreciation in the value of any obligations in which money of funds or accounts shall be invested, as aforesaid, or for any loss arising from any investment. Such investments shall be made only as follows:

(i) money in the Project Fund, the Repair and Replacement Reserve Fund, the Revenue Fund, the Operating Expense Reserve Fund, the Administrative Expense Fund, the Insurance Fund, the Condemnation Fund, and any other accounts or funds only in obligations as directed in writing by the Borrower maturing or redeemable at the option of the holder in such amounts and on such dates as may be necessary to provide money to meet the payments from each such respective fund,

(ii) money in the Bond Fund as directed in writing by the Borrower only in obligations maturing or redeemable at the option of the holder not later than the next-succeeding principal, mandatory redemption, or interest payment date of the Series 2025A/B Bonds, and

(iii) money in the Debt Service Reserve Fund as directed in writing by the Borrower only in Permitted Investments; provided that: (a) the weighted average maturity of investments in the Debt Service Reserve Fund at any time may not exceed ten (10) years and (b) the Trustee must determine the value of the Debt Service Reserve Fund investments no less frequently than semiannually (or monthly from the date of any deficiency until such deficiency is cured).

In the absence of any direction from the Borrower, the Trustee may, but shall not be obligated to, invest moneys in money market funds.

The Issuer covenants that none of the money held under this Indenture will be used in any manner which will cause any Series 2025A Bonds, the interest on which is excluded from the gross income of the owners thereof for federal income tax purposes, to become arbitrage bonds within the meaning of section 148 of the Code and any Regulations proposed or promulgated in connection therewith or to become federally guaranteed within the meaning of section 149(b) of the Code and any Regulations proposed or promulgated in connection therewith.

Section 602 Allocation of Income from Investments. All interest accruing from investments of money in the Bond Fund, the Project Fund, the Operating Expense Reserve Fund, the Debt Service Reserve Fund, the Repair and Replacement Reserve Fund, the Insurance Fund, the Condemnation Fund, the Surplus Fund, and other funds (other than the Rebate Fund) and any profit realized therefrom shall be allocated on each December 25 and July 25 as follows:

- (a) interest and profits from the investments of money of each account held in the Bond Fund shall be retained in the account of the Bond Fund to which such investments relate;
- (b) interest and profits from the investments of money in the Project Fund shall be retained in the Construction Account of the Project Fund unless transferred to the Revenue Fund pursuant to Section 503;
- (c) interest and profits from the investment of money in the Debt Service Reserve Fund, shall be retained in the Debt Service Reserve Fund, at all times if the balance is less than the Debt Service Reserve Requirement; thereafter and at all times the balance of the Debt Service Reserve Fund is equal to or greater than the Debt Service Reserve Requirement, such interest and profits shall be deposited in the Capitalized Interest Account until _____, _____, and thereafter in the General Account of the Bond Fund;
- (d) interest and profits from the investment of money in the Operating Expense Reserve Fund shall be deposited in the Bond Fund;
- (e) interest and profits from the investment of money in the Repair and Replacement Reserve Fund shall be deposited in the Bond Fund;
- (f) interest and profits from the investment of money in the Insurance Fund shall be retained in the Insurance Fund;
- (g) interest and profits from the investment of money in the Condemnation Fund shall be retained in the Condemnation Fund;
- (h) interest and profits from the investment of money in the Surplus Fund shall be deposited in the Bond Fund; and
- (i) interest and profits from the investment of money in any other funds shall, unless the Trustee receives written directions of the Authorized Borrower Representative to the contrary, be deposited in the Bond Fund.

Section 603 Trustee's Own Bond or Investment Department. The Trustee may make any and all investments permitted under Section 601 through its own bond or investment department.

Section 604 Investment Records. The Trustee shall keep or cause to be kept proper and detailed books of record and account containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation, and application of the money related to the Series 2025A Bonds, including money derived from, pledged to, or to be used to make payments on the Series 2025A Bonds. Such records shall specify the account or fund to which each investment (or portion thereof) is to be allocated and shall set forth, in the case of each and every Rebate Obligation, (a) its purchase price, including any accrued interest paid, (b) identifying information, including face amount, coupon rate, and payment dates, (c) the amount received at maturity or its disposition price, as the case may be, including accrued interest, (d) the amounts and dates of any payments made with respect thereto, and (e) the dates of acquisition and disposition or maturity and, if different, the date it became a Rebate Obligation. The Trustee shall also obtain and retain with respect to each Rebate Obligation evidence to establish the fair market value of such Rebate Obligation on the dates it became and ceased to be a Rebate Obligation. Except as provided below, in the case of a Rebate Obligation that is traded on (A) a national securities exchange which is registered under Section 6 of the Securities Exchange Act of 1934, (B) an exchange which is exempted from registration under Section 5 of the Securities Exchange Act of 1934 because of its limited volume of transactions, and (c) an over-the-counter market which is reflected by the existence of an interdealer quotation system, which is any system of general circulation to brokers and dealers which regularly disseminates quotations of obligations by identified brokers or dealers, other than a quotation sheet prepared and distributed by a broker or dealer in the regular course of business and containing only quotations of such broker or dealer. In the case of a Rebate Obligation which is an obligation of the United States (or any agency or instrumentality thereof) and is backed by the full faith and credit of the United States (or any such agency or instrumentality), "fair market value" shall be the mean of the bid and asked prices on the date it is required to be determined (or, if there are no bid and asked prices on such date, on the first day preceding such date for which there are bid and asked prices). The bid and asked prices shall be determined either by reference to "Composite Closing Quotations for United States Government Securities" published by the Federal Reserve Bank of New York, or by reference to a comparable compilation of bid and asked prices regularly published in a newspaper of general circulation throughout the United States.

In order to allow the Borrower to perform the calculations required by section 148(f) of the Code, the Trustee acknowledges that it will be necessary to track separately all of the Rebate Obligations contained in funds created hereunder. To that end, the Trustee shall take such accounting measures as are necessary or appropriate and in accordance with the Trustee's standard practices to account fully for all Rebate Obligations and the amount earned thereon. The Trustee agrees to deliver to the Borrower, upon the request of and at the expense of the Borrower, copies of all records maintained pursuant to this Section 604 and such other records as are reasonably required to allow the Borrower to comply with Sections 4.09 and 4.10 of the Loan Agreement.

[End of Article VI]

ARTICLE VII COVENANTS WITH RESPECT TO THE PROJECT

Section 701 Subordination of Rights of the Borrower. Pursuant to Section 12.13 of the Loan Agreement, the Loan Agreement and the rights and privileges thereunder of the Borrower are specifically made subject and subordinate to the rights and privileges of the Trustee and the owners of the Series 2025 Bonds set forth in this Indenture.

Section 702 Release of the Project Site. Reference is made to the provisions of the Loan Agreement, including, without limitation, Section 8.05 of the Loan Agreement, whereby the Issuer and the Borrower have reserved the right to withdraw or subordinate the lien of the Mortgage with respect to certain portions of the Borrower's interest in Project Site upon compliance with the terms and conditions of the Loan Agreement. The Trustee shall release from or subordinate the lien of the Mortgage with respect to any such land or interests in land upon compliance with the provisions of the Loan Agreement.

Section 703 Release of Equipment. Reference is made to the provisions of the Loan Agreement, including, without limitation, Section 6.02 of the Loan Agreement, whereby the Borrower may withdraw certain items of equipment constituting Equipment upon compliance with the terms and conditions of the Loan Agreement. The Trustee shall release from the security interest of the Mortgage any such item of equipment upon compliance with the provisions of the Loan Agreement.

Section 704 No Amendments to Mortgage and Notes. Except as provided in Article XII, neither the Issuer nor the Trustee shall consent to any amendment, change or modification of the Mortgage or the Notes.

Section 705 Perform Other Contracts. (a) The Issuer will in all respects promptly and faithfully keep, perform and comply with all the terms, provisions, covenants, and conditions of the Loan Agreement and the Bond Documents. It will not do or to the extent within its control permit anything to be done or omit or refrain from doing anything where such action or non-action might be a ground for declaring a forfeiture or termination of the Loan Agreement or the Bond Documents.

(b) The Issuer hereby covenants to enforce all its rights and obligations under and pursuant to the Loan Agreement and agrees that the Trustee, in its name or in the name of the Issuer, may enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the Loan Agreement and the Mortgage for and on behalf of the Bondholders, whether or not an Event of Default exists hereunder.

(c) The Trustee shall not execute any release of the obligations of the Borrower under the Loan Agreement, Mortgage, the Notes, the Assignment of Construction Contracts or the Deposit Account Control Agreement, except pursuant to Section 8.05 of the Loan Agreement or upon payment in full of the Series 2025 Bonds.

(d) The Loan Agreement, the Mortgage, the Notes and the Deposit Account Control Agreement set forth certain covenants and obligations of the Borrower. Reference is hereby

made thereto for a detailed statement of the covenants, obligations, and rights of the Borrower thereunder.

Section 706 Execute Additional Documents. The Issuer will do and/or continue to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all and every such further acts, deeds, conveyances, mortgages, assignments, transfers, financing statements, and assurances as the Trustee shall require, for the better assuring, conveying, pledging, confirming, and continuing unto the Trustee, all and singular the Trust Estate hereby pledged, conveyed, or assigned or intended so to be, or which the Issuer may be or may hereafter become bound to pledge, convey, or assign to the Trustee for carrying out the intention or facilitating the performance of the terms of this Indenture.

Section 707 Granting of Easements. Reference is made to the provisions of the Loan Agreement, including, without limitation, Section 8.06 of the Loan Agreement, whereby the Borrower may grant easements and take other action upon compliance with the terms and conditions of the Loan Agreement. The Trustee shall execute or confirm the grants or releases of easements, licenses, rights of way, and other rights and privileges permitted by Section 8.06 of the Loan Agreement upon compliance with the provisions of the Loan Agreement.

[End of Article VII]

ARTICLE VIII DISCHARGE OF LIEN

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provisions for payment made, to or for the owners of the Series 2025 Bonds the principal, interest, and premium, if any, due or to become due thereon at the times and in the manner stipulated therein and herein and shall pay or cause to be paid all fees and expenses of the Trustee and each paying agent due or to become due under this Indenture and if the Issuer shall keep, perform, and observe all and singular the covenants and promises in the Series 2025 Bonds and in this Indenture expressed as to be kept, performed, and observed by it or on its part, then this Indenture and these presents and the estate, lien, interests, and rights hereby created and granted shall cease, determine, terminate, and become null and void (except as to any surviving rights of registration, transfer, or exchange of Bonds herein provided for and except for the obligations under Section 604), and thereupon the Trustee cancel and discharge the lien and security interest of this Indenture and execute and deliver to the Issuer such instruments in writing as shall be requested by the Issuer and requisite to discharge and satisfy the lien and security interest hereof and convey to the Issuer the estate hereby conveyed and release, assign, and deliver to the Issuer any property at the time subject to the lien and security interest of this Indenture which may then be in its possession, except funds held by the Trustee for the payment of principal of, interest, and premium, if any, on the Series 2025 Bonds.

All Outstanding Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid and defeased within the meaning and with the effect expressed in the first paragraph of this Article with respect to payment of all Series 2025 Bonds Outstanding hereunder if, under circumstances which do not cause interest on any of the Series 2025 Bonds, the interest on which is excluded from the gross income of the owners thereof for federal income tax purposes, to become includable therein on said date, (i) there shall have been irrevocably deposited with the Trustee, in trust, pursuant to an escrow agreement either money in an amount which shall be sufficient, along with any other funds or investments held by the Trustee and available therefor, or direct obligations of the United States of America, or obligations unconditionally guaranteed by the United States of America (collectively, "Government Obligations") not redeemable by the Issuer, the principal of and interest on which when due, without reinvestment, will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or redemption price, if applicable, and interest due and to become due on said Series 2025 Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and an amount equal to the Trustee's and paying agents' necessary and proper fees, compensation, and expenses under this Indenture accrued and to accrue until such redemption date or date of maturity, (ii) in the event such Series 2025 Bonds are subject to immediate redemption, the Issuer shall have given the Trustee in form satisfactory to it irrevocable written instructions to give notice of redemption of such Series 2025 Bonds as provided in Section 306, (iii) in the event said Series 2025 Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Issuer shall have given the Trustee in form satisfactory to it irrevocable written instructions to (a) give notice of redemption of such Series 2025 Bonds as provided in Section 306 not less than 30 days prior to a date on which such Series 2025 Bonds are subject to redemption and (b) give, as soon as practicable in the same manner as a notice of redemption of such Series 2025 Bonds as provided in Section 306, a notice to the owners of such Series 2025 Bonds stating that the deposit required

by (i) above has been made with the Trustee, stating that said Series 2025 Bonds are deemed to have been paid in accordance with this Article, and stating such maturity or redemption dates upon which money are to be available for the payment of the principal of, premium, if any, and interest on such Series 2025 Bonds, (iv) there shall have been submitted to the Issuer and the Trustee an opinion of counsel experienced in matters of bankruptcy and insolvency and acceptable to them to the effect that the defeasance of the Series 2025 Bonds in accordance with this Article does not involve any preferential transfer within the meaning of United States Bankruptcy Code and the escrow deposit will not be treated as part of the bankruptcy estate of the Issuer or the Borrower in the event that the Issuer or Borrower becomes a "debtor" within the meaning of the United States Bankruptcy Code, (v) there shall have been submitted to the Issuer and the Trustee an opinion of a nationally recognized bond counsel that the Series 2025 Bonds have been legally defeased and are no longer secured by a pledge of and lien on the Trust Estate hereunder, and that such refunding and defeasance will not adversely impact the exclusion from gross income for federal income tax purposes of interest on the Series 2025 Bonds, (vi) there shall have been submitted to the Issuer and the Trustee a legal opinion as to the validity and enforceability of the escrow agreement required by (i) above, and (vii) there shall have been submitted to the Issuer, and the Trustee a report by a certified public accountant acceptable to the Issuer and the Trustee verifying that the principal and the interest paid on the Government Obligations is sufficient to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Series 2025 Bonds prior to the redemption date or maturity date thereof, as the case may be. Neither Government Obligations nor money deposited with the Trustee pursuant to this Section nor principal nor interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Series 2025 Bonds; provided, that to the extent permitted by the escrow agreement any cash received from such principal or interest payments on such Government Obligations deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, and interest to become due on said Series 2025 Bonds on and prior to such redemption date or maturity date thereof, as the case may be, and an amount equal to the Trustee's and paying agents' fees and expenses under this Indenture accrued and to accrue until such redemption date or date of maturity. The escrow agreement required by (i) above shall provide that the Issuer will not exercise any optional redemption of Bonds secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (a) the right to make any such redemption had been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds and (b) as a condition of any such redemption there shall be provided a verification report by a certified public accountant as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following such redemption.

The deposit required by (i) of the preceding paragraph may be made and the opinion required by (iv) of the preceding paragraph may be submitted with respect to any particular Series 2025 Bonds (whether upon or prior to the maturity or the redemption date of such Series 2025 Bonds), under circumstances which do not cause interest on any Series 2025 Bonds, the interest on which is excludable from the gross income of the owners thereof for federal income tax purposes, to become includable therein, in which case such Series 2025 Bonds shall no longer be deemed to be Outstanding and shall be deemed to be paid within the meaning of this

Article, and the owners of such Series 2025 Bonds shall be secured only by such deposit and not by any other part of the Security; provided, however, that if such Series 2025 Bonds are to be redeemed prior to the maturity thereof, the requirements of (ii) and (iii) of the preceding paragraph shall have been met with respect to such Series 2025 Bonds.

The release of property from the lien and security interest of this Indenture by the Trustee under the provisions of this Article shall operate and be effective as a full and complete discharge and satisfaction of the lien and security interest created by this Indenture as to the property described in such release and may be relied upon by the [Recorder of Deeds of Colorado] and its successors in office, without the production of the Series 2025 Bonds for endorsement thereon of such release, and such release shall be conclusive evidence that the property therein specifically described has been validly released from the lien and security interest of this Indenture, and any purchaser need not inquire as to the power or authority of the Trustee to give such release nor see to the application of any money in respect thereto.

Notwithstanding any provisions of any other Article of this Indenture which may be contrary to the provisions of this Article, all money or direct obligations of the United States of America set aside and held in trust pursuant to the provisions of this Article and for the payment of Series 2025 Bonds (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Series 2025 Bonds (including interest and premium thereon, if any) with respect to which such money or Government Obligations have been so set aside in trust.

Anything in Article XI to the contrary notwithstanding, if such money or Government Obligations have been deposited or set aside with the Trustee pursuant to this Article for the payment of Series 2025 Bonds and interest and premium thereon, if any, and such Series 2025 Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the owner of each Series 2025 Bond affected thereby.

[End of Article VIII]

ARTICLE IX
DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 901 Defaults; Events of Default. If any of the following events occur, subject to the provisions of Sections 910 and 911, it is hereby defined as and declared to be and to constitute a default and an "Event of Default":

(a) default in the due and punctual payment of any interest on any Series 2025A/B Bond;

(b) default in the due and punctual payment of the principal of any Series 2025A/B Bond (or premium thereon, if any), whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(c) the occurrence of an "Event of Default" under any of the Bond Documents;

(d) any breach by the Issuer of any representation or warranty made in this Indenture or default in the performance or observance of any other of the covenants, agreements, or conditions on the part of the Issuer in this Indenture or in the Series 2025A/B Bonds contained, subject to the provisions of Section 911;

(e) the issuance of an order of relief by the Bankruptcy Court of the United States District Court having valid jurisdiction, granting the Issuer relief under federal bankruptcy law, or the issuance by any other court having valid jurisdiction of an order or decree under applicable federal or state law providing for the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the Issuer or any substantial part of its property, affairs, or assets, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days; or

(f) the consent by the Issuer to the institution of proceedings in bankruptcy against it, or to the institution of any proceeding against it under any federal or state insolvency laws, or to the filing of any petition, application, or complaint seeking the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the Issuer or of any substantial part of its property, affairs, or assets.

Section 902 Acceleration. Subject to the provisions of Section 910, if an Event of Default specified in paragraphs (a) or (b) of Section 901 shall occur and be continuing, the Trustee shall, by notice in writing delivered to the Issuer, declare the principal of all Series 2025A/B Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. If an Event of Default specified in paragraphs (c), (d), (e), or (f) of Section 901 shall occur and be continuing, the Trustee may, and upon the written request of the owners of not less than 25% in aggregate principal amount of Series 2025A/B Bonds then Outstanding shall, by notice in writing delivered to the Issuer, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Upon any declaration of acceleration hereunder, or upon any Event of Default, the Issuer and the Trustee shall immediately declare all

installments of Loan Payments due under Section 5.02 of the Loan Agreement to become immediately due and payable in accordance with Section 10.02 of the Loan Agreement.

The above provisions of Sections 901 and 902, however, are subject to the condition that if, after the principal of all Series 2025A/B Bonds then Outstanding shall have been so declared to be due and payable, all arrears of interest upon such Series 2025A/B Bonds and the principal and redemption premium, if any, on all Series 2025A/B Bonds then Outstanding which shall have become due and payable otherwise than by acceleration, and all other sums payable under this Indenture, except the principal of and interest on the Series 2025A/B Bonds which by such declaration shall have become due and payable, shall have been paid by or on behalf of the Issuer, together with the reasonable expenses of the Trustee or of the owners of such Series 2025A/B Bonds, including reasonable attorneys' fees paid or incurred, and the Loan Agreement shall be in full force and effect, then and in every such case, the Trustee may annul such declaration of maturity and its consequences, which waiver and annulment shall be binding upon all Bondholders; but no such waiver, rescission, and annulment shall extend to or affect any subsequent default or impair or exhaust any right, power, or remedy consequent thereon. In the case of any such annulment, the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights under this Indenture.

Section 903 Other Remedies. Upon the occurrence of an Event of Default, the Trustee may exercise any rights, powers, or remedies it may have as a secured party under the Uniform Commercial Code of the State, or other similar laws in effect, and shall have the power to proceed with any available right or remedy granted by the Bond Documents or the laws of the State, as it may deem best, including any suit, action, mandamus, or special proceeding in equity or at law or in bankruptcy or otherwise for the collection of all amounts due and unpaid under the Bond Documents, for specific performance of any covenant or agreement contained herein or therein, or for the enforcement of any proper legal or equitable remedy as the Trustee shall deem most effective to protect the rights aforesaid, insofar as such may be authorized by law, and may enforce its right to the appointment of a receiver pursuant to Section 905. The Trustee, as the assignee of all of the right, title, and interest of the Issuer in and to the Loan Agreement (except for the Unassigned Rights), the Senior Note and the Mortgage, may enforce each and every right granted to the Issuer under the Loan Agreement (except for the Unassigned Rights), the Note and the Mortgage. Upon the occurrence of an Event of Default, the Trustee, in its own name and as trustee of an express trust, or in the name of the Issuer without the necessity of joining the Issuer, shall be entitled to institute any action or proceedings at law or in equity and may prosecute any such action or proceedings to judgment or final decree and may enforce any such judgment or final decree against any obligor thereon and collect in the manner provided by law, but limited as provided in the Bond Documents, out of the property of any obligor thereon wherever situated the money adjudged or decreed to be payable for the benefit of the Bondholders, or on behalf of the Issuer. The rights herein specified are to be cumulative to all other available rights, remedies, or powers and shall not exclude any such rights, remedies, or powers.

In case there shall be pending proceedings for the bankruptcy or for the reorganization of any obligor under the Loan Agreement under federal bankruptcy law or any other applicable law, or in the case a receiver or trustee shall have been appointed for the property of any such obligor, or in the case of any other judicial proceedings relative to any obligor under the Loan Agreement or relative to the creditors or property of any such obligor, the Trustee (irrespective of whether

the principal of the Series 2025A/B Bonds shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand pursuant to the power vested in it by this Indenture) shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee, its agents, attorneys, and counsel and for reimbursement of all expenses and liabilities incurred and all advances made by the Trustee except as a result of its gross negligence or bad faith) and the Bondholders allowed in any such judicial proceedings relative to the Borrower or any other obligor under the Loan Agreement, or relative to the creditors or property of the Borrower, or relative to any such other obligor, as the case may be, and to collect and receive any money or other property payable or deliverable on any such claims and to distribute all amounts received with respect to the claims of the Bondholders and of the Trustee on their behalf. Any receiver, assignee, or trustee in bankruptcy or reorganization is hereby authorized by each of the Bondholders to make payments to the Trustee and in the event that the Trustee shall consent to the making of payments directly to the Bondholders, to pay to the Trustee such amount as shall be sufficient to cover reasonable compensation to the Trustee, its agents, attorneys, and counsel and all other expenses and liabilities incurred and all advances made by the Trustee except as a result of its gross negligence or bad faith.

Section 904 Rights of Bondholders to Require Trustee to Pursue Remedies. If an Event of Default occurs and is continuing, and if requested so to do by owners of at least 25% of the aggregate principal amount of the Series 2025A/B Bonds then Outstanding, and if indemnified as provided in Section 1014, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section and by Sections 902 and 903 as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No lien, right, or remedy by the terms of this Indenture conferred upon or reserved or otherwise available to the Trustee or to the Bondholders is intended to be or shall be construed to be exclusive of any other available lien, right, or remedy, but each and every such lien, right, or remedy shall be cumulative and shall be in addition to any other lien, right, or remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power, or remedy accruing upon any default or Event of Default shall impair any such right, power, or remedy or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein, but every such right, power, or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon. The giving, taking, or enforcement of any other or additional security, collateral, or guaranty for the payment of the Series 2025A/B Bonds shall not operate to prejudice, waive, or affect the Security or any rights, powers, or remedies under this Indenture, nor shall the Trustee be required to first look to, enforce, or exhaust such other additional security, collateral, or guarantors.

Section 905 Appointment of Receivers. (a) If an Event of Default occurs and is continuing, a receivership may be necessary to protect the Security, whether before or after maturity of the Series 2025A/B Bonds, or at the time of or after the institution of suit to collect the principal of, premium (if any), or interest on the Series 2025A/B Bonds, or to enforce this Indenture; accordingly, the Trustee shall, as a matter of strict right and regardless of the value of the Security or of the solvency of any party bound for the payment of the Series 2025A/B Bonds, have the right to the appointment on application and notice to the Issuer and the Borrower, by any court having jurisdiction, of a receiver to take charge of, manage, preserve, protect, and operate the Security, to collect the revenues, rents, issues, profits, products, and income thereof, to make all necessary and needed repairs, to complete the construction of any improvements which have been undertaken but not completed, to pay all taxes and assessments against the Security and insurance premiums for insurance thereon, and after the payment of the expenses of the receivership, including reasonable attorneys' fees to the Trustee's attorney, and after compensation for management of the Security, to apply the net proceeds to pay the Series 2025A/B Bonds or in such manner as the court shall direct. All such expenses shall be secured by the lien of this Indenture until paid.

(b) Such receivership shall continue until the first to occur of full payment of the Series 2025A/B Bonds, title to the Project having passed by foreclosure sale under the Mortgage, or the Event of Default having been cured.

Section 906 Application of Money. Upon an Event of Default and if money held by the Trustee is insufficient to pay the principal of, premium, if any, and interest on the Series 2025A/B Bonds, all money received and held by the Trustee pursuant to this Indenture as Security (except for money held in the Bond Fund, which shall solely secure Series 2025A/B Bonds) and all money received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such money and of the expenses, liabilities, and advances incurred or made by the Trustee, be applied as follows:

(a) Unless the principal of all the Series 2025A/B Bonds shall have become or shall have been declared due and payable, all such money shall be applied:

FIRST - To the payment of the Ordinary Expenses and Extraordinary Expenses of the Trustee and the costs and compensation of any advances made by the Trustee, the Issuer, and any receiver and the reasonable attorneys' fees of the Trustee, the Issuer, or any receiver;

SECOND - To the payment to the Persons entitled thereto of all installments of interest then due on the Series 2025A/B Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

THIRD - To the payment to the Persons entitled thereto of the unpaid principal of and premium, if any, on any of the Series 2025A/B Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which money are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest at the same rate as the interest on such Bonds from the respective dates upon which they became due and, if the amount available shall not be sufficient to pay in full principal of, premium, if any, and interest on the Series 2025A/B Bonds due on any particular date, then to the payment ratably, according to the amount of the principal, interest, and premium, if any, due on such date, to the Persons entitled thereto without any discrimination or privilege;

FOURTH - To the payment of Operating Expenses of the Project for reasonable renewals, repairs, and replacements of the Project necessary to prevent impairment of the Security; and

FIFTH - To be held for the payment to the Bondholders entitled thereto as the same shall become due of the principal of, premium, if any, and interest on the Series 2025A/B Bonds which may thereafter become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full Series 2025A/B Bonds due on any particular date, together with interest and premium, if any, then due and owing thereon, payment shall be made ratably according to the amount of principal, premium, if any, and interest due on such date to the Bondholders entitled thereto without any discrimination or privilege.

(b) If the principal of all the Series 2025A/B Bonds shall have become due or shall have been declared due and payable, all such money shall be applied first to the payment to the items described in paragraph FIRST of the preceding subsection (a); then to Persons entitled thereto of the principal, premium, if any, and interest then due and unpaid upon the Series 2025A/B Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest or of any Series 2025A/B Bond over any other Series 2025A/B Bond, ratably, according to the amounts due respectively for principal, premium, if any, and interest, to the Persons entitled thereto without any discrimination or privilege; and then to the items described in paragraph THIRD of the preceding subsection (a).

(c) If the principal of all the Series 2025A/B Bonds shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then the money shall be applied in accordance with the provisions of paragraph (a) of this Section, subject to the provisions of paragraph (b) of this Section in the event that the principal of all the Series 2025A/B Bonds shall later become due or be declared due and payable.

When money is to be applied pursuant to the provisions of this Section, such money shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such money available for such application and the likelihood of additional money becoming available for such application in the future. When the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such money and of the fixing of any such date, but in accordance with the provisions of Section 208, and shall not be required to make payment to the owner of any Series 2025A/B Bond until such Series 2025A/B Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

When all principal of, premium, if any, and interest on all Series 2025A/B Bonds have been paid under the provisions of this Section 906 and whenever all fees, expenses, and charges of the Trustee and the Issuer shall have been paid, any amounts remaining hereunder shall be paid, transferred, and assigned to the Borrower, as provided in Section 12.06 of the Loan Agreement.

Section 907 Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Series 2025A/B Bonds may be enforced by the Trustee without the possession of any of the Series 2025A/B Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Series 2025A/B Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of the Outstanding Series 2025A/B Bonds.

Section 908 Limitations on Rights and Remedies of Bondholders. No Bondholder shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless: (i) a default has occurred of which the Trustee has been notified as provided in subsection (h) of Section 1001, or of which by said subsection it is deemed to have notice; (ii) such default shall have become an Event of Default; (iii) the owners of at least 25% in aggregate principal amount of Series 2025A/B Bonds then Outstanding shall have made written request to the Trustee and provided the indemnity required by Section 1014 and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit, or proceeding in its own name; and (iv) the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted or to institute such action, suit, or proceeding in its, his, or their own name or names. Such notification, request, and offer of opportunity and indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more owners of the Series 2025A/B Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the lien of this Indenture by its, his, or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had, and maintained in the manner herein provided and for

the equal and ratable benefit of the owners of all Series 2025A/B Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Series 2025A/B Bond at and after the maturity thereof or the obligation of the Issuer to pay the principal of, premium, if any, and interest on each of the Series 2025A/B Bonds issued hereunder to the respective owners thereof at the time, place, from the source, and in the manner in said Series 2025A/B Bonds expressed.

Section 909 Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Issuer, the Trustee, and the Bondholders shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue unimpaired as if no such proceedings had been taken.

Section 910 Waivers of Events of Default. The Trustee may waive any Event of Default hereunder and rescind its consequences and shall waive any Event of Default hereunder and its consequences and shall rescind any declaration of maturity of principal of and interest on the Series 2025A/B Bonds upon the written request of the owners of a majority in aggregate principal amount of all Bonds then Outstanding; provided, however, that there shall not be waived (i) any Event of Default in the payment of the principal of any Outstanding Series 2025A/B Bonds at the date of maturity specified therein or upon proceedings for redemption pursuant to any mandatory sinking fund payments required or (ii) any Event of Default in the payment when due of the interest or premium on any such Series 2025A/B Bonds, unless prior to such waiver or rescission the consent of the owners of 100% in aggregate principal amount of Series 2025A/B Bonds then Outstanding to such waiver shall have been obtained and all arrears of interest and all arrears of payments of principal or premium, if any, when due, with interest on such overdue amounts (to the extent permitted by law) at the rate borne by the Series 2025A/B Bonds, and all expenses of the Trustee in connection with such default, shall have been paid or provided for. In the case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely to the Trustee, then and in every such case the Issuer, the Trustee, and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default or impair any right consequent thereon. All waivers under this Indenture shall be in writing.

Section 911 Notice of Defaults; Opportunity of the Issuer and the Borrower to Cure Defaults. Anything herein to the contrary notwithstanding, no default under Section 901(d) shall constitute an Event of Default until actual written notice of such default by registered or certified mail shall be given by the Trustee or the owners of not less than 25% of the aggregate principal amount of Series 2025A/B Bonds then Outstanding to the Borrower and the Borrower and Issuer shall have had 30 days after receipt of such notice to correct said default or cause said default to be corrected and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if said default be such that it cannot with due diligence be cured within the applicable period but can be wholly cured within a period of time not materially detrimental to the rights of the Trustee, it shall not constitute an Event of

Default if corrective action is instituted by the Borrower or the Issuer, as the case may be, within the applicable period and diligently pursued until the default is corrected in accordance with and subject to any directions or limitations of time established by the Trustee.

With regard to any alleged default concerning which notice is given to the Borrower under the provisions of this Section 911, the Issuer hereby grants the Borrower full authority for the account of the Issuer to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

In addition, the Trustee shall give written notice of all other Events of Default by registered or certified mail to the Borrower; provided, however, such notice shall not be a condition precedent to the Trustee or the Bondholders exercising any right or remedy granted to them hereunder.

[Add Event of Default language for Subordinate Series 2025C Bonds]

[End of Article IX]

ARTICLE X THE TRUSTEE

Section 1001 Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, represents and covenants that it is fully empowered under applicable laws and regulations to accept said trusts, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. No implied covenants or duties shall be read into this Indenture against the Trustee. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, accountants, agents, receivers, or employees, and shall not be responsible for the acts of any attorneys, accountants, agents, or receivers appointed by it in good faith, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder and may in all cases pay such reasonable compensation to all such attorneys, accountants, agents, receivers, and employees as may be reasonably employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorneys approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action taken in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital other than contained herein (except in respect to the authentication certificate of the Trustee endorsed on the Series 2025 Bonds) or for insuring the property conveyed hereby or for collecting any insurance money or for the validity of the execution by the Issuer of this Indenture or any supplemental indentures hereto or instruments of further assurance or for the sufficiency of the Security for the Series 2025 Bonds issued hereunder or intended to be secured hereby or for the value or title of the property conveyed hereby or otherwise as to the maintenance of the Security hereof; except that in the event the Trustee enters into possession of a part or all of the property conveyed hereby pursuant to any provision of this Indenture, it shall use due diligence in preserving such property. The Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the Issuer or on the part of the Borrower under the Loan Agreement except as herein expressly set forth, but the Trustee may require of the Issuer or the Borrower full information and advice as to the agreements aforesaid and as to the condition of the property conveyed hereby. Except as otherwise provided in this Indenture, the Loan Agreement, or the Mortgage, the Trustee shall perform all of the duties or obligations of the Issuer under the Loan Agreement and

the Mortgage, but shall not be answerable for the performance of any such duty or obligation for other than its gross negligence or willful misconduct.

(d) The Trustee shall not be accountable for the use of the proceeds from the sale of the Series 2025 Bonds disbursed in accordance with the provisions of the Loan Agreement or this Indenture. The Trustee may become the owner of Series 2025 Bonds secured hereby with the same rights which it would have if not Trustee.

(e) The Trustee shall be protected in acting in good faith upon any notice, request, resolution, consent, certificate, order, affidavit, letter, telegram, or other paper or document, or oral communication or direction, reasonably believed to be genuine and correct and to have been signed or sent or given by the proper Person or Persons. The Trustee shall not unreasonably withhold its consent to, approval of, or action with respect to any reasonable request of the Issuer or the Borrower. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who at the time of making such request or giving such authority or consent is the owner of any Bond shall be conclusive and binding upon all future owners of the same Bond and of any Bond or Bonds issued in exchange therefor or upon transfer of or in place thereof.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper, or proceedings, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by the Authorized Issuer Representative or by its Chairman or Vice Chairman and attested by the Secretary or Assistant Secretary of the Issuer and upon a certificate signed on behalf of the Borrower by the Authorized Borrower Representative, as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction, or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Secretary or Assistant Secretary of the Issuer to the effect that a resolution in the form therein set forth has been adopted by the Governing Body of the Issuer as conclusive evidence that such a resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable with respect to any such permissive right for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except (i) failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Article V and (ii) failure by the Borrower to make any of the payments to the Trustee required to be made by Section 5.02 of the Loan Agreement, unless the Trustee shall be specifically notified in writing of such default by the Issuer, the Borrower, or by the owners of at least 25% in aggregate principal amount of all Series 2025 Bonds then Outstanding. All notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be

effective, be delivered at the corporate trust office of the Trustee in Denver, Colorado, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(i) The Trustee shall not be liable for any debts contracted or for damages to Persons or to personal property injured or damaged or for salaries or nonfulfillment of contracts related to the Project.

(j) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants, and representatives shall have the right, but shall not be required, to fully to inspect any and all of the Project, including all books, papers, and records of the Issuer pertaining to the Project and the Series 2025 Bonds, and to take such memoranda from and in regard thereto as may be desired, subject to the limitations imposed upon such rights of inspection pursuant to Section 8.02 of the Loan Agreement.

(k) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder or otherwise in respect of the premises hereof.

(l) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Series 2025 Bonds, the withdrawal of any cash, the release of any property, or the taking of any action whatsoever within the purview of this Indenture, the delivery of any showings, certificates, opinions, appraisals, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of any such action by the Trustee, deemed reasonably necessary for the purpose of establishing the right of the Issuer to the authentication of any Series 2025 Bonds, the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(m) All money received by the Trustee or any paying agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law or by this Indenture. Neither the Trustee nor any paying agent shall be under any liability for interest on any money received hereunder except such as may be agreed upon in writing.

(n) The Trustee may construe any provision hereof insofar as such may appear to it to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provision by the Trustee shall be binding upon the Bondholders and the Issuer.

(o) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the owners of 25% in aggregate principal amount of the Outstanding Series 2025 Bonds relating to the time,

method, and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Indenture.

(p) No provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, in its sole discretion, unless the Trustee shall be provided security or indemnity satisfactory to the Trustee in its sole discretion against such risk or liability.

Section 1002 Fees, Charges, and Expenses of the Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for Ordinary Services of the Trustee rendered hereunder, and all advances, attorneys' fees, and other Ordinary Expenses of the Trustee reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services of the Trustee, and in the event that it should become necessary that the Trustee perform Extraordinary Services of the Trustee, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary Extraordinary Expenses of the Trustee in connection therewith; provided, that if such Extraordinary Services of the Trustee or Extraordinary Expenses of the Trustee are occasioned by the gross negligence or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as bond registrar and paying agent for the Series 2025 Bonds as hereinabove provided.

Section 1003 Notice to Bondholders if Default Occurs. If a default occurs of which the Trustee is by subsection (h) of Section 1001 required to take notice or if notice of default is given as in said subsection (h) provided, the Trustee shall give such notice to the Borrower and the Issuer as is specified in Section 911 and such notice to the Borrower as is specified in Section 10.01 of the Loan Agreement and shall give written notice thereof by first-class mail, within 30 days (unless such default is cured or waived), to the owners of all Bonds then Outstanding shown by the registration books maintained by the Trustee pursuant to Section 207.

Section 1004 Intervention by the Trustee. The Trustee may intervene on behalf of Bondholders in any judicial proceeding to which the Issuer or the Borrower is a party and which, in the reasonable opinion of the Trustee and its counsel, has a substantial bearing on the interests of owners of the Series 2025 Bonds and shall do so if requested in writing by the owners of at least 25% in aggregate principal amount of all Bonds then Outstanding and the indemnity required by Section 1014 has been provided. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 1005 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell, lease, or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party, ipso facto, shall be and become successor trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, rights, obligations, duties, remedies, discretions, immunities, privileges, and all other matters as was its

predecessor, without the execution or filing of any instruments or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 1006 Resignation by the Trustee. The Trustee and any successor trustee may at any time resign from the trusts hereby created by giving 60 days written notice to the Issuer and the Borrower, and, by first-class (postage prepaid) mail, to each Bondholder shown on the registration records maintained pursuant to Section 207, and such resignation shall take effect at the appointment of a successor trustee pursuant to the provisions of Section 1008 and acceptance by the successor trustee of such trusts. Such notice to the Issuer and to the Borrower may be served personally or sent by registered mail. If no successor trustee shall have been so appointed pursuant to Section 1008 within 30 days after delivery of such notices, a temporary trustee may be appointed by the Issuer pursuant to Section 1008. In the event that no successor trustee is appointed and has accepted appointment within 60 days of the giving of written notice by the resigning trustee as aforesaid, the resigning trustee may petition any court of competent jurisdiction for the appointment of a successor trustee.

Section 1007 Removal of the Trustee. The Trustee may be removed at any time by the Issuer with an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by (1) the owners of a majority in aggregate principal amount of all Series 2025 Bonds then Outstanding or (2) so long as no Event of Default exists or is continuing, by the Borrower.

Section 1008 Appointment of Successor Trustee; Temporary Trustee. In case the Trustee hereunder shall (a) resign or be removed or (b) be dissolved or shall be in the course of dissolution or liquidation, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court or otherwise become incapable of acting hereunder, a successor may be appointed by an instrument executed and signed by the Chairman or Vice Chairman and attested by the Secretary or Assistant Secretary of the Issuer and, so long as no Event of Default exists and is continuing, executed by the Borrower; provided, that if a successor trustee is not so appointed within ten days after notice of resignation is mailed or an instrument of removal is delivered as provided under Sections 1006 and 1007, respectively, or within ten days of the Issuer's knowledge of any of the events specified in (b) hereinabove, then the owners of a majority in aggregate principal amount of Series 2025 Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by or on behalf of such owners, delivered personally or sent by registered mail to the Issuer and the Borrower, may designate a successor trustee. Until a successor trustee shall be appointed in the manner above provided, the Issuer, by resolution and upon written notice to the Borrower, shall appoint a temporary trustee to fill such vacancy, and any such temporary trustee so appointed by the Issuer shall immediately and without further act be superseded by the successor trustee so appointed by the Bondholders. Notice of the appointment of a successor trustee shall be given in the same manner as provided by Section 1006 with respect to the resignation of the Trustee. Every such successor trustee appointed pursuant to the provisions of this Section shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing within or outside the State, shall be eligible to serve as trustee, bond registrar, and paying agent under the Act, shall be duly authorized to exercise trust powers and subject to examination by federal or state authority, shall have a reported combined capital, surplus, and undivided profits

of not less than \$50,000,000, and shall be an institution willing, qualified, and able to accept the trusteeship upon the terms and conditions of this Indenture.

In case at any time the Trustee shall resign and no appointment of a successor trustee shall be made pursuant to the foregoing provisions of this Article prior to the date specified in the notice of resignation as the date when such resignation shall take effect, the owner of any Bond or the resigning Trustee may apply to any court of competent jurisdiction to appoint a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor trustee.

Section 1009 Concerning Any Successor Trustee. Every successor trustee appointed hereunder shall execute, acknowledge, and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, remedies, immunities, privileges, duties, and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, and upon payment of all amounts due such predecessor pursuant to Section 1002, execute and deliver an instrument transferring to such successor trustee all the estates, properties, obligations, duties, remedies, immunities, privileges, rights, powers, and trusts of such predecessor hereunder, and every predecessor trustee shall deliver all securities and money held by it as trustee hereunder to its successors, and every predecessor trustee shall deliver the registration books held by it as bond registrar hereunder to its successors. Should any instrument in writing from the Issuer be required by a successor trustee for more fully and certainly vesting in such successor the estates, trusts, rights, obligations, remedies, immunities, privileges, rights, powers, and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged, and delivered by the Issuer. The resignation of any trustee and the instrument or instruments removing any trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor trustee in each recording office where the Assignment or a financing statement relating to this Indenture shall have been filed or recorded, if any.

Section 1010 Right of the Trustee to Pay Insurance, Taxes and Other Charges. In case any tax, assessment, or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Loan Agreement and is not being contested pursuant to Section 6.03 of the Loan Agreement, the Trustee may pay such tax, assessment, or governmental or other charge, or insurance premium, without prejudice, however, to any rights of the Trustee or the Bondholders hereunder arising in consequence of such failure, and any amount at any time so paid under this Section or Section 6.08 of the Loan Agreement, with interest thereon from the date of payment at the prime rate of the Trustee plus 2% per annum, shall become an additional obligation secured by this Indenture and the same shall be given a preference in payment over any of the Series 2025 Bonds and shall be paid out of the revenues herein pledged to the payment of the Series 2025 Bonds if not otherwise caused to be paid, but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the owners of at least 25% in the aggregate principal amount of all Bonds then Outstanding and shall have been provided with adequate funds for the purpose of such payment.

Section 1011 Trustee Protected in Relying Upon Resolutions. The resolutions, opinions, certificates, and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection, and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 1012 Successor Trustee as Trustee of Funds and Accounts, as Paying Agent, and as Bond Registrar. In the event of a change in the office of trustee, the predecessor trustee which has resigned or has been removed shall cease to be trustee of the Bond Fund, the Project Fund, the Debt Service Reserve Fund, the Repair and Replacement Reserve Fund, the Rebate Fund, the Condemnation Fund, the Insurance Fund and any special trust funds hereunder created and shall cease to be paying agent for the payment of principal of and interest and premium, if any, on the Series 2025 Bonds and shall cease to be bond registrar, and the successor trustee as qualified under Section 1008 shall become such trustee, paying agent, and bond registrar.

Section 1013 Trust Estate May Be Vested in Separate Trustee or Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Bond Documents and in particular in case of the enforcement of either on an Event of Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights, or remedies herein granted to the Trustee or may not hold title to the Trust Estate, in trust, as herein granted, or may not take any other action which may be necessary or desirable in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate trustee or co-trustee. The following provisions of this Section 1013 are adopted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate trustee or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, duty, obligation, interest, security interest, and lien expressed or intended by this Indenture to be exercised by or vested in or granted or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate trustee or co-trustee but only to the extent necessary to enable such separate trustee or co-trustee to exercise such powers, rights, and remedies, and every covenant and obligation necessary to the exercise thereof by such separate trustee or co-trustee shall run to and be enforceable by either of them.

Should any deed, conveyance, or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties, and obligations, any and all such deeds, conveyances, and instruments in writing shall, on request, be executed, acknowledged, and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign, or be removed, all the estates, properties, rights, powers, trusts, duties, and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 1014 Indemnification of Trustee. Before taking any action under this Indenture at the direction or request of the Bondholders, the Trustee may, at the expense of the Bondholders, require that a satisfactory indemnity bond be furnished for reimbursement of all expenses it may incur and to protect it against all liabilities, except for liability which is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee by reason of any action so taken. Anything in this Indenture to the contrary notwithstanding, in no event shall the Trustee be liable for special, indirect or consequential loss or damage of any kind whatsoever (including, but not limited to, lost profits), even if the Trustee has been advised or such loss or damage and regardless of the form of action.

Section 1015 List of Bondholders. The Trustee shall keep on file a list of names and addresses of all owners of Series 2025 Bonds as may from time to time be shown on the registration books in the hands of the Trustee together with the principal amount and numbers of such Bonds. The Trustee shall be under no responsibility with regard to the accuracy of said list. Except as prohibited by the laws of the State, at reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Issuer or Bondholders (or a designated representative thereof), at the expense of the requesting party, of 15% or more in aggregate principal amount of Series 2025 Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Except as required by law, the Trustee will not release or disclose the content of the bond register to any Person other than to, or at the written request of, the above named Persons, except upon receipt of a subpoena or court order. Upon receipt of a subpoena or court order the Trustee will notify the Issuer so that the Issuer may contest the subpoena or court order.

[End of Article X]

ARTICLE XI
SUPPLEMENTAL INDENTURES

Section 1101 Supplemental Indentures Not Requiring Consent of Bondholders.

(a) The Issuer and the Trustee may, without the consent of or notice to any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(i) to cure any ambiguity or formal defect or omission in, or to correct or supplement any defective provision of, this Indenture,

(ii) to add to the covenants and agreements of, and limitations and restrictions upon, the Issuer in this Indenture other covenants, agreements, limitations, and restrictions to be observed by the Issuer for the protection of the Bondholders,

(iii) to evidence the appointment of a separate trustee or a co-trustee, or the succession of a new trustee (unless such successor is the result of a merger or corporate acquisition) or the appointment of a new or additional paying agent or bond registrar,

(iv) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, benefits, security, liabilities, duties, or authority that may lawfully be granted to or conferred or imposed upon the Bondholders or the Trustee or either of them,

(v) to subject to the lien and security interest of this Indenture additional revenues, properties, or collateral,

(vi) to modify, amend, or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Series 2025 Bonds for sale under the securities laws of any state, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions, and provisions as may be permitted by the Trust Indenture Act of 1939, as amended, or any similar federal statute,

(vii) to modify, amend, or supplement this Indenture in such manner to assure the continued exclusion from gross income of the owners thereof for federal income tax purposes of interest on any Series 2025A Bonds the interest on which is excludable from the gross income of the owners thereof for federal income tax purposes,

(viii) to reflect a change in applicable law provided that the Trustee shall have been provided with a favorable opinion of counsel that such supplemental indenture does not materially and adversely affect the rights of Bondholders, or

(ix) in connection with any other change herein which, in the opinion of counsel provided to the Trustee, does not prejudice or materially adversely affect the Bondholders or impair the Security.

(b) The Issuer and the Trustee shall, without the consent of or notice to any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture (i) to the extent necessary with respect to the land and interests in land, buildings, furnishings, machinery, equipment, and all other real and personal property which may form a part of the Project, so as to more precisely identify the same or to substitute or add additional land or interests in land, buildings, furnishings, machinery, equipment, or real or personal property as Security; or (ii) with respect to any changes required to be made in the description of the Security in order to conform with similar changes made in the Loan Agreement as permitted by Section 1201.

Section 1102 Supplemental Indentures Requiring Consent of Bondholders.

Exclusive of indentures supplemental hereto covered by Section 1101 and subject to the terms and provisions contained in this Section and in Section 913 hereof and not otherwise, the owners of not less than two-thirds (2/3) in aggregate principal amount of the Series 2025 Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, (a) an extension of the stated maturity or reduction in the principal amount of, or a reduction in the rate or an extension of the time of payment of interest on, or a reduction of any premium payable on the redemption of, any Bonds, without the consent of every owner of such Bonds; or (b) the creation of any lien or security interest (other than any Permitted Encumbrances) prior to or on a parity with the lien and security interest of this Indenture, without the consent of the owners of all the Series 2025 Bonds at the time Outstanding which would be affected by the action to be taken; or (c) a reduction in the amount, or an extension of the time of any payment, required by the mandatory redemption provisions of Section 304, without the consent of the owners of all the Series 2025 Bonds at the time Outstanding which would be affected by the action to be taken, or (d) a reduction in the aforesaid aggregate principal amount of Bonds the owners of which are required to consent to any such supplemental indenture, without the consent of the owners of all the Series 2025 Bonds at the time Outstanding which would be affected by the action to be taken; or (e) the modification of the trusts, powers, obligations, remedies, privileges, rights, duties, or immunities of the Trustee, without the written consent of the Trustee; or (f) a privilege or priority of any Bond or Bonds over any other Bond or Bonds; or (g) the release of or requirements for the release of this Indenture, without the consent of the owners of all the Series 2025 Bonds at the time Outstanding which would be affected by the action to be taken.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes allowed by this Section, the Trustee shall, upon being reasonably indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be given in substantially the manner provided in Section 306 with respect to redemption of Bonds. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Bondholders. If, within 60 days or such longer period as shall be reasonably prescribed by the Issuer following the giving of such notice, the owners of not less than two-thirds in aggregate principal amount of the Series 2025 Bonds Outstanding at the time

of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein or to the operation thereof or in any manner to question the propriety of the execution thereof or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith. The Trustee may require and rely upon an opinion of counsel as conclusive evidence that execution and delivery of a supplemental indenture has been effected in compliance with the provisions of this Article XI.

The Issuer may, but shall not be obligated to, fix a record date for the purpose of determining the Bondholders entitled to consent to any indenture supplemental hereto. If a record date is fixed, then those Persons who were Bondholders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to consent to such supplemental indenture or to revoke any consent previously given, whether or not such Persons continue to be Bondholders after such record date. No such consent shall be valid or effective for more than 90 days after such record date.

Anything herein to the contrary notwithstanding, if the Borrower is not in default under the Loan Agreement at such time, a supplemental indenture under this Article XI which affects any rights or obligations of the Borrower or which changes the priority or use of money under this Indenture shall not become effective unless and until the Borrower shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture, specifically referencing this Section 1102, together with a copy of such supplemental indenture, to be mailed by certified or registered mail to the Borrower at least 15 days prior to the proposed date of execution and delivery of any such supplemental indenture. The Borrower shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Borrower on or before 4:30 p.m., local time of the Trustee, on the 15th day after the mailing of such notice and a copy of the proposed supplemental indenture.

[End of Article XI]

ARTICLE XII AMENDMENT OF OTHER BOND DOCUMENTS

Section 1201 Amendments to Other Bond Documents Not Requiring Consent of Bondholders. The Issuer and the Trustee may, without the consent of or notice to the Bondholders, consent to any amendment, change, or modification of the Bond Documents other than the Indenture as may be required (i) by the provisions of the Loan Agreement and this Indenture, (ii) for the purpose of curing any ambiguity or curing, correcting or supplementing any defective or inconsistent provision contained therein, or in regard to matters or questions arising from a formal defect or omission therein, (iii) in connection with the land and interests in land, buildings, machinery, equipment, and other real or personal property described in this Indenture so as to identify more precisely the same or to substitute or add additional land or interests in land, buildings, machinery, equipment, or other real or personal property, (iv) so as to add additional rights acquired in accordance with the provisions of the Bond Documents, (v) to substitute a new borrower under the Loan Agreement as provided therein, or (vi) in connection with any other change therein which, in the judgment of the Trustee, does not prejudice the Trustee or materially adversely affect the owners of the Series 2025 Bonds.

Section 1202 Amendments to Other Bond Documents Requiring Consent of Bondholders. Except for the amendments, changes, or modifications as provided in Section 1201, neither the Issuer nor the Trustee shall consent to any other amendment, change, or modification of the Bond Documents other than the Indenture without giving notice to and obtaining the written approval or consent of the owners of not less than two-thirds (2/3) in aggregate principal amount of the Series 2025 Bonds at the time Outstanding given and procured as in Section 1102 provided; provided, however, that nothing in this Section or Section 1201 shall permit or be construed as permitting, (a) an extension of the time for payment of any amounts payable under the Loan Agreement or a reduction in the amount of any payment or in the total amount due under the Loan Agreement, without the consent of every owner of Bonds affected thereby or (b) a reduction in the aforesaid aggregate principal amount of Bonds the owners of which are required to consent to any such amendment, change, or modification of such other Bond Documents, without the consent of the owners of all the Series 2025 Bonds at the time Outstanding which would be affected by the action to be taken. If at any time the Issuer and the Borrower shall request the consent of the Trustee to any such proposed amendment, change, or modification of such other Bond Documents, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change, or modification to be given in the same manner as provided by Section 1102 with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change, or modification and shall state that copies of the instrument embodying the same are on file at the corporate trust office of the Trustee for inspection by all Bondholders. If, within 60 days or such longer period as shall be prescribed by the Issuer following the giving of such notice, the Trustee or the owners of not less than two-thirds (2/3) in aggregate principal amount of the Series 2025 Bonds Outstanding at the time of the execution of such proposed amendment, change, or modification shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein or to the operation thereof or in any manner to question the propriety of the execution thereof or to enjoin or restrain the Trustee from consenting to the execution thereof or to enjoin or restrain the Issuer or the Borrower from executing the same or

from taking any action pursuant to the provisions thereof. Upon the execution of any such amendment, change, or modification as in this Section permitted and provided, such other Bond Documents shall be and be deemed to be modified, changed, and amended in accordance therewith.

The Trustee shall be entitled to receive an opinion of counsel before consenting to an amendments to the Bond Documents pursuant to this Section.

[End of Article XII]

ARTICLE XIII MISCELLANEOUS

Section 1301 Consents of Bondholders. Any consent, request, direction, approval, waiver, objection, or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any consent, request, direction, approval, waiver, objection, or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) the fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction authorized by the laws thereof to take acknowledgments of deeds, certifying that the Person signing such instrument or writing acknowledged to him the execution thereof; where such execution is by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association, or partnership, such affidavit or certificate shall also constitute sufficient proof of his authority;

(b) the fact of ownership of Bonds and the amount or amounts, numbers, other identification of such Bonds, and the date of ownership shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 207 and the fact of ownership of the Series 2025 Bonds may be established by the Trustee on a record date to be set by the Trustee which shall not be more than fifteen days from the date of any action taken with regard to such Bondholder request or instrument;

(c) any request, consent, or vote of the owner of any Bond shall bind every future owner of the same Bond and the owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Issuer in pursuance of such request, consent, or vote; and

(d) in determining whether the owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent, or waiver under this Indenture, Bonds which are owned by the Issuer, by the Borrower, or by any other obligor under the Loan Agreement or on the Series 2025 Bonds, or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer, the Borrower, or any other obligor under the Loan Agreement or on the Series 2025 Bonds, shall be disregarded and deemed not to be outstanding for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent, or waiver, but only Bonds which the Trustee actually knows to be so owned shall be disregarded; Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section 1301 if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a Person directly or indirectly controlling or controlled

by or under direct or indirect common control with the Issuer, the Borrower, or any other obligor under the Loan Agreement or on the Series 2025 Bonds; in case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

Section 1302 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Series 2025 Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Borrower and the owners of the Series 2025 Bonds any legal or equitable right, remedy, or claim under or in respect to this Indenture, or any covenants, conditions, and provisions herein contained. This Indenture and all of the covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto, the Borrower and the owners of the Series 2025 Bonds herein provided for.

Section 1303 Severability. If any provision of this Indenture shall be held or be deemed to be or shall, in fact, be illegal, invalid, inoperative, or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained illegal, invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, or sections in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section 1304 Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, postage prepaid, return receipt requested or shall be sufficiently given and deemed given when dispatched by telegram when telegraphic notice is permitted by the express provisions of this Indenture, addressed as follows:

If to the Issuer: City of Rifle
202 Railroad Avenue
Rifle, Colorado 81650
Attention: _____
Email: _____

If to the Borrower: Habitat for Humanity Roaring Fort Valley
53 Calaway Court
Glenwood Springs, Colorado 81601
Attention: Gail Schwartz, President/CEO
Email: gails@habitatroaringfork.org

If to the Trustee: U.S. Bank Trust Company, National Association
950 17th Street
Denver, Colorado 80202
Attention: Jennifer Petruno, Vice President
Email: jennifer.petruno@usbank.com

A duplicate copy of each notice, certificate, or other communication given hereunder shall also be given to the Trustee. Any party named in this Section 1304 may, by notice given to all parties to this Indenture and the Loan Agreement, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent.

Section 1305 Payments Due on Saturdays, Sundays, and Holidays. In any case where the date of maturity of interest on or principal of any Bonds or the date fixed for redemption of any Bonds shall be, in the location of the corporate trust office of the Trustee, a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized by law to close, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday, legal holiday, or day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 1306 Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1307 Laws Governing Indenture. The effect and meanings of this Indenture and the rights of all parties hereunder shall be governed by and construed according to the laws of the State, exclusive of such State's rules regarding choice of law.

Section 1308 No Liability of Issuer's Officers. No personal recourse under or upon any obligation, covenant, or agreement contained in this Indenture or in the Series 2025 Bonds or for any claim based thereon, or under any judgment obtained against the Issuer, or by the enforcement of any assessment or penalty or otherwise or by any legal or equitable proceeding by virtue of any constitution, rule of law or equity, or statute or otherwise or under any other circumstances, under or independent of this Indenture, shall be had against any incorporator, member, director, or officer, as such, past, present, or future, of the Issuer, or any incorporator, member, director, or officer of any successor corporation, as such, either directly or through the Issuer or any successor corporation, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the Trustee as trustee for the Bondholders or otherwise, of any sum that may be due and unpaid by the Issuer upon the Series 2025 Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director, or officer, as such, to respond by reason of any act or omission on his part or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the Trustee as trustee for the Bondholders or otherwise, of any sum that may remain due and unpaid upon the Series 2025 Bonds, is hereby expressly waived and released as a condition of and in consideration for the execution of this

Indenture and the issuance of the Series 2025 Bonds. There shall be no other recourse under the Series 2025 Bonds, this Indenture or otherwise against the Issuer or any other property now or hereafter owned by it and, upon entry of any judgment, the judgment creditor or creditors shall request the Prothonotary (or any successor official) to mark the judgment index accordingly.

[End of Article XIII]

SIGNATURES FOR TRUST INDENTURE

IN WITNESS WHEREOF, the Issuer has executed this Indenture by causing its name to be hereunto subscribed by its Mayor and attested by its City Clerk; and the Trustee has executed this Indenture by causing its name to be hereunto subscribed by its Authorized Officer, all being done as of the day and year first above written.

CITY OF RIFLE, COLORADO

By: _____
Name: _____
Title: Mayor

ATTEST:

City Clerk

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss:
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me as of the ____ day of _____, 2025, by _____ as Mayor of the City of Rifle, Colorado.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

[SEAL]

My Commission Expires: _____.

STATE OF COLORADO)
) ss:
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me as of the ____ day of _____, 2025, by _____ as City Clerk of the City of Rifle, Colorado.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

[SEAL]

My Commission Expires: _____.

STATE OF COLORADO)
) ss:
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me as of the ____ day of _____, 2025, by _____ as _____ of U.S. Bank Trust Company, National Association.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

[SEAL]

My Commission Expires: _____.

EXHIBIT A
FORMS OF SERIES 2025 BONDS

[To be provided]

EXHIBIT B
FORM OF INVESTOR LETTER

Date: _____

City of Rifle
202 Railroad Avenue
Rifle, Colorado 81650

U.S. Bank Trust Company, National Association
950 17th Street
Denver, Colorado 80202

D.A. Davidson & Co.
1550 Market St. #300
Denver, CO 80202

Re: [City of Rifle Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Series 2025A] [AND/OR] [City of Rifle Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Taxable Series 2025B] [AND/OR] [City of Rifle Subordinate Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Taxable Series 2025C] (the "Bonds")

Ladies and Gentlemen:

The undersigned on behalf of [] [being the initial purchaser] [OR] [not on its own behalf but in its capacity as investment advisor to the [Name(s) of Fund(s)] identified opposite its signature hereto] as purchaser of that portion of the above-captioned Bonds as set forth opposite its signature hereto (the "Purchaser"), in connection with the purchase of the Bonds by the Purchaser, hereby makes the following representations and warranties upon which you are authorized to rely.

Capitalized terms used herein shall have the meanings given to them in the Indenture of Trust dated as of [February] 1, 2025 (the "Indenture"), between the City of Rifle, Colorado (the "Issuer") and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), or the Loan Agreement dated as of [February] 1, 2025 (the "Loan Agreement"), between the Issuer and Habitat Roaring Fork Valley, Inc., a Colorado nonprofit corporation (the "Borrower"), each relating to the Bonds.

The Purchaser states that: (a) it is (i) an Accredited Investor as defined in Rules 215 and 501(a) of Regulation D, promulgated under the Securities Act of 1933, as amended (the "1933 Act"); or (ii) a Qualified Institutional Buyer as defined in Rule 144A under the Securities Act.

The Purchaser understands that the Bonds have not been registered under the 1933 Act, or the securities laws of any state, and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser as set forth herein.

The Purchaser has sufficient knowledge and experience in financial and business matters in general, including the purchase and ownership of taxable or tax-exempt obligations such as the Bonds in particular, and is capable of evaluating the merits and risks involved in its purchase of the Bonds. The Purchaser is able to bear the economic risk of, and an entire loss of, its investment in the Bonds and understands that it may be required to bear the risks of an investment in the Bonds for an indefinite time, since any sale prior to maturity may not be possible.

The Purchaser acknowledges that it has been provided a copy of the Preliminary Limited Offering Memorandum dated [____], 2025 (the "Preliminary Limited Offering Memorandum") and the Limited Offering Memorandum dated [the date of sale] with respect to the Bonds (the "Limited Offering Memorandum"), and that it has either been supplied with or been given access to information which it deemed significant in making its investment decision, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Project, the Borrower, the Indenture, the Loan Agreement, the Ground Lease, the Mortgage, the Bonds and the security therefor so that the Purchaser has been able to make its decision to purchase the Bonds.

The Purchaser understands that the Bonds involve a high degree of risk. The Purchaser has obtained all information requested by it in connection with the issuance of the Bonds as it regards necessary to evaluate all merits and risks of its investment in the Bonds. The Purchaser has reviewed the documents executed in conjunction with the issuance of the Bonds, including, without limitation, the Indenture and the Loan Agreement.

THE PURCHASER ACKNOWLEDGES THAT THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES AND OTHER FUNDS PROVIDED IN THE INDENTURE (CONSISTING PRIMARILY OF THE LOAN PAYMENTS TO BE MADE BY THE BORROWER UNDER THE LOAN AGREEMENT), AND THE ISSUER SHALL NOT BE DIRECTLY OR INDIRECTLY OR CONTINGENTLY OR MORALLY OBLIGATED TO USE ANY OTHER MONEYS OR ASSETS OF THE ISSUER FOR ALL OR ANY PORTION OF PRINCIPAL OF, AND INTEREST, ON THE BONDS.

The Purchaser understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the Issuer, the State of Colorado or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the faith and credit of the Issuer, the State of Colorado or any political subdivision thereof; that no right will exist to have taxes levied by the State of Colorado or any

political subdivision thereof for the payment of principal and interest on the Bonds; and that the liability of the Issuer with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

In entering into this transaction, the Purchaser has not relied upon any representations or opinions of the Issuer or the Trustee relating to the legal consequences or other aspects of its investment in the Bonds, nor has it looked to, nor expected, the Issuer to undertake or require any credit investigation or due diligence reviews relating to the Borrower, the Project (including the financing or management thereof), or any other matter pertaining to the merits or risks of the transactions contemplated by the Indenture or the Loan Agreement or the adequacy of the funds pledged to the Trustee to secure repayment of the Bonds.

The Purchaser acknowledges and understands that the Bonds (i) are not registered under the 1933 Act and that the Indenture has not been registered under the Trust Indenture Act of 1939 and that such registration is not legally required as of the date hereof; (ii) have not been and will not be registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any jurisdiction; (iii) will not be listed on any stock or other securities exchange; (iv) will carry no rating from any rating service; and (v) may not be readily marketable.

Neither the Trustee, Bond Counsel, the Issuer, its governing body, or any of its employees, counsel or agents will have any responsibility to the Purchaser for the accuracy or completeness of information obtained by the Purchaser from any source regarding the Borrower or its financial condition or regarding the Bonds, the provision for payment thereof, or the sufficiency of any security therefor. Except for the information contained under the captions "INTRODUCTION—The Issuer," "THE ISSUER" and "ABSENCE OF MATERIAL LITIGATION—The Issuer" in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum, no written information has been provided by the Issuer to the Purchaser with respect to the Bonds.

The Purchaser is purchasing the Bonds solely for its own account (or an account of an affiliate or funds on behalf of whom it acts as a registered investment advisor) for investment purposes and has no present intention to resell or distribute all or any portion of, or interest in, the Bonds other than to an affiliate of the Purchaser (in which case the Purchaser is executing this Investor Letter on behalf of the affiliate as well as itself); provided that the Purchaser reserves the right to transfer or dispose of the Bonds at any time, and from time to time, in its complete and sole discretion, subject, however, to the restrictions described in paragraphs 1 and 12 of this letter.

The Purchaser agrees that it will only offer, sell, pledge, transfer or exchange the Bonds (or any legal or beneficial interest therein) in Authorized Denominations, and then only to another Qualified Institutional Buyer or Accredited Investor (as defined in paragraph 1 of this letter) and in accordance with (i) an applicable exemption from the registration requirements of Section 5 of the 1933 Act; (ii) any applicable state securities laws; and (iii) the transfer restrictions set forth in the Indenture.

No party other than the addressees hereto is entitled to rely on the representations and acknowledgments contained in this letter. Without limiting the generality of the foregoing,

nothing in this letter will be deemed to relieve any party of its obligations under any federal or state securities laws.

The signatory hereof is a duly appointed, qualified and acting representative of the Purchaser with the authority to make the representations and acknowledgements contained herein on behalf of the Purchaser, and is authorized to execute and deliver this letter on behalf of the Purchaser.

\$ _____
Par Amount of the Bonds purchased

[NAME OF PURCHASER][, not on its own
behalf but in its capacity as investment advisor
to the [INSERT NAME[S] OF FUND(S)
ABOVE SIGNATURE LINE]

By: _____ N

[Signature Page to Investor Letter]

CITY OF RIFLE, COLORADO
as Issuer

and

HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC.
as Borrower

LOAN AGREEMENT

Dated as of February 1, 2025

THE RIGHTS AND INTEREST OF THE CITY OF RIFLE, COLORADO IN THIS LOAN AGREEMENT AND THE REVENUES AND RECEIPTS DERIVED THEREFROM, EXCEPT FOR ITS UNASSIGNED RIGHTS, AS DEFINED HEREIN, HAVE BEEN ASSIGNED AND ARE THE SUBJECT OF A GRANT OF A SECURITY INTEREST TO U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE, UNDER AN INDENTURE OF TRUST DATED AS OF FEBRUARY 1, 2025.

**LOAN AGREEMENT
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and is only for convenience of reference.)

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EXHIBIT B - PROMISSORY NOTES

EXHIBIT C - FORM OF PROJECT FUND REQUISITION

EXHIBIT D - FORM OF REPAIR AND REPLACEMENT RESERVE FUND REQUISITION

LOAN AGREEMENT

PARTIES AND RECITALS

This LOAN AGREEMENT, dated as of February 1, 2025, is by and between the CITY OF RIFLE, COLORADO, a home-rule city and municipal corporation of the State of Colorado (the "Issuer"), and HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY INC., a Colorado nonprofit corporation (the "Borrower").

WITNESSETH:

IN CONSIDERATION OF the respective representations and agreements hereinafter contained, the parties hereto agree as follows, provided, that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall not constitute a general obligation of the Issuer but shall be payable solely out of the revenues, receipts, and other payments derived from this Loan Agreement, the Indenture, and the sale of the Series 2025A/B Bonds and the Subordinate Series 2025C Bonds referred to in Section 1.01 hereof and insurance proceeds, foreclosure proceeds, proceeds from released property, and condemnation awards as herein provided, and the Series 2025A/B Bonds and the Subordinate Series 2025C Bonds, the premium, if any, and the interest thereon shall never constitute the debt or indebtedness of the Issuer, the State or any political subdivision thereof within the meaning of any provision or limitation of the State Constitution or statutes, shall not constitute nor give rise to a pecuniary liability of the Issuer, the State or any political subdivision thereof or a charge against their general credit or taxing power and shall not constitute a "multiple fiscal year direct or indirect debt or other financial obligation" of the Issuer under Article X, Section 20 of the State Constitution.

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01 Definitions. Certain words and terms used in this Loan Agreement are defined herein. When used herein, such words and terms shall have the meanings given to them by the language employed in this Article I defining such words and terms, unless the context clearly indicates otherwise. In addition to the words and terms defined elsewhere herein, the following words and terms are defined terms under this Loan Agreement:

"Accountants" means a firm of independent certified public accountants (which may be the accountant or firm of accountants regularly retained by the Borrower) reasonably acceptable to the Issuer.

"Accredited Investor" means an individual or company which qualifies as an "accredited investor" under Rules 215 and 501(a) of Regulation D, promulgated under the Securities Act of 1933.

"Act" means the County and Municipality Development Revenue Bond Act, constituting Article 3, Title 29, Colorado Revised Statutes, as amended.

"Additional Bonds" means bonds issued by the Issuer pursuant to the Indenture in addition to the Bonds for the purposes set forth in Section 4.03.

"Additional Loan Payments" means the additional loan payments specified in Section 5.02(b).

"Additional Notes" means additional Notes which may be issued by the Borrower to evidence its obligation to repay the loan of the proceeds of any Additional Bonds.

"Additions or Alterations" means extraordinary modifications, repairs, renewals, improvements, replacements, alterations, additions, enlargements, or expansions in, on, or to the Project, including any and all machinery, furnishings, and equipment therefor.

"Administrative Expense Fund" means the fund created in Section 501 of the Indenture and referred to herein.

"Affiliate" means any Person directly or indirectly controlling, controlled by, or under common control with another Person or any Person controlling 10% or more of the voting securities of such Person or any officer, director, or partner of such Person and if such Person is an officer, director, or partner, any entity for which such Person acts in any such capacity.

"Annual Budget" for any period means the Annual Budget prepared and presented by the Borrower to the Trustee, stating that (i) the Gross Revenues in such Annual Budget exceed the Operating Expenses in such Annual Budget covered by such Annual Budget and (ii) the Fixed Charges Coverage Ratio of such Annual Budget shall equal at least 1.20. Any Annual Budget may be amended by the Borrower, which amendment shall be provided to the Trustee, and shall be and remain the Annual Budget, provided that the Gross Revenues in such Annual Budget as amended exceed or equal the expenses and payments in such Annual Budget as amended by each month covered by such Annual Budget as amended. An Annual Budget shall in no event cover any period in excess of one Fiscal Year.

"Arbitrage Calculator" means any nationally recognized bond counsel, nationally recognized firm of certified public accountants, or other firm acceptable to the Issuer which is knowledgeable in making the calculations required by section 148(f) of the Code, appointed by the Borrower pursuant to Section 4.11 hereof to make the calculations required by section 148(f) of the Code and any Regulations proposed or promulgated in connection therewith.

"Arbitrage Calculator Fee" means the fees charged by the Arbitrage Calculator, such fees to be for the calculation of rebate due, if any, on _____, 2026, and every five years thereafter so long as rebate calculations need to be made.

"Assignment of Construction Contracts" means that certain Assignment of Construction Contracts dated even date herewith between the Borrower and the Trustee and collaterally assigning all of the Borrower's right, title and interest under the Construction Contracts and a contract with the architect for the Facility, as each may be amended or supplemented from time to time.

"Audit Report" means an audit report resulting from an audit conducted by Accountants in conformity with generally accepted auditing standards applied on a consistent basis.

"Authorized Borrower Representative" means the individual at the time designated to act on behalf of the Borrower by written certificate furnished to the Issuer and the Trustee, containing the specimen signature of such individual and signed on behalf of the Borrower by the President or Vice President of the Borrower. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

"Authorized Denominations" means \$100,000 or any multiple of \$5,000 in excess of \$100,000, or as otherwise authorized in Section 204 of the Indenture.

"Authorized Issuer Representative" means the individual at the time designated to act on behalf of the Issuer by written certificate furnished to the Borrower and the Trustee, containing the specimen signature of such individual and signed on behalf of the Issuer by the Mayor of the Issuer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

"Bond Counsel" means an attorney at law or a firm of attorneys, acceptable to the Issuer and the Trustee of nationally recognized standing in matters pertaining to the issuance of tax-exempt bonds by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America, or the District of Columbia.

"Bond Documents" means, collectively, this Loan Agreement, the Indenture, the Notes, the Mortgage, the Tax Compliance Agreement and the Deposit Account Control Agreement and all other agreements, certificates, and documents executed from time to time in connection with the issuance, offering, sale, and delivery of the Series 2025 Bonds.

"Bond Fund" means the fund created in Section 501 of the Indenture and referred to herein.

"Bondholders" means the Persons in whose names any of the Bonds are registered on the books kept and maintained by the Trustee as bond registrar.

"Bond Ordinance" means the ordinance enacted by the Governing Body of the Issuer authorizing the issuance and sale of the Bonds and the security therefor.

"Bond Year" means the twelve-month calendar year.

"Bonds" means collectively the Series 2025A Bonds, the Series 2025B Bonds and the Subordinate Series 2025C Bonds.

"Borrower" means Habitat for Humanity of the Roaring Fork Valley, Inc., a Colorado nonprofit corporation, and its successors and assigns.

"Building" means each of those certain buildings and all other facilities and improvements constituting part of the Project and not constituting part of the Equipment which are or will be located on the Project Site.

"Charter" means the home rule charter of the Issuer.

"Closing Date" means the date of issuance of the Bonds.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Completion Certificate" means a certificate of completion of the Project as described in Section 4.02 hereof.

"Completion Date" means _____, 202__ or such later date approved in writing by the Consulting Architect.

"Completion of the Facility" means the occurrence of the satisfaction of each of the following conditions: (a) receipt by the Trustee of a certificate of substantial completion issued by the Consulting Architect certifying that the Facility has been completed in substantial accordance with the Plans and Specifications; (b) receipt by the Trustee of a certification from the Borrower, prepared by the Construction Monitor and in form and substance reasonably acceptable to the Trustee certifying that the Facility has been completed in substantial accordance with the Plans and Specifications and in compliance with all governmental requirements and restrictive covenants, if any, affecting the Project Site, free and clear of liens or claims for liens for material supplied or for labor or services performed in connection with the construction of the Facility; and (c) receipt by the Trustee of certified copies of certificates of occupancy for each Building comprising any portion of the Project which certificates shall permit the unconditional occupancy of each of such Buildings.

"Condemnation Fund" means the fund created in Section 501 of the Indenture and referred to in Section 7.02 hereof.

"Construction Account" means that account of the Project Fund described in Section 501 of the Indenture.

"Construction Budget" means the Construction Budget for the Project attached as an exhibit to the Construction Contract.

"Construction Contract" means the Construction Contract between the Borrower and the Contractor relating to construction aspects of the construction, furnishing and equipping of the Project.

"Construction Costs Requisition" means a requisition to pay Project Costs, substantially in the form attached hereto as Exhibit C.

"Construction Default" means the occurrence of any of the following:

(a) The construction of the Facility shall be, at any time, (i) discontinued due to acts or matters within the Borrower's control for a period of thirty (30) or more consecutive days, or (ii) not completed by the Completion Date, subject to extension for delay not within the reasonable control of the Borrower.

(b) The Borrower shall be unable to satisfy any condition of the Borrower's right to receive a disbursement from the Project Fund hereunder for a period in excess of thirty (30) days after Trustee's refusal to approve any further Construction Costs Requisition.

(c) The Borrower shall have executed any conditional bill of sale, chattel mortgage or other security instrument covering any materials, fixtures or articles intended to be incorporated in the Project or the appurtenances thereto, or covering articles of personal property placed in the Facility, or if any of such materials, fixtures or articles shall not have been purchased in such a manner that the ownership thereof vests unconditionally (except for any amounts owing by Borrower as a result of funds retained by Borrower) in Borrower, free from encumbrances other than Permitted Encumbrances, or if Borrower shall not produce to the Trustee upon reasonable demand the contracts, bills of sale, statements, receipted vouchers or agreements, or any of them, under which Borrower claims title to such materials, fixtures and articles.

(d) Any levy, attachment or garnishment shall be issued, or any lien for the performance of work or the supply of materials shall be filed, against any material part of the Project and remain unsatisfied or unbonded, provided the Trustee shall not have consented to such contest, following the earlier of (i) fifteen (15) days after the date of filing thereof or (ii) the requesting by the Borrower of a disbursement from the Project Fund.

(e) The Borrower shall sell, lease (other than leases in the ordinary course), exchange, assign, convey, transfer, or otherwise disposes of all or any material portion of the Project.

"Construction Documents" means the Construction Contract; the Plans and Specifications; the agreement with the Consulting Architect; any necessary permits for construction of the Facility; contracts with any architects, engineers or consultants hired by the Borrower in connection with the Project; performance and payment bonds with respect to the Project; and any and all other documents executed by or furnished to the Borrower in connection with the acquisition, construction, equipping or installation of the Project.

"Construction Monitor" means the Consulting Architect.

"Construction Monitor Agreement" means the [agreement] among the Construction Monitor, the Borrower and the Trustee dated as of _____, 2025, as it may be amended or supplemented from time to time.

"Consulting Architect" means EV Studio LLC, or such other architect or architectural firm at the time employed by the Borrower and designated to act on behalf of

the Borrower by written certificate furnished to the Trustee, containing the signature of such Person or the signature of a partner or officer of such firm, and signed on behalf of the Borrower by an Authorized Borrower Representative. The Consulting Architect shall be registered and qualified to practice under the laws of the State and shall certify in each request for disbursement from the Project Fund that the work has been completed in accordance with the Plans and Specifications and the Construction Budget.

"Continuing Disclosure Agreement" means the continuing disclosure agreement to be entered on the Closing Date by the Borrower substantially in the form attached to the Limited Offering Memorandum.

"Contractor" means Decatur Wilkie Inc. or any other Person with whom the Borrower contracts for the construction of the Project or any portion thereof.

"Debt Service Reserve Fund" means the fund created in Section 501 of the Indenture and referred to herein.

"Debt Service Reserve Requirement" means an amount equal to the lesser of: (a) the maximum annual debt service on the Outstanding Bonds, (b) ten percent (10%) of the initial principal amount of the Bonds, or (c) one hundred twenty five percent (125%) of the average annual debt service on the Outstanding Bonds.

"Deposit Account Control Agreement" means the agreement entered among the Borrower, the Depository Bank and the Trustee in connection with the issuance of the Bonds under which the Borrower grants a security interest to the Trustee in the deposit account representing the Operating Expense Fund in the event of a default under Sections ___ and ___ of the Indenture or a failure to meet the Fixed Charges Coverage Ratio for two successive years.

"Depository Bank" means Alpine Banks of Colorado, with which the Operating Expense Fund will be established as a deposit account.

"Equipment" means the furniture, furnishings, equipment, machinery, furnishings, and other personal property, and all replacements, substitutions, and additions thereto used in connection with the operation and use of the Premises which is not permanently affixed to the Facilities.

"Engineer" means the firm, entity or any other Person with whom the Borrower contracts for engineering services in connection with the development, construction and completion of the Facility or any portion thereof, subject to the approval of the Trustee.

"Event of Default" means the events specified in Section 10.01 of this Loan Agreement.

"Examination Report" means an examination report resulting from an examination conducted by Accountants in conformity with generally accepted standards applied on a consistent basis for accountants' services on prospective financial information pertaining to the Borrower or the Project.

"Extraordinary Services of the Trustee" and "Extraordinary Expenses of the Trustee" mean all services rendered and all expenses incurred by the Trustee under the Indenture, including reasonable counsel fees, other than Ordinary Services of the Trustee and Ordinary Expenses of the Trustee.

"Facility" means the 65,000 square foot modular housing production facility to be located wholly within the boundaries of the Project Site, including any and all improvements made thereto from time to time.

"Financial Consultant" means a firm of Accountants or consultants, knowledgeable in the operation and financial affairs of housing manufacturing facilities and not in the full-time employment of the Borrower or the Issuer, which is to be retained by the Borrower to make reports with respect to rates, fees, charges, services, and operations and to provide other functions and duties provided for in this Loan Agreement.

"Fiscal Year" means any period of 12 consecutive months adopted by the Borrower as its fiscal year for financial reporting purposes and shall initially mean the period beginning on August 1 of each calendar year and ending on July 31 of the following calendar year.

"Fitch" means Fitch, Inc., doing business as Fitch Ratings.

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual or legal obligations (those obligations which extend for a period greater than one year), including, but not limited to, (i) interest on Long-Term Indebtedness, (ii) payments under long-term leases, and (iii) scheduled payments of principal on Long-Term Indebtedness of the Borrower, but specifically excluding any payments into the Repair and Replacement Reserve Fund and any payments of principal or interest on the Subordinate Series 2025C Bonds.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Net Revenue Available for Fixed Charges to Fixed Charges calculated on a cash basis.

"Governing Body" means the City Council of the Issuer.

"Governmental Obligations" means negotiable direct obligations of, or obligations the timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States Government.

"Gross Proceeds" includes any of the following: (i) the proceeds (less the amount to pay Issuance Costs) received by the Issuer on the Closing Date from the sale of the Bonds; (ii) all amounts earned from investment of any proceeds of the Bonds, including amounts received in connection with this Loan Agreement; (iii) amounts held in the Bond Fund, any other debt service fund, or any similar fund, to the extent that the Issuer or the Borrower reasonably expects to use such fund to pay debt service; (iv) amounts invested in a "reasonably required reserve or replacement fund," as such term is defined in section 148(d) of the Code and Section 1.148-2(f) of the Regulations (or any comparable provision

applicable to the Bonds); (v) securities or obligations (including time or demand deposits) pledged as security for payment of debt service by the Issuer or the Borrower; (vi) any other amounts used to pay debt service including capitalized interest; and (vii) other amounts (including any repayment of principal) received as a result of investing any of the foregoing.

"Gross Revenues" means all revenues, income, receipts and money of every nature in any form derived or received by the Borrower solely from the Facility, including but not limited to, gross revenues derived from its operation and possession of and pertaining to such Facility, interest or earnings on investments, including earnings on investments on deposit in the funds and accounts of the Indenture which shall be treated in accordance with Section 602 of the Indenture, interest on any deposit accounts of the Borrower to the extent controlled by the Trustee under the Deposit Account Control Agreement, any forfeited security deposits, any revenues received from grant reimbursements and any accounts receivable or rights the Borrower may have in accounts receivable; provided however that Gross Revenues shall not include any revenue or income of the Borrower which is derived from its operations not relating to the Facility or its other assets.

"Ground Lease" means the Ground Lease dated July 10, 2023, amended and restated as of February 1, 2025, from the Issuer to the Borrower under which the Project Site has been leased to the Borrower.

"Indebtedness" means (i) all indebtedness (including the Loan), whether or not represented by bonds, debentures, notes, or other securities, for the repayment of money borrowed, (ii) all deferred indebtedness for the payment of the purchase price of properties or assets purchased, (iii) all guaranties, endorsements (other than endorsements in the ordinary course of business), assumptions derivatives in the form of credit default swaps or total-rate-of return swaps or similar instruments, and other contingent obligations in respect of, or to purchase or to otherwise acquire, indebtedness of others, (iv) all indebtedness secured by mortgage, pledge, security interest, or lien existing on property owned which is subject to such mortgage, pledge, security interest, or lien, whether or not the indebtedness secured thereby shall have been assumed, and (v) all capitalized lease obligations (excluding obligations under operating leases); provided, however, that for the purpose of computing Indebtedness, there shall be excluded any particular Indebtedness if, upon or prior to the maturity thereof, there shall have been deposited with the proper depository in trust the necessary money (or direct obligations of the United States of America not redeemable by the Issuer) for the payment, redemption, or satisfaction of such Indebtedness, and thereafter such money and such direct obligations of the United States of America so deposited shall not be included in any computation of the assets of the Borrower and the income derived from such money and such direct obligations of the United States of America so deposited shall not be included in any computation of the income of the Borrower.

"Indenture" means the Indenture of Trust between the Issuer and the Trustee, dated as of even date herewith, providing the terms and provisions under which the Bonds will be issued and pursuant to which the Issuer's interest in this Loan Agreement (except Unassigned Rights), and the Notes are assigned and pledged, and are the subject of a grant

of a first priority security interest, to the Trustee, as security for the payment of principal of, premium, if any, and interest on the Bonds. The term Indenture shall include any indenture supplemental thereto.

"Independent Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state of the United States or the District of Columbia and not in the full-time employment of the Issuer or the Borrower.

"Insurance Fund" means the fund created in Section 501 of the Indenture and referred to in Section 7.01(b) hereof.

"Interest Payment Date" means July 1 and January 1 of each year, commencing July 1, 2025.

"Investment Grade" means "Baa3," "BBB-," "BBB-," or higher by Moody's, S&P or Fitch, respectively.

"Investor Letter" means an Investor Letter substantially in the form attached to the Indenture, to be delivered on or before the Closing Date by each Beneficial Owner of the Bonds.

"Issuance Costs" means

(i) the initial or acceptance fee of the Trustee, the fees and taxes for recording the Mortgage, the Assignment, financing statements, and any title curative documents that either the Trustee or Independent Counsel may reasonably deem desirable to file for record in order to perfect or protect the title of the Borrower to the Project or the lien or security interest created or granted by the Indenture or the Mortgage, and the reasonable fees and expenses in connection with any actions or proceedings that either the Trustee or Independent Counsel may reasonably deem desirable to bring in order to perfect or protect the lien or security interest created or granted by the Indenture or the Mortgage;

(ii) the costs of legal fees and expenses, underwriter's spread, underwriting fees, financing costs, financial advisor's fees, accounting fees and expenses, consulting fees, the Trustee's fees (including the fees of Trustee's counsel), paying agent and certifying and authenticating agent fees, publication costs, title insurance premiums, appraisal fees, surveys, market study report fees and printing and engraving costs incurred in connection with the authorization, sale, issuance, and carrying of the Bonds, and the preparation of this Loan Agreement, the Indenture, and all other documents in connection therewith; and

(iii) other costs in connection with the issuance of the Bonds permitted by the Act and the Supplemental Act to be paid or reimbursed from Bond proceeds.

"Issuance Costs Account" means that account of the Project Fund described in Section 501(c) of the Indenture.

"Issuance Costs Requisition" means a requisition to pay Issuance Costs, substantially in the form attached hereto as Exhibit C.

"Issuer" means the City of Rifle, Colorado, a home-rule city and municipal corporation of the State of Colorado.

"Issuer Expenses" means those expenses incurred by the Issuer in the performance of its duties under the Bond Documents.

"Limited Offering Memorandum" means that certain limited offering memorandum of the Issuer dated _____, 2025.

"Loan" means the loan made by the Issuer to the Borrower pursuant to Section 3.01 hereof, the repayment of which is evidenced by the Notes.

"Loan Agreement" means the within Loan Agreement between the Issuer and the Borrower, as the same may be amended from time to time in accordance with the provisions hereof

"Loan Documents" means this Loan Agreement, the Mortgage, the Notes, the Tax Compliance Agreement and the Assignment of Construction Contracts.

"Loan Payments" means the payments of principal of, premium, if any, and interest on the Loan payable by the Borrower to the Issuer, pursuant to this Loan Agreement and evidenced by the Notes.

"Loan Term" means the term of this Loan Agreement set forth in Section 5.01.

"Long-Term Indebtedness" means any Indebtedness, other than Short-Term Indebtedness.

"Moody's" means Moody's Investors Services, a corporation organized and existing under the laws of the State of Delaware.

"Mortgage" means the Leasehold Deed of Trust, Security Agreement and Fixture Filing, from the Borrower to the Trustee, (i) granting a first mortgage lien on the Borrower's right, title and interest in the real property portion of the Project and granting a first lien security interest in all Fixtures and Equipment and personal property comprising the Project, and assigning and pledging the Borrower's interest in the Income (as defined therein) from the Project, for the use and benefit of the Issuer, as security for the payments due under this Loan Agreement and the Senior Note in connection with the Series 2025A/B Bonds, and (ii) granting a subordinate mortgage lien on the Borrower's right, title and interest in the real property portion of the Project and granting a subordinate lien security interest in all Fixtures and Equipment and personal property comprising the Project, and assigning and pledging the Borrower's interest in the Income (as defined therein) from the Project, for the use and benefit of the Issuer, as security for the payment under this Loan Agreement and the Subordinate Note in connection with the Subordinate Series 2025C Bonds. The term Mortgage shall include any amendments thereto.

"Net Proceeds", when used with respect to any insurance or condemnation award or with respect to any other recovery on a contractual claim or claim for damage to or for

taking of property, means the gross proceeds from the insurance or condemnation award or recovery with respect to which that term is used remaining after payment of all expenses (including attorneys' fees and any Extraordinary Expenses of the Trustee) incurred in the collection of such gross proceeds.

"Net Revenue Available For Fixed Charges" means, for any period, the excess of Gross Revenues over Operating Expenses.

"Notes" means the Senior Note and the Subordinate Note.

"Senior Note" means, the promissory note of the Borrower, dated _____, 2025, in the original principal amount of \$_____ made by the Borrower and payable to the Issuer, to evidence the Borrower's obligation to pay Loan Payments in order to repay the Loan relating to the Series 2025A/B Bonds, and any promissory note issued in substitution or exchange therefor, substantially in the form attached to this Loan Agreement in Exhibit B.

"Operating Expense Fund" means the deposit account established by the Borrower with the Depository Bank upon issuance of the Series 2025 Bonds in accordance with Section 4.04, which shall be designated the Operating Expense Fund.

"Operating Expense Reserve Fund" means the fund created in Section 501 of the Indenture and referred to herein.

"Operating Expense Reserve Fund Requirement" means an amount equal to twenty-five percent (25%) of annual Operating Expenses projected for the succeeding year in the Annual Budget.

"Operating Expenses" means all expenses incurred, paid or budgeted to be paid in connection with the operation, maintenance and repair of the Project, including, but not limited to, administrative costs, insurance premiums, utilities and routine maintenance for any period, and excluding direct material costs, factory consumables and contingency expenses.

"Ordinary Services of the Trustee" and "Ordinary Expenses of the Trustee" mean those services rendered and those expenses incurred by the Trustee in the performance of its duties under the Indenture of the type ordinarily performed by corporate trustees under like indentures, including counsel fees and expenses.

"Outstanding Bonds" or "Bonds Outstanding" or "Outstanding" means all Bonds which have been duly authenticated and delivered by the Trustee under the Indenture, except:

- (i) Bonds theretofore canceled or required to be canceled by the Trustee;
- (ii) Bonds which are deemed to have been paid in accordance with Article VIII of the Indenture; and

(iii) Bonds in substitution for which other Bonds have been authenticated and delivered under Section 205 of the Indenture.

If the Indenture shall be discharged pursuant to Article VIII thereof, no Bonds shall be deemed to be Outstanding within the meaning of this provision.

"Permitted Encumbrances" means, as of any particular time, (i) liens for ad valorem taxes, real estate taxes, special assessments, and other charges not then delinquent or for taxes, assessments, and other charges being contested in accordance with Section 6.03; (ii) liens and security interests created under the Bond Documents; (iii) presently existing utility, access, and other easements and rights of way, restrictions, encumbrances and exceptions permitted as exceptions to title in the Mortgage; (iv) inchoate mechanics' and materialmen's liens which arise by operation of law, but which have not been perfected by the required filing of record, for work done or materials delivered after the date of recording the Mortgage in connection with Additions or Alterations (provided that no such liens will be permitted which will be superior to the lien of the Mortgage); (v) the mechanics' and materialmen's liens permitted by Section 6.01; (vi) the easements permitted under Section 8.06; (vii) liens, security interests, or encumbrances which are junior to the lien and security interest of the Mortgage; and (viii) purchase money security interests (including, without limitation, finance leases) in after-acquired property of the Borrower which becomes part of the Project securing Indebtedness of the Borrower permitted by Section 8.14(c) in a principal amount outstanding at any time of not more than 85% of the lesser of the purchase price thereof or the fair market value thereof calculated on a trade-in basis.

"Permitted Investments" means any of the following classes of securities, to the extent to which investment in such securities is permitted under State law: [conform to Colorado Public Funds Investment statute]

(i) Cash deposits (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the next paragraph).

(ii) Direct obligations of (including obligations issued or held in book entry form on the books of the Department of Treasury) the United States of America. In the event these securities are used for defeasance, they shall be non-callable and non-prepayable.

(iii) Obligations of the following federal agencies so long as such obligations are backed by the full faith and credit of the United States of America (in the event these securities are used for defeasance, they shall be non-callable and non-prepayable):

- a. U.S. Export-Import Bank (Eximbank)
- b. Rural Economic Community Development Administration
- c. Federal Financing Bank
- d. U.S. Maritime Administration

- e. U.S. Department of Housing and Urban Development (PHAs)
- f. General Services Administration
- g. Small Business Administration
- h. Government National Mortgage Association (GNMA)
- i. Federal Housing Administration
- j. Farm Credit System Financial Assistance Corporation

To the extent permitted by law, the following obligations shall be "Permitted Investments" for all purposes other than defeasance investments in refunding escrow accounts:

(i) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America;

- a. Senior debt obligations rated in the highest long-term rating category by at least two nationally recognized rating agencies issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC).

- b. Senior debt obligations of the Federal Home Loan Bank System.

- c. Senior debt obligations of other Government Sponsored Agencies.

(ii) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which either (a) have a rating on their short-term certificates of deposit on the date of purchase in the highest short-term rating category of at least two nationally recognized rating agencies, (b) are insured at all times by the Federal Deposit Insurance Corporation, or (c) are collateralized with direct obligations of the United States of America at one hundred two percent (102%) valued daily. All such certificates must mature no more than three hundred sixty (360) days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank).

(iii) Commercial paper which is rated at the time of purchase in the highest short-term rating category of at least two (2) nationally recognized rating agencies and which matures not more than two hundred seventy (270) days after the date of purchase.

(iv) Investments in (a) money market funds subject to SEC Rule 2a-7 and rated in the highest short-term rating category of at least two nationally recognized rating agencies (including any such funds managed or sponsored by the Trustee or any affiliate of the Trustee) and (b) public sector investment pools operated pursuant to SEC Rule 2a-7 in which the Issuer's deposit shall not exceed 5% of the aggregate pool balance at any time

and such pool is rated in one of the two highest short-term rating categories of at least two nationally recognized rating agencies.

(v) Pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and,

a. which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest long-term rating category of at least two (2) nationally recognized rating agencies; or

b. (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the United States of America, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate.

(vi) General obligations of states with a short-term rating in one of the two (2) highest rating categories and a long-term rating in one (1) of the two (2) highest rating categories of at least two (2) nationally recognized rating agencies. In the event such obligations are variable rate obligations, the interest rate on such obligations must be reset not less frequently than annually.

(vii) Investment agreements with providers whose rating or whose guarantor's rating at the time the agreement is entered into is at least A+ by Standard and Poor's Rating Services or A1 of Moody's Investor Service, Inc.

"Person" means natural persons, firms, joint ventures, associations, trusts, partnerships, corporations, public bodies, limited liability companies and similar entities.

"Plans and Specifications" means the plans and specifications for the development and construction of the Project, prepared by Consulting Architect and approved by the Borrower and all amendments and modifications thereof.

"Pledged Revenues" shall mean (i) the Gross Revenues; (ii) any awards and recoveries received with respect to the Project including foreclosure, sale, and insurance and condemnation awards with respect to the Project; (iii) all other moneys with respect to the Project to which the Issuer may be entitled, including earnings thereon; and (iv) all revenues associated with the Direct Pay Investment Tax Credit, if awarded by the federal

government pursuant to the [Inflation Reduction Act] which are available for eligible costs under such Act.

"Project" means the Project Site, the Facility, and the Equipment all located within the boundaries of the Issuer.

"Project Costs" means (i) all costs of developing and constructing the Project approved by the Issuer, and (ii) all other costs to be paid from the proceeds of the Bonds as permitted by the Act exclusive of Issuance Costs.

"Project Fund" means the fund created in Section 501 of the Indenture and referred to in Section 4.02.

"Project Site" means the real estate described in Exhibit A attached hereto which, by this reference thereto, is incorporated herein.

"Rating Agency" means Fitch, Moody's or S&P.

"Rebate Amount" means the rebateable arbitrage in connection with any issue which is payable to the United States Treasury pursuant to section 148(f) of the Code and any Regulations proposed or promulgated in connection therewith.

"Rebate Fund" means the fund created in Section 501 of the Indenture.

"Regulation U" means Regulation U of the Board of Governors of the Federal Reserve System, 12 C.F.R., Part 221.

"Regulation X" means Regulation X of the Board of Governors of the Federal Reserve System, 12 C.F.R., Part 224.

"Regulations" means the Treasury Regulations promulgated under and pursuant to the Code.

"Repair and Replacement Reserve Fund" means the fund created in Section 501 of the Indenture.

"Repair and Replacement Reserve Fund Requirement" means an amount equal to \$ _____. Commencing with the Fiscal Year ending _____, _____, and every three (3) years thereafter, the Repair and Replacement Reserve Fund Requirement will be adjusted to a fixed amount determined based on the report of a Financial Consultant retained by the Borrower for such purpose as described in Section 508 of the Indenture and Section 4.05 of this Loan Agreement.

"Revenue Fund" means the fund created in Section 501 of the Indenture and referred to herein.

"Security" means the Mortgage and any of the property subject to the operation of the granting clauses contained in the Indenture which is part of the Trust Estate and which serves as collateral for the Bonds.

"Senior Note" means, the promissory note of the Borrower, dated _____, 2025, in the original principal amount of \$ _____ made by the Borrower and payable to the Issuer, to evidence the Borrower's obligation to pay Loan Payments in order to repay the Loan relating to the Series 2025A/B Bonds, and any promissory note issued in substitution or exchange therefor, substantially in the form attached to this Loan Agreement in Exhibit B.

"Series 2025A/B Bonds" means collectively the Series 2025A Bonds and the Series 2025B Bonds.

"Series 2025A Bonds" means the revenue bonds designated "City of Rifle Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Series 2025A," dated as of the date of delivery, in the aggregate principal amount of \$ _____, to be issued pursuant to the Indenture.

"Series 2025B Bonds" means the revenue bonds designated "City of Rifle Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Taxable Series 2025B," dated as of the date of delivery, in the aggregate principal amount of \$ _____, to be issued pursuant to the Indenture.

"Short Term Indebtedness" means any Indebtedness incurred in connection with operation of the Facility maturing not more than 365 days after it is incurred or which is payable on demand, except for any such Indebtedness which is renewable or extendable at the sole option of the debtor to a date more than 365 days after it is incurred and any such Indebtedness, which, although payable within 365 days, constitute payments required to be made on account of Indebtedness expressed to mature more than 365 days after it was incurred. [Add Bank working capital loan?]

"S&P" means S&P Global Ratings, a division of S&P Global Inc.

"State" means the State of Colorado.

"Subordinate Loan" means the subordinate loan made by the Issuer to the Borrower pursuant to Section 3.01 hereof, the repayment of which is evidenced by the Subordinate Note.

"Subordinate Note" means the subordinate promissory note of the Borrower, dated _____, 2025, in the original principal amount of \$ _____ made by the Borrower and payable to the Issuer, to evidence the Borrower's obligation to pay Loan Payments relating to the Subordinate Series 2025C Bonds and any promissory note issued in substitution or exchange therefor, substantially in the form attached to this Loan Agreement in Exhibit B.

"Subordinate Series 2025C Bonds" means the "City of Rifle Subordinate Revenue Bonds (Habitat Roaring Fork Valley, Inc. Modular Housing Production Facility, Service Areas in Aspen, Glenwood Springs and Rifle, Colorado) Taxable Series 2025C," dated as of the date of delivery, in the aggregate principal amount of \$ _____, to be issued pursuant to the Indenture.

"Supplemental Act" means the Colorado Supplemental Public Securities Act, Article 57, Title 11, Section 201 et seq., Colorado Revised statutes, as amended.

"Surplus Fund" means the Surplus Fund created by Section 501 of the Indenture.

"Tax Compliance Agreement" means the Tax Compliance Agreement between the Borrower and the Issuer dated as of _____, 2025 and executed in connection with the Series 2025 Bonds.

"Title Company" means the title insurance company issuing the lessee's and mortgagee's title policy pursuant to Section 3.05.

"Trust Estate" means any and all property subject to the operation of the granting clauses of the Indenture.

"Trustee" means the trustee and/or the co-trustee at the time serving as such under the Indenture. U.S. Bank Trust Company, National Association, located in Denver, Colorado is the initial Trustee.

"Unassigned Rights" means all of the rights of the Issuer to receive reimbursements and payments pursuant to Sections 4.02 (to the extent that the Issuer's fees are to be paid thereunder), 4.11, 5.02(b), 6.08, 8.07, and 10.04, to be held harmless and indemnified pursuant to Sections 4.11 and 8.07, and to approve substitute property pursuant to Section 7.02.

"Underwriter" means D.A. Davidson & Co., and its successors and assigns.

"Value" means that the value of any investments, which shall be determined as of the end of each month and shall be calculated as follows and in accordance with Section 604 of the Indenture:

(i) As to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times): the average

(ii) of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

(ii) As to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time

making a market in such investments or the bid price published by a nationally recognized pricing service;

(iii) As to certificates of deposit and bankers acceptances, the face amount thereof, plus accrued interests, and

(iv) As to any investment not specified above, the value thereof established by prior agreement between the Trustee.

Section 1.02 Construction of Certain Terms. For all purposes of this Loan Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(2) "This Loan Agreement" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more loan agreements supplemental hereto entered into pursuant to the applicable provisions hereof.

(3) All references in this instrument to designated "Articles", "Sections", and other subdivisions are to the designated Articles, Sections, and other subdivisions of this instrument. The words "herein", "hereof", and "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section, or other subdivision.

(4) The terms defined in this Article shall have the meanings assigned to them in this Article and include the plural as well as the singular.

(5) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants, on and as of the date of this instrument.

Section 1.03 Table of Contents; Titles and Headings. The table of contents, the titles of the Articles, and the headings of the Sections of this Loan Agreement are solely for convenience of reference, are not a part of this Loan Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.04 Contents of Certificates or Opinions. Every certificate or opinion with respect to the compliance with a condition or covenant provided for in this Loan Agreement shall include: (i) a statement that the Person or Persons making or giving such certificate or opinion have read such covenant or condition and the definitions herein relating thereto, (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based, (iii) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is

necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with, and (iv) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate or opinion made or given by an officer of the Issuer or the Borrower may be based, insofar as it relates to legal or accounting matters, upon a certificate or an opinion of counsel or an accountant, which certificate or opinion has been given only after due inquiry of the relevant facts and circumstances, unless such officer knows that the certificate or opinion with respect to the matters upon which his certificate or opinion may be based as aforesaid is erroneous or in the exercise of reasonable care should have known that the same was erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based (insofar as it relates to factual matters with respect to information which is in the possession of an officer of the Issuer or the Borrower or any third party) upon the certificate or opinion of or representations by an officer of the Issuer or the Borrower or any third party on whom counsel or an accountant could reasonably rely unless such counsel or such accountant knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous or in the exercise of reasonable care should have known that the same were erroneous. The same officer of the Issuer or the Borrower, or the same counsel or accountant, as the case may be, need not certify or opine to all of the matters required to be certified or opined under any provision of this Loan Agreement, but different officers, counsel, or accountants may certify or opine to different matters, respectively.

[End of Article I]

ARTICLE II REPRESENTATIONS AND UNDERTAKINGS

Section 2.01 Representations by the Issuer. The Issuer makes the following representations and findings as the basis for the undertakings on its part herein contained:

(a) Organization and Authority. The Issuer is a home-rule city and municipal corporation of the State of Colorado validly existing under the provisions of the Charter. The Issuer has all requisite power and authority under the Charter, the Act and the Supplemental Act (i) to issue the Bonds; (ii) to loan the proceeds of the sale of the Bonds to the Borrower to acquire and construct the Project in order to provide financing for manufacturing facilities, to finance the Project Costs, and to make deposits to the Debt Service Reserve Fund, the Bond Fund, the Operating Expense Reserve Fund and the Project Fund; and (iii) to enter into, perform its obligations under, and exercise its rights under this Loan Agreement, the Indenture and the Mortgage and to endorse the Notes without recourse or warranty to the order of the Trustee. The Governing Body of the Issuer has expressly determined and hereby confirms that the issuance of the Bonds has and will accomplish a valid public purpose of the Issuer.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the transactions contemplated by this Loan Agreement or which, in any way, would adversely affect the validity or enforceability of the Bonds, the Bond Documents or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Issuer aware of any facts or circumstances presently existing which would form the basis for any such actions, suits, or proceedings.

(c) Issue, Sale, and Other Transactions Are Legal and Authorized. The issue and sale of the Bonds, the execution and delivery by the Issuer of the Bond Documents and the endorsement without recourse or warranty of the Notes by the Issuer to the order of the Trustee and the compliance by the Issuer with all of the provisions of each thereof and of the Bonds (i) are within the purposes, powers, and authority of the Issuer; (ii) have been done in full compliance with the provisions of the Act and have been approved by the Governing Body and are legal and will not conflict with or constitute on the part of the Issuer a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance (other than Permitted Encumbrances) upon any property of the Issuer under the provisions of, any charter instrument, bylaw, indenture, mortgage, Mortgage, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Issuer is a party or by which the Issuer or its properties are otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties; and (iii) have been duly authorized by all necessary corporate action on the part of the Issuer.

(d) Governmental Consents. Neither the nature of the Issuer nor any of its activities or properties, nor any relationship between the Issuer and any other Person, nor any circumstance in connection with the offer, issue, sale, or delivery of the Bonds is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Issuer in connection with the execution, delivery, and performance of the Bond Documents, the endorsement without recourse or warranty of the Notes to the order of the Trustee, the consummation of any transaction therein contemplated, or the offer, issue, sale, or delivery of the Bonds, except as shall have been obtained or made and as are in full force and effect, other than the recording of the Mortgage, the filing of financing statements or instruments effective as financing statements perfecting the liens and security interests created by the Indenture, the Mortgage and the filing of Internal Revenue Service Form 8038 with the Internal Revenue Service.

(e) No Defaults. To the knowledge of the Issuer, no event has occurred and no condition exists which would constitute an Event of Default or which, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Issuer, the Issuer is not in default or violation in any material respect under the Act or under any charter instrument, bylaw, or other agreement or instrument to which it is a party or by which it may be bound.

(f) No Prior Pledge. Neither this Loan Agreement, the Notes or the Mortgage, nor any of the payments to be received by the Issuer under this Loan Agreement or the Notes, have been or will be pledged or hypothecated in any manner or for any purpose or have been or will be the subject of a grant of a security interest by the Issuer other than as provided in the Indenture as Security for the payment of the Bonds.

(g) Disclosure. The representations of the Issuer contained in this Loan Agreement and any certificate, document, written statement, or other instrument furnished to the Trustee or the Underwriter by or on behalf of the Issuer in connection with the transactions contemplated hereby do not contain any untrue statement of a material fact relating to the Issuer and do not omit to state a material fact relating to the Issuer necessary in order to make the statements contained herein and therein relating to the Issuer not misleading. Nothing has come to the attention of the Issuer which would materially and adversely affect or in the future may (so far as the Issuer can now reasonably foresee) materially and adversely affect the acquisition, ownership, and operation of the Project by the Borrower or any other transactions contemplated by the Bond Documents which have not been set forth in the Preliminary Limited Offering Memorandum or Limited Offering Memorandum relating to the Bonds or in the other certificates, documents, and instruments furnished to the Underwriter by or on behalf of the Issuer prior to the date of delivery of said Preliminary Limited Offering Memorandum and Limited Offering Memorandum in connection with the transactions contemplated hereby.

(h) Compliance with Conditions Precedent to the Issuance of the Bonds. All acts, conditions, and things required to exist, happen, and be performed precedent to and in the execution and delivery by the Issuer of the Bonds do exist, have happened, and have been performed in due time, form, and manner as required by law; the issuance of the

Bonds, together with all other obligations of the Issuer, do not exceed or violate any constitutional or statutory limitation, and the revenues, funds, property, and amounts pledged to the payment of the principal of, premium, if any, and interest on the Bonds, as the same become due, have been calculated to be sufficient in amount for that purpose.

(i) Payment of Bonds. The Issuer will, solely from the Trust Estate, pay or cause to be paid the Bonds and interest thereon on each and all Bonds on the dates, at the places and in the manner provided therein, and there shall be no other recourse against any other assets of the Issuer.

(j) Performance of Covenants. The Issuer will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations, and provisions contained in the Bond Documents and in any and every Bond executed, authenticated, and delivered under the Indenture, and in all proceedings of the Issuer pertaining to the Bonds and the Bond Documents.

(k) Pledged Revenues. Except as otherwise provided in the Indenture and this Loan Agreement, the Issuer will not create or suffer to be created any debt, lien, or charge thereon, or make any pledge or assignment of or create any debt, lien, or charge thereon, or make any pledge or assignment of or create any lien or encumbrance upon the Pledged Revenues other than the pledge and assignment thereof under the Indenture and this Loan Agreement.

Section 2.02 Representations by the Borrower. The Borrower makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Organization and Power. The Borrower is a Colorado nonprofit corporation, is validly organized and existing under the law of the State, and is not in violation of any provisions of its Certificate of Organization, or any laws of the State relevant to the transactions contemplated hereby or in connection with the issuance of the Bonds.

(b) Pending Litigation and Taxes. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, revenues, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Bond Documents, or the transactions contemplated by this Loan Agreement or which, in any way, would adversely affect the validity or enforceability of the Bond Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing which would form the basis for any such actions, suits, or proceedings. The Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of the Borrower have been duly filed, and all taxes, assessments, and other

governmental charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof.

(c) Agreements Are Legal and Authorized. The execution and delivery by the Borrower of the Bond Documents (to which the Borrower is a party), the consummation of the transactions herein and therein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance (other than Permitted Encumbrances) upon any property of the Borrower under the provisions of, any agreement, indenture, mortgage, Mortgage, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate action on the part of the Borrower. The Bond Documents (to which the Borrower is a party) are valid, legal, binding, and enforceable obligations of the Borrower. The representatives of the Borrower executing the Bond Documents are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(d) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other Person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Bond Documents or the offer, issue, sale, or delivery by the Issuer of the Bonds, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Bond Documents, the consummation of any transaction therein contemplated, or the offer, issue, sale, or delivery of the Bonds, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable, other than the recording of the Mortgage, the filing of financing statements or instruments effective as financing statements perfecting the liens and security interests created by the Indenture and the Mortgage, and the filing of Internal Revenue Service Form 8038 with the Internal Revenue Service. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or which, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any

material respect under any charter instrument, bylaw, or other agreement or instrument to which it is a party or by which it may be bound.

(f) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its activities, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, revenues, and conditions (financial or otherwise) of the Borrower, including, without limitation, all licenses, permits, and approvals (which are presently obtainable) required by any federal or State agency.

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise). The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements.

(h) No Prior Pledge. The Borrower's right, title and interest in and to the Project, the Pledged Revenues, the Facility and Equipment is not and will not be mortgaged, pledged, or hypothecated in any manner or for any purpose and has not been and will not be the subject of a grant of a lien or security interest by the Borrower other than as provided herein and in the Mortgage as security for its obligations under this Loan Agreement and the Note.

(i) Disclosure. The representations of the Borrower contained in this Loan Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Issuer or the Underwriter in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Issuer and to the Underwriter in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition or operation of the Project or the properties, activities, prospects, revenues, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Bond Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by the Bond Documents which has not been set forth in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum relating to the Bonds or in the other certificates, documents, and instruments furnished to the Underwriter by or on behalf of the Borrower prior to the date of delivery of said Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in connection with the transactions contemplated hereby.

(j) Use of Proceeds. No part of the proceeds of the Bonds will be used directly or indirectly, for the purpose of purchasing or carrying, or for payment in full or in part of

Indebtedness which was incurred for the purpose of purchasing or carrying, any "margin stock" as such term is defined in Regulation U. No part of the proceeds of the Bonds will be used for any purpose which violated Regulation X.

(k) Ownership Representations. The Borrower will be the sole owner of the Project. Based on current facts, estimates, and circumstances, it is expected that the Borrower's interest in the Project will not be sold or disposed of by the Borrower, in whole or in part, prior to the maturity of the Bonds, other than as permitted herein.

(l) Information Furnished. The information furnished by the Borrower and used by the Issuer in preparing Internal Revenue Service Form 8038, which it will file with the Internal Revenue Service, will be true and complete as of the date of filing said Form.

(m) Statutory Liens. There are no mechanics' or materialmen's liens or other statutory liens of record on the Project, and no excavation or work of any character, kind, or description has been or will be commenced nor any material of any description for any construction in connection with the Project delivered on or near the Project Site prior to the recording of the Mortgage and the perfection of the lien and security interest created by the Mortgage, except as the Trustee shall be advised in writing, and in the event the Trustee is so advised in writing of any work or deliveries, the Borrower will provide the Trustee with waivers of all liens with respect to such work or deliveries in such form as may be satisfactory to the Trustee.

(n) Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(o) Utilities. All utility services and facilities necessary for the operation of the Project for its intended purposes are available at the Project Site.

(p) Condemnation. No condemnation or eminent domain proceeding has been commenced and is currently pending or, to the knowledge of the Borrower, threatened against the Project.

(q) Tax Compliance Agreement. The representations and warranties of the Borrower set forth in the Tax Representation Letter dated as of the date of issuance and delivery of the Series 2025A Bonds, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein.

(r) Financial Forecast. To the best knowledge of the Borrower, the assumptions of the Borrower underlying the prospective statements of revenues and expenses of the Borrower for the Project for the fiscal periods ending June 30 of each year beginning with _____ and through _____, and the prospective statements of cash flows for each of such years then ending have been furnished to the Issuer and the Underwriter, are reasonable, and, as of the date of execution and delivery of this Loan Agreement, there have not been any material adverse changes of such assumptions.

(s) No Pension Plans. The Borrower does not maintain and has not maintained and is not a party to and has not been a party to any employee pension or benefit plan.

(t) No Discrimination. The Borrower shall not discriminate on the basis of race, creed, color, sex, marital status, national origin, religious belief, or any other category of discrimination not permitted by applicable law in connection with the lease, use, or occupancy of the Project or in connection with the employment or application for employment of Persons for the operation and management of the Project.

(u) No Federal Guarantee. The Borrower will not cause the Series 2025A Bonds to be treated as "federally guaranteed" obligations for purposes of section 149 of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations, or other Limited Offering Memorandums promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in section 149 of the Code. For purposes of this paragraph, the Bonds shall be treated as "federally guaranteed" if (i) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof; or (ii) a significant portion of the proceeds of the Bonds will be (A) used in making loans the payment of principal or interest with respect to which is to be guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (B) invested directly or indirectly in federally insured deposits or accounts; and (iii) such guarantee is not described in section 149(b) of the Code.

(v) Nonsectarian. The Borrower agrees that no proceeds of the Series 2025A Bonds shall be used to acquire, construct, or install any facilities which are intended to be used primarily for sectarian purposes.

(w) Continued Existence. The Borrower shall do or cause to be done all things necessary to preserve, maintain, and keep in full force and effect its existence and comply with all laws applicable to it.

(x) Notices. The Borrower agrees to give prompt notice in writing to the Trustee of the occurrence or existence of any material litigation, labor dispute, or governmental proceeding or investigation affecting the Borrower which could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.

(y) Ownership. As of the date of delivery of the Note and the Subordinate Note, the Borrower will lawfully own and will lawfully be possessed of the right, title and interest described in the Mortgage and will have good and indefeasible title subject only to such encumbrances as are described in the mortgagee's title insurance policy issued in connection with the closing of the Loan, and it will defend the title thereto and every part thereof against the claims and demands of all Persons whomsoever.

(z) Counterclaim. No counterclaim, offset, defense, or right of rescission exists that can be asserted and maintained by the Borrower against the Issuer or the Trustee.

Section 2.03 Modification of Tax Covenants. Certain covenants and representations contained in this Loan Agreement are intended to assure compliance with the Code and any regulations promulgated by the U.S. Department of Treasury pursuant thereto. In the event that Regulations are hereafter promulgated which modify, or expand provisions of the Code, the Borrower will not be required to comply with any federal income tax covenant contained in this Loan Agreement to the extent such noncompliance with such federal income tax covenant after such modification or expansion, in the opinion of Bond Counsel addressed and delivered to the Trustee and the Issuer, will not adversely affect the exclusion from gross income of interest on the Series 2025A Bonds for purposes of federal income taxation under section 103(a) of the Code. In the event that regulations are hereafter promulgated which impose additional requirements which are applicable to the Series 2025A Bonds, the Borrower and the Issuer agree to comply with such additional requirements to the extent necessary, in the opinion of Bond Counsel, to preserve the exclusion from gross income of interest on the Series 2025A Bonds for purposes of federal income taxation under section 103(a) of the Code.

[End of Article II]

ARTICLE III LOAN TO BORROWER; SECURITY; TITLE

Section 3.01 The Loan and the Notes. The Issuer hereby agrees to loan to the Borrower, and the Borrower hereby agrees to borrow from the Issuer, the proceeds of the sale of the Bonds for the purposes and in accordance with the terms and conditions of this Loan Agreement and the Indenture. The deposit of the proceeds of the sale of the Bonds as provided in Section 502 of the Indenture shall constitute the loan of such proceeds from the Issuer to the Borrower. Such proceeds shall be disbursed to or on behalf of the Borrower as provided in Sections 4.01, 4.02, 4.03, 4.04 and 4.05. The Borrower hereby agrees to repay the Loan and the Subordinate Loan as provided in Section 5.02. The Borrower's obligation to repay the Loan and the Subordinate Loan, together with premium, if any, and interest thereon, which is more fully described in Section 5.02, shall be evidenced by the Note, which the Borrower hereby agrees to execute and deliver to the Issuer.

Section 3.02 Security for Payments Under this Loan Agreement and the Notes. As security for the payments required to be made to the Issuer under this Loan Agreement, the Note and the Subordinate Note, the Borrower shall, prior to or contemporaneously with the execution and delivery of this Loan Agreement, execute and deliver the Mortgage.

Section 3.03 Security for Payments Under the Bonds; Perfection. Contemporaneously with the issuance of the Bonds, as security for the payment of the Bonds, the Issuer shall execute and deliver the Indenture and the Assignment, under the terms of which all of the right, title, interest, and remedies of the Issuer in this Loan Agreement (except the Unassigned Rights), the Notes and the Mortgage and, together with all revenues and amounts to be received and all property to be held by the Issuer thereunder, shall be assigned and shall be the subject of a grant of a security interest to the Trustee and shall be pledged as security for, among other things, the payment of the Bonds. Contemporaneously with the issuance of the Series 2025A/B Bonds, as security for the payment of the Series 2025A/B Bonds, the Issuer shall also endorse without recourse or warranty the Senior Note to the order of the Trustee. Contemporaneously with the issuance of the Subordinate Series 2025C Bonds, as security for the Subordinate Series 2025C Bonds, the Issuer shall also endorse without recourse or warranty the Subordinate Note to the orders of the Trustee. The Borrower hereby assents to such assignment and grant of a first priority lien and security interest and hereby agrees that its obligations to make all payments under this Loan Agreement, from the Pledged Revenues and the other amounts pledged hereunder, shall be absolute and shall not be subject to any defense, except payment, or to any right of setoff, counterclaim, or recoupment arising out of any breach by the Issuer of any obligation to the Borrower, whether hereunder or otherwise, or arising out of any indebtedness or liability at any time owing to the Borrower by the Issuer. The Borrower further agrees that all payments required to be made under this Loan Agreement shall be paid directly to the Trustee for the account of the Issuer. The Trustee shall have all rights and remedies herein accorded to the Issuer (except for Unassigned Rights), and any reference herein to the rights and remedies of the Issuer shall be deemed, with the necessary changes in detail, to include the Trustee, and the Trustee and the Bondholders are deemed to be and are third party beneficiaries of the representations, covenants, and agreements of the Borrower herein contained. Upon reasonable and timely written notice from the Trustee or the Issuer as to the required form, substance, timing, and place for filing, refiling, recording, or re-recording, or for taking possession of any collateral, the Borrower shall file, refile, record, or re-record all financing statements, continuation statements, documents, and notices or deliver

possession of any instrument or cash necessary to perfect and maintain any lien or security interest created by the Mortgage, or the Indenture for the benefit of the Issuer or the Trustee as a first and preferred pledge, lien, encumbrance, and security interest in and to the Pledged Revenues, the Project, the Borrower's interest in the Project Site and the payments and amounts to be received and held under this Loan Agreement, the Notes, and the Mortgage. [Add language regarding Deposit Account Control Agreement] The Issuer and the Trustee agree that they will cooperate fully and will take any action reasonably required to assist the Borrower in meeting the provisions of this Section 3.03. The Borrower shall promptly furnish a certificate or other evidence of any such filing and recording to the Trustee.

Section 3.04 Warranty of Leasehold Interest. The Borrower warrants that (a) it has acquired the title to the Project Site; (b) it is the legal and equitable owner of all Equipment and the Facility and has good and indefeasible title to the Equipment; and (c) the Project is and will be free of all adverse claims, security interests, and encumbrances, other than Permitted Encumbrances.

Section 3.05 Title Insurance. The Borrower shall, prior to or simultaneously with the issuance of the Bonds, furnish title insurance with respect to its leasehold interest in the Project Site in the form issued by a title insurance company acceptable to the Underwriter in the face amount of at least \$_____ and shall furnish the original mortgagee's title policy to the Trustee as named insured. The mortgagee's title policy shall insure that the named insured have a valid first leasehold interest in the real property described in Exhibit A to this Loan Agreement subject only to "Permitted Encumbrances" as defined in this Loan Agreement. Such policy shall be issued on the standard ALTA form of mortgagee's policy of title insurance, in form and substance satisfactory to, and with such endorsements as required by the Issuer and the Borrower.

Section 3.06 Borrower's Covenants Regarding Leasehold Interest and Ground Lease. The Borrower agrees to protect, preserve, and defend its interest in the Project and its leasehold interest therein, to appear and defend said leasehold interest in any action or proceeding affecting or purporting to affect the Project, the lien of the Mortgage thereon, or any of the rights of the Trustee thereunder, and to pay on demand all costs and expenses incurred by the Trustee in or in connection with any such action or proceeding, including reasonable attorneys' fees, as described in Section 10.04 of this Loan Agreement, whether any such action or proceeding progresses to judgment and whether brought by or against the Trustee. The Trustee shall be reimbursed for any such costs and expenses in accordance with the provisions of Section 6.08. If the Borrower does not take the action contemplated herein, the Trustee or the Issuer may, but shall not be under any obligation to, appear or intervene in any such action or proceeding and retain counsel therein and defend the same or otherwise take such action therein as it may be advised and may settle or compromise the same and, in that behalf and for any of such purposes, may expend and advance such sums of money as it may deem necessary, and such sums shall be an advance payable in accordance with Section 6.08 of this Loan Agreement. The Borrower further warrants and represents, the following with respect to the Project and the work to be undertaken:

- (a) The real property on which the Project is located is zoned and platted under a classification that will permit operation and use of the Project, and the improvements thereto, as a manufacturing facility of the size and type of the Project and that such use is permitted without the necessity for special variances or exceptions.

(b) The property on which the Project is located complies or upon completion of construction will comply with all applicable governmental codes, regulations, laws, rules, and requirements.

(c) The Project Site has access to a dedicated public road and to the best of Borrower's knowledge there is no action threatened that would curtail such access.

(d) The Project Site does not lie within a flood prone area, and all utility services necessary to service the property are available and meet all operating requirements.

(e) At the time of issuance of the Bonds and as of each requisition from the Project Fund, there will be no liens, encumbrances, or matters affecting the leasehold interest of Borrower in the real property on which the Project is located of which Borrower has actual or constructive knowledge other than those matters which are defined as being Permitted Encumbrances.

(f) The Project can be acquired, improved and rehabilitated for the amount that remains in the Project Fund as of the date hereof.

(g) The Borrower received a Phase I environmental assessment of and has had the real property and improvements which are to form the Project examined for compliance with environmental laws, rules, and ordinances and for the presence of asbestos and, based on such examinations, warrants that the Project will comply with all environmental laws, rules and ordinances and there will not be any asbestos present on the Project and all disposal of any substances will be done strictly according to applicable laws. The Borrower shall obtain a Soil Disturbance Permit on or before the Closing Date for the Project Site which is a remediated Department of Energy site under supervision of the Colorado Department of Public Health and Environment.

(h) Draws from the Project Fund shall only be made at such times and in such amounts as are authorized by the Loan Agreement and each draw request shall constitute the certification by the Borrower of its fulfillment of all conditions precedent to receipt of such disbursement including the continued truth and accuracy of the foregoing warranties and representations and all backup documentation required to be furnished with such requisition is also true and correct.

(i) The Borrower shall comply in all respects with the Ground Lease and shall not agree to amendments to the Ground Lease without written approval by the Trustee.

Section 3.07 Additional Matters Related to Construction of the Project.

(a) Completion of Project. The Borrower agrees to cause the Contractor to complete the Project substantially in accordance with the Plans and Specifications.

(b) No Waiver. The Borrower agrees that the approval by the Trustee of any Construction Costs Requisition or Issuance Costs Requisition shall not constitute a waiver of any of the conditions to the Trustee's approval of any other Construction Costs

Requisition or Issuance Costs Requisition, nor shall any approval have the effect of precluding the Borrower's failure to comply with any of such conditions to be an Event of Default.

(c) No Changes. Without following the procedure described in subparagraph (d) below, the Borrower may cause the Contractor to make changes to the Project so long as such changes do not diminish the size, function or quality of the Project as described in the Plans and Specifications.

(d) The Borrower may make changes in the Project if the Borrower delivers to the Issuer an amended description of the Project which specifically identifies the proposed additions, deletions or changes to the Project.

(e) Construction; Commencement and Completion. The Borrower will cause the Contractor to construct the Facility in a good and workmanlike manner, within the perimeter boundaries of the Project Site and within all applicable building and setback lines in accordance with all governmental requirements and the Plans and Specifications. The Borrower will cause the Contractor to construct the Facility with diligence and continuity to the extent that delays are not caused by events beyond the reasonable control of the Borrower or the Contractor and will complete the same in reasonable accordance with the Plans and Specifications such that the completion of the Facility occurs on or before the Completion Date, free and clear of liens or claims for liens for material supplied and for labor and services performed in connection with the construction of the Facility.

(f) Defects and Variances. The Borrower will, upon demand of the Consulting Architect and at the Borrower's sole expense, correct any structural defect in the Facility or any material variance from the Plans and Specifications not approved in writing as set forth in subparagraph (d).

(g) Storage of Materials. The Borrower will cause the Contractor to cause all materials supplied for, or intended to be utilized in, the construction of any part of the Facility, but not affixed to or incorporated into the Facility or the Project Site, to be stored on the Project Site or at such other location as may be approved by the Trustee in writing, with adequate safeguards, as reasonably required by the Trustee to prevent loss, theft, damage or commingling with other materials or projects.

(h) Third Party Beneficiary. The Borrower agrees that the Trustee is a third party beneficiary of the covenants and agreements of Borrower contained in this Loan Agreement. The Borrower agrees that it will perform covenants and agreements contained in this Loan Agreement which relate to the Trustee as if such covenants and agreements had been made directly between the Borrower and the Trustee.

(i) Completion Certificate. Upon Completion of the Facility the Borrower will prepare a Completion Certificate to be signed by the Borrower Representative and delivered to the Trustee.

(j) Construction Documents. The Borrower hereby grants a first priority security interest to the Trustee in all Construction Documents. Promptly upon entering in

to each Construction Document, the Borrower shall file a financing statement covering the applicable Construction Document, naming the Borrower as the "debtor" and the Trustee as the "security party," in such places as are necessary to perfect the security interest of the Trustee for the Construction Documents.

[End of Article III]

ARTICLE IV ISSUANCE OF THE BONDS; FUNDS

Section 4.01 Agreement to Issue the Bonds; Application of Proceeds and Other Legally Available Funds. In order to provide funds for the purposes herein specified, the Issuer agrees that it will sell and cause to be delivered to the Persons designated by the Underwriter the Series 2025A/B Bonds in the aggregate principal amount of \$ _____ and the Subordinate Series 2025C Bonds in the aggregate principal amount of \$ _____ and will thereupon from the proceeds thereof: (i) deposit in the Project Fund the amounts specified in Section 502 of the Indenture; (ii) deposit in the Capitalized Interest Account of the Bond Fund the amount specified in Section 502 of the Indenture; (iii) deposit in the Debt Service Reserve Fund the amount specified in Section 502 of the Indenture; and (iv) deposit in the Operating Expense Reserve Fund the amount specified in Section 502 of the Indenture.

Section 4.02 Project Fund. The Issuer shall in the Indenture authorize and direct the Trustee to use the money in the Project Fund to pay Project Costs and Issuance Costs, provided however that no money in the Project Fund shall be disbursed until the Trustee receives a certificate of the Borrower to the effect that all permits, licenses and other governmental approvals necessary for the construction and operation of the Project have been obtained. At the closing of the Bonds and the Loan, the Borrower agrees that the money held in the Project Fund shall be disbursed by the Trustee to pay Project Costs and Issuance Costs upon receipt of a requisition, substantially in the form attached hereto as Exhibit C, executed by the Authorized Borrower Representative setting forth the nature of the costs to be paid and the name of the payee and certifying that the amounts being paid are properly includable within the definition of Project Costs or Issuance Costs. Upon the date which is six months after the execution and delivery of this Loan Agreement, all money remaining in the Issuance Cost Account, if any, shall be deposited in the Construction Account of the Project Fund unless the Borrower provides a certificate to the Trustee within such six month period specifying any expenses that are unpaid and the date on which they will be paid. The money held in the Construction Account of the Project Fund shall be disbursed by the Trustee to pay Project Costs for the acquisition and construction of the Project as set forth in Exhibit C in accordance with the following procedures:

(i) Not less than five banking days before the date on which the Borrower desires a disbursement, but not more frequently than twice monthly, the Borrower shall submit (A) to the Trustee a requisition substantially in the form attached as Exhibit C executed by the Authorized Borrower Representative setting forth the nature of the cost to be paid and the name of the payee and certifying that the amounts being paid are properly includable within the definition of Project Costs and (B) an application for payment in the form of American Institute of Architects Document G702 (the "Application"). The Application must be signed and approved by the Contractor and the Consulting Architect. The cost breakdown included in the Application shall show the percentage of completion of each line item on the Borrower's detailed estimate of Project Costs, and the accuracy of the cost breakdown shall be certified by the Borrower, the Consulting Architect and the Contractor under the Construction Contract.

(ii) The completed construction on the Project shall be reviewed (at the time each Application is submitted) by the Contractor and the Consulting Architect shall certify to the Trustee as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications therefor.

(iii) In connection with each disbursement from the Project Fund pursuant to a Construction Costs Requisition (but excluding requisitions for furniture, fixtures, or equipment) in the form of Exhibit C, an amount equal to ten percent (10%) of the cost of construction of the Facility to be disbursed pursuant to such requisition shall, at the written request of the Borrower, be retained by the Trustee in the Project Fund as retainage and shall be disbursed by the Trustee only when all of the items set forth below shall have occurred:

(A) Completion Certificate. The Trustee shall have received a Substantial Completion Certificate executed by the Consulting Architect stating that the Project has been completed in substantial accordance with the Plans and Specifications.

(B) Certificates of Occupancy. The applicable governmental authority shall have issued all certificates of occupancy for the Facility.

(C) Payment in Full. The Trustee shall have received evidence satisfactory to it that payment in full has been made for all obligations incurred in connection with the construction and completion of the Facility, including any off-site utilities and streets as required by the Trustee or any governmental authority, except for the retainage.

(iv) The Consulting Architect shall determine the "maximum allowable disbursement" which shall be the cost of completed construction to date (as determined by the Consulting Architect on the basis of its review of the Application and cost breakdown).

(v) The disbursement to be made by the Trustee shall be the "maximum allowable disbursement" as determined under (iv) above less: (A) the percentage of the cost of completed construction specified in the Construction Contract to be retained (hereafter referred to as the "Retainage") and (B) the amounts previously disbursed by the Trustee from the Project Fund to pay for completed construction cost on the Project. The Retainage (but in no event more than the balance in the Construction Account of the Project Fund less amounts retained or set aside to meet costs not then due and payable or which are being contested) under the Construction Contract and the final disbursement from the Construction Account of the Project Fund shall be disbursed by the Trustee only after (A) such contract shall have been performed to the satisfaction of the Borrower, as evidenced by the signature of the Consulting Architect on the final Application and Certificate for Payment (B) the

Consulting Architect shall have received from the Contractor under such construction contract an affidavit to the effect that such Contractor and all of its subcontractors and suppliers of labor and materials have been paid in full, (C) the Borrower or Contractor shall have exhibited to the Consulting Architect the final certificates of approval from the various governmental authorities having jurisdiction over construction and operation of the Project, if required by such authorities, including a final certificate of occupancy or a temporary certificate of occupancy for the Facility, and other necessary operating permits, and the certificate of the board of fire underwriters acting in and for the locality in which the Project is situated, along with a certificate of the Borrower that the same constitute all the certificates of approval necessary for operation of the Project, and (D) the Borrower shall have delivered to the Trustee a certificate of substantial completion listing the items to be completed or corrected, if any, and the amounts to be withheld therefor, signed by the Authorized Borrower Representative and approved by the Consulting Architect stating that, except for amounts retained by the Trustee for costs of the construction not then due and payable, (i) construction of the Project has been completed substantially in accordance with the Plans and Specifications therefore, and all labor, services, materials, and supplies used in such construction and rehabilitation have been paid or provided for, and (ii) all other facilities necessary in connection with the construction of the Project have been constructed, acquired, and installed substantially in accordance with the Plans and Specifications therefor and all costs and expenses incurred in connection therewith have been paid or provided for. The Consulting Architect shall certify the matters covered by (B) and (C) above. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(vi) The Borrower covenants and agrees that, upon the request of the Trustee from time to time, it shall furnish the Trustee with evidence which is reasonably satisfactory to the Trustee (including, but not limited to, certificates and affidavits of the Borrower and/or the Consulting Architect or any Contractor or such other Person as the Trustee may reasonably require) showing (A) the value of construction existing at that time, (B) that all outstanding claims for labor, materials, fixtures, furnishings, equipment, and other work have been paid or provided for in accordance with the requirements of this Loan Agreement, (C) that there are no liens outstanding or unpaid prior to the Indenture or the Mortgage securing the Bondholders other than Permitted Encumbrances, (D) that the Borrower has substantially complied with all of the Borrower's obligations hereunder and under the Indenture, and (E) that all construction has been done substantially in accordance with the Plans and Specifications therefor.

(vii) The Borrower shall not request and the Trustee shall not make any disbursement from the Project Fund unless each and all of the following conditions precedent shall have been met and complied with in full: (A) at the time of each disbursement the Trustee shall not have or be deemed to have notice of an Event of Default, as provided in Section 1001(h) of the Indenture; and (B) at the time each disbursement is made pursuant to this Section 4.02 as a reimbursement to the

Borrower, the Borrower shall cause the Contractor to deliver to the Trustee evidence satisfactory to the Trustee of contemporaneous or prior payment by the Borrower to the Contractor or other Person of the amount then and theretofore approved for payment.

(viii) The Borrower shall not request and the Trustee shall not make any disbursement from the Project Fund unless each requisition is substantially in the form attached hereto as Exhibit C executed by the Borrower's Authorized Representative, together such certificates and affidavits of the Borrower and/or the Consulting Architect or any Contractor or such other Persons as the Trustee may reasonably require under Section 4.02 (v). The Trustee's review and approval of the requisitions is solely for the protection of the Bondholders' interest under this Agreement, and the Trustee shall not be deemed, by virtue of its approval of any requisition, to have made any representation to any person with respect to the validity of any costs thereof, or the satisfaction of any conditions under this Agreement with respect to the funding of any requisitions.

(ix) Each Application and Certificate for Payment shall constitute a representation by the Borrower that the money therein referred to have been or are to be used for one of the purposes set forth in Section 4.01 or Section 4.02 of this Loan Agreement and that none of the items for which payment is requested has formed the basis for any payment previously made from the Project Fund, and the Trustee shall be entitled to rely thereon and shall be held harmless by the Borrower for all liability in connection therewith.

(x) Except for liens constituting Permitted Encumbrances, if any notice of lien shall be filed against the Project or any part thereof or if any interim title examination discloses any intervening lien or encumbrance, the Trustee may suspend further disbursements from the Project Fund until such lien or encumbrance shall have been discharged of record or proceedings to contest such lien pursuant to Section 6.01 shall have been instituted.

Section 4.03 Issuance of Additional Bonds. If the Borrower is not in default hereunder, the Issuer may by the adoption of an appropriate resolution or resolutions, at the request of the Borrower, authorize the issuance of Additional Bonds upon the terms and conditions provided herein and in Section 212(a) of the Indenture, but in no event shall the Issuer be liable for not issuing such Additional Bonds. Additional Bonds payable on a parity with the Series 2025A/B Bonds may only be issued to provide funds to pay any one or more of the following: (i) the costs of completing the Project in an amount not greater than \$1 million; or (ii) the costs of refunding, to the extent permitted, any Bonds then Outstanding. Prior to the issuance of such parity Additional Bonds, the Borrower and the Issuer shall have entered into an amendment to this Loan Agreement to provide that, for all purposes of this Loan Agreement, the Project shall include any additional Project being financed by the parity Additional Bonds, which Facility shall be described in amendments to Exhibit A hereto, and to provide for an increase in the amount payable under Section 5.02 hereof as shall be necessary to pay the principal of, premium, if any, and interest on the parity Additional Bonds as provided in the supplemental indenture to be paid with respect to parity Additional Bonds required by Section 2.12 of the Indenture, and to extend the term of this

Loan Agreement if the maturity of any of the parity Additional Bonds would otherwise occur after the expiration of the term of this Loan Agreement; and the Authority shall have otherwise complied with the provisions of Section 212 of the Indenture with respect to the issuance of such parity Additional Bonds. Additional Bonds payable on a subordinate basis to the Series 2025A/B Bonds may only be issued to fund deposits to the Operating Expense Reserve Fund.

Section 4.04 Operating Expense Fund. (a) The Borrower shall establish and maintain with the Depository Bank a deposit account which shall be designated as the Operating Expense Fund.

(b) The Borrower may request the Trustee to transfer amounts on deposit in the Operating Expense Reserve Fund to the Borrower for deposit to the Operating Expense Fund as provided in Section 4.05. Amounts in the Revenue Fund shall be transferred by the Trustee to the Borrower for deposit to the Operating Expense Fund as provided in Section 504 of the Indenture.

(c) The Borrower agrees to use all amounts on deposit in the Operating Expense Fund from time to time solely for Operating Expenses and working capital in connection with the Project.

Section 4.05 Operating Expense Reserve Fund. The Borrower may request the Trustee one time each month to transfer amounts on deposit in the Operating Expense Reserve Fund to the Borrower for deposit to the Operating Expense Fund to pay for (a) Operating Expenses for the subsequent month in an amount as set forth in the Annual Budget, (b) Operating Expenses for any other month so long as amounts necessary to make payments due in such months from the Bond Fund are on deposit in the Bond Fund and (c) variances in Operating Expenses from those set forth in the Annual Budget and for working capital in connection with the Project so long as all amounts due in the Bond Fund for the current month have been deposited. [Should we have a form of requisition for this?]

Section 4.06 Repair and Replacement Reserve Fund. The Borrower hereby agrees to requisition the Trustee to make the deposits to the Repair and Replacement Reserve Fund described in Section 504(b) of the Indenture. The Issuer shall in the Indenture authorize and direct the Trustee to pay from moneys on deposit in the Repair and Replacement Reserve Fund, as long as no Event of Default hereunder has occurred and is continuing, the extraordinary maintenance, and the repair, replacement and other costs related to the Project which the Borrower is obligated to pay pursuant to Section 6.01; the extraordinary modification costs related to the Project which the Borrower is permitted to pay pursuant to Section 6.01; the extraordinary taxes, and other governmental charges, related to the Project which the Borrower is obligated to pay pursuant to Section 6.03; any extraordinary insurance premiums related to the Project which the Borrower is obligated to pay pursuant to Section 6.04; the extraordinary current operating costs of the Project; and any other Project Costs that are capitalizable under generally accepted accounting principles. The amounts held in the Repair and Replacement Reserve Fund shall be disbursed by the Trustee to pay amounts set forth above upon receipt of a requisition, substantially in the form attached hereto as Exhibit D prepared by the Authorized Borrower Representative setting forth the nature of the amounts to be paid and the name of the payee and certifying the extraordinary nature of the expenditure and that the amounts being paid are permitted by this Section. Interest earned upon the investment of amounts held in the Repair and Replacement Reserve Fund shall be deposited in

the Bond Fund as described in Section 602(e) of the Indenture. On _____, _____, and every three (3) years thereafter in accordance with Section 508 of the Indenture, the Borrower shall engage a Financial Consultant to review the Project and prepare a report which shall contain recommendations to the Borrower for any adjustment to the Repair and Replacement Reserve Fund Requirement. The fee of such Financial Consultant shall be paid from Project revenues and shall be deemed an Operating Expense. The Trustee shall receive written notification from the Borrower of any change to the Repair and Replacement Reserve Requirement and such change shall not be effective until the Trustee has been so notified.

Section 4.07 Obligation of the Parties to Cooperate in Furnishing Documents; Trustee Reliance. Upon payment of any expenses of the Issuer incurred in connection therewith, the Issuer agrees to cooperate with the Borrower in furnishing to the Trustee the documents referred to in Sections 4.02, 4.05 and 4.06 that are required to effect payments out of the Project Fund, the Operating Expense Reserve Fund, and the Repair and Replacement Reserve Fund, and the Issuer agrees to cause such orders to be directed to the Trustee as may be necessary to effect payments out of the Project Fund, the Operating Expense Reserve Fund and the Repair and Replacement Reserve Fund in accordance with Sections 4.02, 4.05 and 4.06. Such obligation of the Issuer is subject to any provisions of the Indenture requiring additional documentation with respect to payments and shall not extend beyond the money in the Project Fund, the Operating Expense Reserve Fund and the Repair and Replacement Reserve Fund available for payment under the terms of the Indenture. In making any such payment from the Project Fund and the Repair and Replacement Reserve Fund, the Trustee may rely on any such orders and certifications delivered to it pursuant to Sections 4.02 and 4.06.

Section 4.08 Use of Funds from the Surplus Fund. The Borrower agrees that amounts on deposit in the Surplus Fund shall be used for the purposes set forth in Section 510 of the Indenture and authorizes the Trustee to make such transfers as provided in Section 510 of the Indenture.

Section 4.09 Authorized Borrower and Issuer Representatives and Successors. The Borrower and the Issuer, respectively, shall designate, in the manner prescribed in Section 1.01, the Authorized Borrower Representative and the Authorized Issuer Representative. In the event that any individual so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Loan Agreement, a successor shall be appointed in the same manner.

Section 4.10 Investment of Funds and Accounts. Subject to Article VI of the Indenture and Section 4.10, any money held as a part of the Revenue Fund, Bond Fund, the Project Fund, the Operating Expense Reserve Fund, the Debt Service Reserve Fund, the Repair and Replacement Reserve Fund, the Insurance Fund, the Condemnation Fund, or as reserves in connection with contested liens or any other special trust funds shall be invested or reinvested by the Trustee in Permitted Investments as directed by the Borrower. The Trustee may make any and all such investments through its own bond or investment department, and failing any specific written direction from the Borrower, the Trustee may invest in the investments described in subsection (iv) or (vi) of the definition of Permitted Investments.

The investments so purchased shall be held by the Trustee and shall be deemed at all times a part of the Bond Fund and the accounts therein, the Project Fund, the Operating Expense Reserve

Fund, the Debt Service Reserve Fund, the Repair and Replacement Reserve Fund, the Insurance Fund, the Condemnation Fund, or the trust account described in the preceding paragraph, as the case may be, and the interest accruing thereon and any profit realized therefrom shall be credited as provided in Section 602 of the Indenture, and any losses resulting from such investments shall be charged to such fund or account therein and paid by the Borrower.

Section 4.11 Special Investment Covenants. The Issuer and the Borrower each covenant that it will not directly or indirectly use or permit the use of any proceeds (as defined in the Regulations) of the Series 2025A Bonds or any other funds of the Issuer or the Borrower, or take or omit to take any action, or direct the Trustee to invest any funds held by it, in such manner as will, or allow any "related person" (as defined in section 144(a)(3) of the Code) to enter into any arrangement, formal or informal, as will cause any Bonds, the interest on which is excludable from the gross income of the owners thereof for federal income tax purposes, to be "federally guaranteed", as such term is used and defined in section 149(b) of the Code, or to be "arbitrage bonds" within the meaning of section 148 of the Code, and any Regulations proposed or promulgated in connection therewith. To that end, the Issuer and the Borrower shall comply with all requirements of section 149(b) and section 148 of the Code to the extent applicable to any Bonds, the interest on which is excludable from the gross income of the owners thereof for federal income tax purposes. In the event that at any time the Issuer or the Borrower is of the opinion. that for purposes of this Section 4.10 it is necessary to dispose of any investment or to restrict or limit the yield on any investment held under the Bond Documents or otherwise, the Issuer or the Borrower, as the case may be, shall so instruct the Trustee in writing.

Section 4.12 Calculation and Payment of Rebate Amount. When funds which are subject to rebate under the Code exist, the Borrower agrees to appoint and pay an Arbitrage Calculator to calculate and determine the Rebate Amount, if any, as required by section 148(f) of the Code (or any successor section) and any Regulations proposed or promulgated in connection therewith within time to meet any deadlines promulgated thereby. All calculations and determinations made by an Arbitrage Calculator shall be accompanied by the opinion of an Arbitrage Calculator that such calculations and determinations have been made in accordance with the requirements of section 148(f) of the Code and shall be provided to the Trustee within ten days after completed. The Borrower agrees to pay to the Trustee for deposit in the Rebate Fund for payment to the United States of America for and on behalf of and at the written direction of the Issuer the amount determined by the Arbitrage Calculator to be due to the United States of America before the due date specified by the Arbitrage Calculator. In the event the Borrower fails to make the aforesaid payment in a timely fashion, the Trustee, on behalf of the Issuer, shall be entitled to withdraw money on deposit in the Bond Fund, the Revenue Fund, the Debt Service Reserve Fund, the Project Fund, the Operating Expense Reserve Fund, the Rebate Fund, the Repair and Replacement Reserve Fund, the Insurance Fund, the Condemnation Fund or any other fund held by the Trustee under the Indenture and pay the same to the United States of America on behalf of the Issuer, and the Borrower shall be immediately obligated to make up any resulting deficiency in any fund held by the Trustee under the Indenture. In the event the money in the Bond Fund, the Revenue Fund, the Project Fund, the Operating Expense Reserve Fund, the Rebate Fund, the Repair and Replacement Reserve Fund, the Insurance Fund, the Condemnation Fund, the Debt Service Reserve Fund, or any other fund held by the Trustee under the Indenture are insufficient to make the payment to the United States of America determined to be due by the Arbitrage Calculator, the Borrower shall be immediately obligated to pay such deficiency to the Trustee for deposit in the Rebate Fund for

payment to the United States of America for and on behalf of the Issuer. The Borrower agrees to hold the Issuer and the Trustee harmless against and to indemnify the Issuer and the Trustee against all liability they may incur in connection with their obligations under Sections 410, 517 and 604 of the Indenture. The Borrower acknowledges having read Sections 410, 517 and 604 of the Indenture and agrees to perform all duties imposed upon it or the Issuer by such Sections. Insofar as said Sections impose duties and responsibilities upon the Borrower, they are specifically incorporated herein by reference. The obligations created by this Section 4.11 shall survive the termination of the Loan Term. This Section 4.11 is intended to comply with the requirements of section 148 of the Code (or any successor section) and the regulations promulgated thereunder. The requirements of this Section 4.11 shall be deemed modified and amended in the manner to the extent necessary, in the written opinion of Bond Counsel delivered to the Issuer, Borrower, and the Trustee, to permit compliance with the provisions of said section 148 (or any successor section) applicable to the Series 2025A Bonds.

[End of Article IV]

ARTICLE V
LOAN PROVISIONS; NATURE OF OBLIGATIONS OF BORROWER

Section 5.01 Term of Loan Agreement. This Loan Agreement shall become effective upon its delivery and shall be in full force and effect until payment of all obligations hereunder, subject to the provisions of this Loan Agreement permitting earlier termination (including particularly Articles X and XI), or if all the Loan Payments and other amounts payable pursuant to Section 5.02 have not been paid or retired (or provision for such payment has not been made as provided in the Indenture), until such date as such payment or provision shall have been made (the "Loan Term"); provided, however, that the covenants and obligations expressed herein to so survive shall survive the termination of this Loan Agreement. Upon termination of the Loan Term as provided above, the Issuer and the Trustee shall deliver, or cause to be delivered, to the Borrower the canceled Notes and shall release the liens and security interests of the Mortgage.

Section 5.02 Loan Payments and Other Amounts Payable.

(a) Loan Payments. Until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Borrower shall deposit not less than weekly the Gross Revenues as received into a bank account established by the Trustee (at the expense of the Borrower) for redeposit into the Revenue Fund. Moneys held in the Revenue Fund shall be applied to repay the Loan and to make deposits to the funds and accounts held under the Indenture pursuant to and in the manner set forth in Section 504 of the Indenture.

Upon payment in full, in accordance with the Indenture, of the Loan Payments, whether at maturity or by redemption or otherwise, or upon provision for the payment thereof having been made in accordance with the provisions of the Indenture, the Notes shall be deemed fully paid, the obligations of the Borrower thereunder shall be terminated, and the Notes shall be surrendered by the Trustee to the Borrower, and shall be canceled by the Borrower.

(b) Additional Loan Payments. The Borrower agrees to cause to be paid by requisition to the Trustee from amounts on deposit in the Revenue Fund until the principal of, premium, if any, and interest on the Bonds shall have been fully paid (i) an amount equal to the annual fee of the Trustee for the Ordinary Services of the Trustee rendered and the Ordinary Expenses of the Trustee incurred under the Indenture, as and when the same become due, (ii) reasonable fees and charges of the Trustee, as bond registrar and paying agent, and of any other paying agents on the Bonds for acting as paying agents as provided in the Indenture, as and when the same become due, and (iii) the reasonable fees and charges of the Trustee for the necessary Extraordinary Services of the Trustee rendered by it and Extraordinary Expenses of the Trustee incurred by it under the Indenture, as and when the same become due; provided, that the Borrower may, without creating a default hereunder, after first depositing such sums with the Trustee, contest in good faith the necessity for any such Extraordinary Services of the Trustee and Extraordinary Expenses of the Trustee and the reasonableness of any such fees, charges, or expenses.

In addition the Borrower agrees that during the Loan Term it shall instruct the Trustee to reimburse the Issuer for all expenses reasonably incurred by the Issuer hereunder in connection with the Project, including but not limited to annual audit fee of the Issuer and the reasonable fees and expenses of counsel for the Issuer or the Trustee in connection with the filing of financing and continuation statements in the event the Borrower fails to do so pursuant to Section 12.03 of this Loan Agreement or other matters for which such fees are reasonably incurred.

The Borrower also agrees that during the Loan Term the Borrower will requisition for payment the Arbitrage Calculator Fee at such time as the foregoing fee becomes due and payable.

Such Additional Loan Payments shall be billed to the Borrower by the Issuer and the Arbitrage Calculator (which parties shall send a copy of such bill to the Trustee) or the Trustee from time to time, together with a statement certifying that the amount billed has been incurred or paid by such party for one or more of the above items. Amounts so billed shall be paid from the Expense Fund within 30 days after receipt of the bill by the Borrower.

In the event the Borrower shall fail to make any of the payments required in this Section, the item or installment so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid plus, to the extent permitted by law, interest at the rate of 10% per annum.

Section 5.03 Place of Loan Payments. The deposits of Gross Revenues provided for in Section 5.02 shall be paid in lawful money of the United States of America directly to the Trustee.

[End of Article V]

ARTICLE VI MAINTENANCE, TAXES, AND INSURANCE

Section 6.01 Maintenance and Modification of Project by the Borrower. The Borrower agrees that during the Loan Term it shall at its own expense (i) keep the Project in as reasonably safe condition as its operations shall permit, (ii) keep the Facility, the Buildings, all other improvements forming a part of the Project and the Equipment in good repair and in good operating condition, making from time to time, subject to the provisions of Section 6.02, all necessary and proper repairs thereto and renewals and replacements thereof, including external and structural repairs, renewals, and replacements, and (iii) use the Equipment in the regular course of its business only, within the normal capacity of the Equipment, without abuse, and in a manner contemplated by the manufacturer thereof, and maintain the Equipment in accordance with the manufacturer's then currently published standard maintenance contract and recommendations. Subject to the provisions of Section 8.13, the Borrower may, also at its own expense, from time to time make any Additions or Alterations to the Project it may deem desirable for its business purposes that do not, in the opinion of a Consulting Architect filed with the Trustee, adversely affect the operation or value of the Project. Additions or Alterations to the Project so made by the Borrower shall be on the Project Site, shall become a part of the Project, and shall become subject to the liens of the Mortgage. The Borrower further agrees that at all times during the construction of the Project it shall cause the Contractor to maintain or cause to be maintained in full force and effect Builder's Risk-Completed Value Form insurance to the full insurable value of the Project. The Borrower shall not permit any mechanics' or material men's or other statutory liens to be perfected or remain against the Project for labor or materials furnished in connection with any construction of the Project so made by it, provided that it shall not constitute an Event of Default hereunder upon such lien being filed, if the Borrower shall promptly notify the Trustee of any such liens, and the Borrower in good faith promptly contests such liens; in such event the Borrower may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom provided the Borrower shall furnish the Trustee with a bond equal to at least twice the amount so contested or an opinion of Independent Counsel reasonably acceptable to the Trustee stating that by nonpayment of any such items, the liens of the Mortgage as to any material part of the Project will not be materially and imminently endangered and neither the Project nor any material part thereof will be subject to imminent loss or forfeiture. If the Borrower is unable or otherwise fails to obtain such a bond or an opinion of Independent Counsel, the Borrower shall promptly cause to be satisfied and discharged all such items by payment thereof or shall promptly cause the lien to be paid or transferred from the Project to other security as permitted by State law or shall pay the amount of the contested items into a reserve held by the Trustee. The reserve may be used by the Trustee to satisfy the lien if action is taken to enforce the lien and such action is not stayed. The reserve shall be returned to the Borrower if the lien is successfully contested. The Issuer shall cooperate fully with the Borrower in any such contest. If the Borrower is unable or otherwise fails to obtain such a bond or an opinion of Independent Counsel, to satisfy and discharge the lien, to cause the lien to be transferred from the Project to other security as permitted by State law, or to pay twice the amount of the unpaid items into a reserve, the Issuer or the Trustee may, but shall be under no obligation to, cause the lien to be transferred from the Project to other security as permitted by State law, and all amounts so paid by the Issuer or the Trustee shall be treated as an advance to the Borrower repayable in accordance with Section 6.08 of this Loan Agreement. The Borrower shall not do or permit others under its control to do any work in or about the Project or related to any repair, rebuilding, restoration,

replacement, alteration of, or addition to the Project, or any part thereof, unless the Borrower shall have first procured and paid for all requisite municipal and other governmental permits, licenses and authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning, and other laws, ordinances, governmental regulations, and requirements and in accordance with the requirements, rules, and regulations of all insurers under the policies required to be carried under the provisions of this Article VI.

Section 6.02 Removal of Equipment. If no Event of Default under this Loan Agreement shall have happened and be continuing, in any instance where the Borrower in its discretion determines that any items of Equipment or parts thereof have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the Borrower may remove such items of Equipment or parts thereof from the Project Site and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to the Issuer therefor, provided that the Borrower shall:

(a) substitute (by direct payment of the cost thereof) and install anywhere in the Facility or on the Project Site items of replacement equipment or related property having equal or greater value or utility (but not necessarily having the same function) in the operation of the Project for the purpose for which it is intended, provided such removal and substitution shall not impair the nature of the Project, all of which replacement equipment or related property shall be free of all liens, security interests, and encumbrances (other than Permitted Encumbrances) and shall become the property of the Borrower, shall become a part of the Equipment financed pursuant to this Loan Agreement, shall become subject to the security interest of the Mortgage, and shall be held by the Borrower on the same terms and conditions as the items originally constituting Equipment, or

(b) not make any such substitution and installation, unless in the case of: (i) the sale of any such Equipment, (ii) the trade-in of such Equipment for other machinery, furnishings, equipment, or related property not to become part of the Equipment to be financed hereby or to become subject to the security interest of the Mortgage, or (iii) any other disposition thereof, the Borrower shall pay to the Trustee the proceeds of such sale or disposition or an amount equal to the credit received upon such trade-in for deposit into the Debt Service Reserve Fund if the balance in said fund is less than the Debt Service Reserve Requirement, and if the balance in the Debt Service Reserve Fund equals or exceeds the Debt Service Reserve Requirement, for deposit into the Unrestricted Redemption Account of the Bond Fund. In the case of the sale, trade-in, or other disposition of any such Equipment to the Borrower or an Affiliate, the Borrower shall pay to the Trustee an amount equal to the greater of the amounts and credits received therefor or the fair market value thereof at the time of such sale, trade-in, or other disposition for deposit into the Debt Service Reserve Fund if the balance in said fund is less than the Debt Service Reserve Requirement, and if the balance in the Bonds Debt Service Reserve Fund equals or exceeds the Debt Service Reserve Requirement, for deposit into the Unrestricted Redemption Account of the Bond Fund.

Except to the extent that amounts are deposited into the Debt Service Reserve Fund or the Unrestricted Redemption Account of the Bond Fund as provided in the preceding subsection (b), the removal from the Project of any portion of the Equipment pursuant to the provisions of this

Section shall not entitle the Borrower to any abatement or diminution of the amounts payable under Section 5.02.

In the event that prior to such removal and disposition of items of Equipment from the Facility and the Project Site, the Borrower has acquired and installed machinery, furnishings, equipment, or related property with its own funds which become part of the Equipment and subject to the security interest of the Mortgage and which have equal or greater utility, but not necessarily the same functions, as the Equipment to be removed, the Borrower may take credit to the extent of the amount so spent by it against the requirement that it either substitute and install other machinery and equipment having equal or greater value or that it make payment to the Trustee for deposit into the Debt Service Reserve Fund or the Unrestricted Redemption Account of the Bond Fund (as directing in writing by the Borrower).

The Borrower shall promptly report to the Trustee each such removal, substitution, sale, or other disposition and shall pay to the Trustee such amounts as are required by the provisions of the preceding subsection (b) of this Section to be paid into the Debt Service Reserve Fund or the Unrestricted Redemption Account of the Bond Fund promptly after the sale, trade-in, or other disposition requiring such payment; provided, that no such report and payment need be made until the amount to be paid into the Debt Service Reserve Fund or the Unrestricted Redemption Account of the Bond Fund on account of all such sales, trade-ins, or other dispositions not previously reported in the aggregate has a value of at least \$100,000 in any calendar year. The Borrower shall not remove, or permit the removal of, any material portion of the Equipment from the Facility or the Project Site except in accordance with the provisions of this Section 6.02.

Upon compliance with this Section, the Issuer agrees to deliver any releases in form and substance acceptable to the Trustee and which are deemed necessary by the Borrower with respect to the removal of such Equipment from the security interest of the Mortgage. The Borrower shall execute and deliver to the Issuer and the Trustee such documents as they may from time to time require to confirm the security interest of the Mortgage with respect to any items of equipment and other personal property which under the provisions of this Section are to become a part of the Equipment and shall pay all costs (including attorneys' fees) incurred in connection therewith.

Section 6.03 Taxes, Other Governmental Charges, and Utility Charges. The Borrower shall pay, as the same become due, (i) all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any machinery, equipment, furnishings, or other property installed by the Borrower thereon, including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the revenues and receipts of the Borrower from the Project which, if not paid, will become a lien on the Project prior to or on a parity with the lien and security interest of the Mortgage or a charge on the revenues and receipts therefrom prior to or on a parity with the charge and security interest thereon and the pledge or assignment thereof to be created and made in the Mortgage and including all ad valorem taxes or payments in lieu of such taxes lawfully assessed upon the Borrower's rights in and to the Project, (ii) all utility and other charges incurred in the ownership, operation, maintenance, use, occupancy, and upkeep of the Project, and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project; provided, that with respect to special assessments or other governmental charges

that may lawfully be paid in installments over a period of years, the Borrower shall be obligated to pay only such installments as are required to be paid during the Loan Term.

If the Borrower shall first notify the Trustee of its intention so to do, the Borrower may, at its own expense and in its own name and behalf and in good faith, contest any such taxes, assessments, and other charges and, in the event of any such contest, may permit the taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided the Borrower shall furnish the Trustee with a bond equal to at least twice the amount so contested or an opinion of Independent Counsel stating that by nonpayment of any such items the lien and security interest of the Mortgage will not be materially endangered and neither the Project nor any material part thereof will be subject to imminent loss or forfeiture. If the Borrower is unable or otherwise fails to obtain such a bond or an opinion of Independent Counsel, such taxes, assessments, or charges shall be promptly satisfied and discharged by payment thereof or by payment of the amount so contested into a reserve held by the Trustee. The reserve may be used by the Trustee to satisfy the taxes, assessments, or charges if action is taken to enforce the lien and such action is not stayed. The reserve shall be returned to the Borrower if the taxes, assessments, or charges are successfully contested. In the event that the Borrower shall fail to pay any of the foregoing items required by this Section to be paid by the Borrower, the Issuer or the Trustee may (but shall be under no obligation to) pay the same, and any amounts so advanced therefor by the Issuer or the Trustee shall become an advance repayable in accordance with Section 6.08 of this Loan Agreement.

Section 6.04 Insurance Required. Throughout the Loan Term, the Borrower shall keep the Project continuously insured against such risks as are customarily insured against with respect to facilities of like size and type, paying as the same become due all premiums in respect thereto, including but not limited to:

(a) insurance upon the repair or replacement basis in an amount of not less than 100% of the then actual cost of replacement (excluding costs of replacing excavations and foundations but without deduction for depreciation) of the Project following completion of the Project (with the co-insurance percentage not to exceed 80% and reasonable deductible provisions) against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke and such other risks as are now or hereafter included in the uniform standard extended coverage endorsement in common use for similar structures (including vandalism and malicious mischief) and builders risk/completed value forms property insurance during construction of the Project;

(b) comprehensive general liability insurance providing insurance (with reasonable deductible provisions) to the extent of not less than \$2,000,000 per occurrence against liability for personal and bodily injury including death resulting therefrom and \$150,000 per occurrence for damage to property, including loss of use thereof, occurring on or in any way related to the Project or any part thereof or the operation thereof, with excess coverage or "umbrella" insurance for claims under such coverage in the aggregate of not less than \$2,000,000 for any one occurrence;

(c) if and only if automobiles are owned by the Borrower, automobile liability insurance providing insurance (with reasonable deductible provisions) to the extent of not

less than \$300,000 per occurrence against liability for personal injury, including death resulting therefrom, and \$100,000 per occurrence for damage to property, with excess coverage or "umbrella" insurance for claims under such coverage in the aggregate of not less than \$1,000,000 for any one occurrence;

(d) if necessary, insurance under the Federal Flood Insurance Program shall be maintained at all times within the minimum requirements and amounts required for federally financed or assisted loans under the Flood Disaster Protection Act of 1973, as amended, if the Project is eligible under such program;

(e) workers' compensation coverage, or other provision therefor, as required by the laws of the State; and

(f) business interruption or use and occupancy insurance on the Project in an amount sufficient to enable the Borrower to make, from the proceeds of such insurance, all required Loan Payments during the time, up to not less than eighteen (18) months, if the Borrower shall experience a substantial loss in Gross Revenues as a result of loss of use caused by the risks covered by the insurance required under subsection (a).

Section 6.05 Application of Net Proceeds of Insurance. The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.04(a), (d), (f) and (g) hereof shall be paid and applied as provided in Article VII or Section 11.02 as applicable, and the Net Proceeds of insurance carried pursuant to the provisions of Sections 6.04(b), (c), and (e) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid.

Section 6.06 Additional Provisions Respecting Insurance. All insurance required by Section 6.04 shall be taken out and maintained in generally recognized responsible insurance companies qualified to do business in the State and rated at least "A" by A.M. Best or Standard & Poor's, selected by the Borrower. All policies evidencing such insurance shall provide for payment to the Issuer, the Borrower and the Trustee as their respective interests may appear, the policies required by Section 6.04(b), (c) and, (e) shall name the Trustee as additional insured, and the policies required by Section 6.04(a), (d), (f) and (g) shall name the Trustee as mortgagee and loss payee providing that no act or omission by the named insured shall in any way prejudice the rights of the Trustee under such policies and shall require that all Net Proceeds of insurance if in excess of \$150,000 for loss or damage covered thereby be paid to the Trustee and applied pursuant to Section 7.01; provided, however, that all claims regardless of amount may be adjusted by the Borrower with the insurers, subject to prior written approval of the Trustee and the Issuer as to any settlement of any claim in excess of \$150,000, which approval shall not be unreasonably withheld. Evidence that such insurance is in force and effect shall be deposited with the Trustee, and prior to the expiration of any such policy the Borrower shall furnish the Trustee with evidence reasonably satisfactory to the Trustee that the policy has been renewed or replaced or is no longer required by this Loan Agreement. In lieu of separate policies, the Borrower may maintain one or more blanket policies of insurance having the coverage required by Section 6.04. All such policies shall provide that such insurance may not be modified adversely to the interests of the Issuer or the Trustee or canceled by the Issuer thereof before the Bonds have been fully paid without at least 30 days' notice to the Borrower, the Issuer, and the Trustee.

Section 6.07 Review of Insurance Coverage. On or before the execution and delivery of this Loan Agreement, and at all times during the Loan Term, the Borrower shall maintain the insurance coverage required by the terms of this Loan Agreement. The Borrower shall procure a review of its insurance requirements not less than every five years along with a written recommendation, if any, for increasing any of the insurance or coverages herein above required, and shall furnish a copy of such review to the Trustee. If any such review contains reasonable recommendations for increasing any of such insurance or coverages, the Borrower shall promptly increase such insurance or coverages in accordance with the recommendations.

Section 6.08 Advances by the Issuer or the Trustee. If the Borrower shall fail to maintain the insurance coverages required by this Loan Agreement or shall fail to pay the taxes and other charges required to be paid by this Loan Agreement or shall fail to keep the Project in as reasonably safe condition as its operation will permit or shall fail to keep the Facility and the Equipment in good repair and good operating condition, the Issuer or the Trustee may (but shall be under no obligation to), after notifying the Borrower of its intention to do so, take out the required policies of insurance and pay the premiums on the same or pay the taxes or other charges or make the required repairs, renewals, and replacements, and all amounts so advanced therefor by the Issuer or the Trustee shall become an additional obligation of the Borrower to the one making the advancement, which amounts, together with interest thereon from the date of payment at the rate of 10% per annum, the Borrower agrees to pay on demand. Any remedy herein vested in the Issuer or the Trustee for the collection of amounts due under Section 5.02 shall also be available to the Issuer and the Trustee for the collection of all such amounts so advanced. The Trustee shall be under no obligation to make any such payment unless it is required to do so by the owners of at least 25% in the aggregate principal amount of all Bonds then Outstanding and is provided with adequate funds paid in cash to the Trustee (from a source or sources approved by the Trustee in its sole discretion) for the purpose of such payment.

Section 6.09 Mechanic's Liens. The Borrower shall not suffer or permit any mechanics' or other liens to be filed or exist against the Project, nor against any Loan Payment paid or payable hereunder, by reason of work, labor, services, or materials supplied or claimed to have been supplied to the Borrower or anyone holding the Project or any part thereof through or under the Borrower. If any such mechanic's liens shall at any time be filed, the Borrower shall within 90 days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. The Borrower shall have the right to contest the validity of the amount of any such lien by appropriate proceedings timely instituted, provided that the Borrower (a) gives the Issuer and the Trustee written notice of its intention so to do and (b) diligently prosecutes each such contest. If the Issuer or the Trustee shall notify the Borrower that, in the opinion of Independent Counsel, by nonpayment of the claim the lien of the Indenture or the Mortgage as to the Project or any part thereof will be subject to any loss or forfeiture, the Borrower shall promptly pay all such unpaid items and cause them to be satisfied and discharged.

[End of Article VI]

ARTICLE VII
DAMAGE, DESTRUCTION, AND CONDEMNATION

Section 7.01 Damage and Destruction.

(a) Unless the Project shall be damaged to the extent prescribed by, and the Borrower shall be obligated to prepay, or shall elect to exercise its option to prepay, the Loan in full pursuant to, the provisions of Section 11.02(a), if prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), the Project is destroyed or is damaged (in whole or in part) by fire or other casualty to such extent that the Net Proceeds recovered under the insurance policies required to be carried pursuant to Section 6.04(a), (d), (f) and (g) resulting from such destruction or damage are not greater than \$150,000, the Borrower (i) shall promptly repair, rebuild, restore, or re-equip the Project to substantially the same condition thereof as existed prior to the event causing such damage or destruction with such changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Borrower and as will not impair the value or the character of the Project and (ii) shall apply for such purpose so much as may be necessary of any Net Proceeds of insurance resulting from such recovery.

(b) Unless the Project shall be destroyed or damaged to the extent prescribed by, and the Borrower shall be obligated to prepay, or shall elect to exercise its option to prepay, the Loan in full pursuant to, the provisions of Section 11.02(a), if prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), the Project is destroyed or is damaged (in whole or in part) by fire or other casualty to such extent that the Net Proceeds recovered under the insurance policies required to be carried pursuant to Section 6.04(a), (d), (f) and (g) resulting from such destruction or damage are in excess of \$150,000, the Borrower shall promptly give written notice thereof to the Trustee. All such Net Proceeds of insurance shall be paid to and held by the Trustee in a separate trust account to be known as the "Insurance Fund", whereupon the Borrower shall proceed promptly, but only after the requirements of Section 7.01(c) are met, to repair, rebuild, restore, or re-equip the Project to substantially the same condition thereof as existed prior to the event causing such damage or destruction with such changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Borrower and as will not impair the nature of the Project, whereupon the Trustee shall apply so much as may be necessary of the Net Proceeds of such insurance to payment of the costs of such repair, rebuilding, or restoration, either on completion thereof or as the work progresses substantially in accordance with the procedures set forth in Section 7.05.

(c) Before the Trustee applies any Net Proceeds of insurance pursuant to Section 7.01(b) to pay the costs of repairing, rebuilding, restoring, or re-equipping the Project, the Borrower shall furnish to the Trustee (i) a certificate of a Consulting Architect (A) to the effect that the Project can be reasonably restored within a period of twelve consecutive months to substantially the condition thereof immediately preceding such damage or destruction, (B) setting forth the estimated cost of the proposed repair, rebuilding, restoration, or re-equipping of the Project, including an allowance for

contingencies, and the estimated date of completion of such repair, rebuilding, restoration, or re-equipping, and (C) to the effect that all amounts necessary to accomplish the proposed repair, rebuilding, restoration, and re-equipping are on deposit in the Insurance Fund held under the Indenture, (ii) the Borrower's prospective basic financial statements for each Fiscal Year until such repair, rebuilding, restoration, and re-equipping is expected to be completed and for the Fiscal Year immediately following the Fiscal Year in which such repair, rebuilding, restoration, and re-equipping is expected to be completed, which give effect to the repair, rebuilding, restoration, and re-equipping and which shall be (A) accompanied by a certificate of the Borrower to the effect that the assumptions underlying such prospective financial statements are reasonable, (B) prepared in accordance with generally accepted accounting principles applied on a consistent basis, and (C) accompanied by a certificate of the Borrower to the effect that: (1) the forecasted Fixed Charges Coverage Ratio for the Fiscal Year immediately following the Fiscal Year in which such repair, rebuilding, restoration, and re-equipping is expected to be completed will be not less than 1.20 and (2) the forecasted Revenue Available for Fixed Charges for each Fiscal Year until such repair, rebuilding, restoration, and re-equipping is expected to be completed shall be sufficient to pay the Fixed Charges for each Fiscal Year until such repair, rebuilding, restoration, and re-equipping is expected to be completed, and (iii) a certificate of the Borrower to the effect that all permits, licenses, accreditation, and other governmental approvals necessary for operation of the Project are in full force and effect.

(d) In the event the Net Proceeds are not sufficient to pay in full the costs of any such repair, rebuilding, restoration, or re-equipping, the Borrower shall nonetheless complete said work and shall pay that portion of the costs thereof in excess of the amount of said Net Proceeds.

(e) The Borrower shall not, by reason of the payment of such excess costs, be entitled to any reimbursement from the Issuer, the Trustee, or the owners of the Bonds or any abatement or diminution of the amounts payable under Section 5.02.

(f) Any balance of such Net Proceeds of insurance remaining after application pursuant to subsections (a) or (b) of this Section 7.01 or remaining because of the failure of the Borrower to furnish to the Trustee the items required by subsection (c) of this Section 7.01 shall be paid into the Unrestricted Redemption Account of the Bond Fund and used to redeem Bonds, at the earliest date Bonds are redeemable without premium, or if the Bonds are not redeemable without premium to pay principal of and interest on the Bonds as the same becomes due. If the Bonds have been fully paid (or provision therefor has been made in accordance with the Indenture), any balance of such Net Proceeds remaining after application pursuant to subsections (a) or (b) of this Section 7.01 or remaining because of the failure of the Borrower to furnish to the Trustee the items required by subsection (c) of this Section 7.01 shall be paid to the Borrower.

Section 7.02 Condemnation. Unless title to, or temporary use of, all or substantially all, or any material portion, of the Project shall have been taken by condemnation and the Borrower shall be obligated to prepay, or shall elect to exercise its option to prepay, the Loan in full pursuant to the provisions of Section 11.02(b), in the event that title to or the temporary use of the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any

governmental body or by any Person acting under governmental authority, the Borrower shall be obligated to continue to make the payments specified in Section 5.02. Except for Net Proceeds received by the Borrower pursuant to Section 7.03, the Issuer, the Borrower, and the Trustee shall cause the Net Proceeds received by them or any of them from any award made in such eminent domain proceedings to be paid to and held by the Trustee in a separate trust account to be known as the "Condemnation Fund", to be applied in one or more of the following ways as shall be directed in writing by the Borrower:

(a) If the requirements of Section 7.02(d) are met, to the restoration of the Project to substantially the same condition thereof as existed prior to the exercise of the said power of eminent domain, substantially in accordance with the procedures set forth in Section 7.05.

(b) If the requirements of Section 7.02(d) are met, to the acquisition of other suitable land and the acquisition, by construction or otherwise, in the name of the Borrower, to the extent permitted by applicable law, of improvements consisting of a building or buildings, facilities, furnishings, machinery, equipment, or other properties suitable for the Borrower's operations at the Project as conducted prior to such taking (which improvements shall be deemed a part of the Project without the payment of any loan payments other than as herein provided to the same extent as if such improvements were specifically described herein and financed pursuant to this Loan Agreement); provided, that such improvements and properties shall be acquired by the Borrower, in the name of the Borrower, subject to no liens, security interests, or encumbrances prior to or on a parity with the lien and security interest of the Mortgage, other than Permitted Encumbrances. Such improvements and properties must be approved in writing by the Authorized Issuer Representative and the Trustee, which approval shall not be unreasonably withheld. The Borrower and the Issuer shall enter into amendments to this Loan Agreement to identify such improvements and properties as part of the Project and shall enter into amendments to the Mortgage to subject such improvements and properties to the lien and the security interest created by the Mortgage, and the Issuer shall enter into a supplemental indenture assigning and pledging, and granting a security interest in, the foregoing amendments to the Trustee.

(c) To the redemption of the principal of any of the Bonds together with accrued interest thereon to the date of redemption, which shall be not more than 180 days after said event; provided, that no part of any such condemnation award may be applied to such redemption unless (i) all of the Bonds are to be redeemed in accordance with the Indenture and the requirements of Section 11.02(b) have been met or (ii) in the event that less than all of the Bonds are to be redeemed, in which event the requirements of Section 11.02(b) are not required to be met, the Borrower shall furnish to the Issuer and the Trustee a certificate of a Consulting Architect stating (A) that the property forming a part of the Project that was taken by such condemnation proceedings is not essential to the Borrower's use or occupancy of the Project or (B) that the Project has been restored to a condition substantially equivalent to its condition prior to the taking by such condemnation proceedings or (C) that improvements have been acquired which are suitable for the Borrower's operations at the Project as contemplated by the foregoing subsection (b) of this Section.

(d) Before the Trustee applies any Net Proceeds of any condemnation award pursuant to Section 7.02(a) or (b) to pay the costs of restoring or replacing the Project, the Borrower shall furnish to the Trustee (i) a certificate of a Consulting Architect (A) to the effect that the Project can be reasonably restored or replaced within a period of ten consecutive months to substantially the condition thereof immediately preceding such condemnation, (B) setting forth the estimated cost of the proposed restoration or replacement of the Project, including an allowance for contingencies, and the estimated date of the completion of such restoration or replacement, and (C) to the effect that all amounts necessary to accomplish the proposed restoration and replacement are on deposit in the Condemnation Fund held under the Indenture, (ii) the Borrower's prospective basic financial statements for each Fiscal Year until such restoration and replacement is expected to be completed and for the Fiscal Year immediately following the Fiscal Year in which such restoration and replacement is expected to be completed, which give effect to the restoration and replacement and which shall be (A) accompanied by a certificate of the chief financial officer of the Borrower to the effect that the assumptions underlying such prospective financial statements are reasonable, (B) prepared in accordance with generally accepted accounting principles applied on a consistent basis, and (C) accompanied by a certificate of the chief financial officer of the Borrower to the effect that: (1) the forecasted Fixed Charges Coverage Ratio for the Fiscal Year immediately following the Fiscal Year in which such restoration and replacement is expected to be completed will be not less than 1.20 and (2) the forecasted Revenue Available for Fixed Charges for each Fiscal Year until such restoration and replacement is expected to be completed shall be sufficient to pay the Fixed Charges for each Fiscal Year until such restoration and replacement is expected to be completed, and (iii) a certificate of the Borrower to the effect that all permits, licenses, accreditation, and other governmental approvals necessary for operation of the Project are in full force and effect.

(e) Any balance of the Net Proceeds of the award in such eminent domain proceedings remaining after application pursuant to subsections (a), (b), and (c) of this Section 7.02 or remaining because of the failure of the Borrower to furnish to the Trustee the items required by subsection (d) of this Section 7.02 shall be paid into the Unrestricted Redemption Account of the Bond Fund to redeem Bonds or to pay principal of and interest on the Bonds as the same becomes due, or, if no Bonds then remain Outstanding, to the Borrower.

Unless the Borrower shall be obligated to prepay, or shall have elected to exercise its option to prepay, the Loan in full pursuant to the provisions of Section 11.02(b) within 60 days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Borrower shall direct the Issuer and the Trustee in writing as to which of the ways specified in this Section the Borrower elects to have the condemnation award applied.

Section 7.03 Condemnation of Borrower-Owned Property. The Borrower shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for damages to or for taking of its own property not included in the Project.

Section 7.04 Investment of Net Proceeds. Any money held by the Trustee in the Insurance Fund or the Condemnation Fund under the provisions of Section 7.01 or 7.02,

respectively, shall, at the written request of the Borrower, be invested or reinvested by the Trustee, as specified by the Authorized Borrower Representative in such request, in such Permitted Investments as described in the Indenture. Neither the Issuer nor the Trustee shall be liable or responsible for any loss resulting from any such investment. Such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Insurance Fund or Condemnation Fund, as the case may be, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund, and any loss resulting therefrom shall be charged against such fund. The Trustee is directed to sell and convert to cash a sufficient amount of such investments whenever the cash held in the Insurance Fund or the Condemnation Fund is insufficient to pay a requisition for payment from such fund when presented. Neither the Trustee nor the Issuer shall be made liable or responsible for any loss resulting from any such investment or resulting from the redemption or sale of any such investment as herein authorized.

Section 7.05 Disbursements of Net Proceeds.

(a) Each payment from the Insurance Fund or the Condemnation Fund shall be made by the Trustee in lawful money of the United States by check or interbank transfer of funds, as directed by the Borrower, to the general deposit account of the Borrower, upon receipt by the Trustee of an application for payment in compliance with the requirements of this Section and the Trustee may act in reliance upon any instrument or signature reasonably believed by it to be genuine and authorized. The Borrower hereby covenants and agrees to indemnify and save harmless the Issuer and the Trustee, and its officers, directors, members, agents, and employees from any liability incurred in connection with any application for payment.

(b) Subject to compliance by the Borrower with all of the terms, provisions, and conditions of this Loan Agreement, including, but not limited to, the applicable conditions for disbursements set forth in this Section 7.05, the Issuer will cause the Trustee to disburse sums in the Insurance Fund and the Condemnation Fund to the Borrower or to the appropriate payee for "non-construction costs and fees", as hereinafter defined, in one or more disbursements in accordance with the following procedures:

(i) Not less than ten banking days before the date on which the Borrower desires a disbursement, but not more frequently than monthly, the Borrower shall submit to the Trustee a disbursement request in the form reasonably acceptable to the Trustee, accompanied by an itemization of non-construction costs and fees, and the accuracy of such cost and fee itemization shall be certified by the Borrower. The disbursement request must be signed by the Authorized Borrower Representative.

(ii) For purposes of this Section 7.05, the term "non-construction costs and fees" shall include all costs and fees properly incurred and payable prior to and during the construction period in connection with the reconstruction of the Project, the acquisition of replacement property, and the performance of all transactions contemplated by this Loan Agreement, the Indenture, and all other documents executed in connection with the issuance of the Series 2025 Bonds other than the

costs and fees which are properly payable to the appropriate contractors pursuant to construction contracts.

(iii) A disbursement request for non-construction costs and fees submitted in accordance with the foregoing procedure need not comply with and shall not be subject to the requirements of paragraphs (c), (e), (f), or (k) of this Section 7.05.

(c) Subject to compliance by the Borrower with all of the terms, provisions, and conditions of this Loan Agreement, including, but not limited to, the conditions for disbursements set forth in this Section 7.05, the Issuer will cause the Trustee to disburse sums in the Insurance Fund and the Condemnation Fund to the Borrower or to the Contractor under the Construction Contract for "construction costs and fees" as hereinafter defined in several disbursements in accordance with the following procedures:

(i) Not less than ten banking days before the date on which the Borrower desires a disbursement, but not more frequently than monthly, the Borrower shall submit to the Trustee an application for payment in the form of American Institute of Architects Document G702 (the "Application"). The Application must be signed by the Consulting Architect. The cost breakdown included in the Application and Certificate for Payment shall show the percentage of completion of each line item on the Borrower's detailed estimate of Project costs as submitted to the Trustee, and the accuracy of the cost breakdown shall be certified by the Consulting Architect and the appropriate contractor under the construction contracts, or, as to any items not within the scope of a general contract, by the contractors directly responsible to the Borrower for such items.

(ii) The completed reconstruction on the Project shall be reviewed (at the time each Application is submitted) by the Contractor, and the Consulting Architect shall certify to the Trustee as to (A) the cost of completed reconstruction, (B) the percentage of completion, and (C) compliance with the plans and specifications therefor.

(iii) The Consulting Architect shall determine the "maximum allowable disbursement" by adding to the cost of completed reconstruction to date (as determined by the Consulting Architect on the basis of its review of the Application and Certificate of Payment and cost breakdown) any allowable non-construction disbursements related to the Project.

(iv) Subject to the requirements of paragraph (j) of this Section 7.05, the disbursement to be made by the Trustee shall be the "maximum allowable disbursement" as determined under (iii) above less: (A) the percentage of the cost of completed reconstruction specified in the construction contracts to be retained (hereinafter referred to as the "Retainage") and (B) the amounts previously disbursed by the Trustee. The Retainage (but in no event more than the balance in the Insurance Fund or the Condemnation Fund less amounts retained or set aside to meet costs not then due and payable or which are being contested) under the general

construction contract or under any other construction contract shall be disbursed by the Trustee only after (A) such contract shall have been performed to the satisfaction of the Borrower, as evidenced by the signature of the Authorized Borrower Representative on the final Application and Certificate for Payment, (B) the certificate and report or endorsement of the title insurance required by subsection (g)(iii) of this Section 7.05, (C) the Trustee shall have received from the Contractor under such Construction Contract an affidavit to the effect that such contractor and all of its subcontractors and suppliers of labor and materials have been paid in full, (D) the Borrower or Contractor shall have exhibited to the Trustee the final certificates of approval from the various governmental authorities having jurisdiction over the reconstruction and operation of the Project, if required by such authorities, including a final certificate of occupancy or a temporary certificate of occupancy for the Facility, and other necessary operating permits, and the certificate of the board of fire underwriters acting in and for the locality in which the Project is situated along with a certificate of the Borrower that the same constitute all the certificates of approval necessary for operation of the Project, and (E) the Borrower shall have delivered to the Trustee a certificate of substantial completion listing the items to be completed or corrected, if any, and the amounts to be withheld therefor, signed by the Authorized Borrower Representative and approved by the Consulting Architect stating that, except for amounts retained by the Trustee for costs of the reconstruction not then due and payable, (i) reconstruction of the Project has been completed substantially in accordance with the plans and specifications therefor, and all labor, services, materials, and supplies used in such reconstruction have been paid or provided for, (ii) all other facilities necessary in connection with the reconstruction of the Project have been constructed, acquired, and installed substantially in accordance with the plans and specifications therefor and all costs and expenses incurred in connection therewith have been paid or provided for, (iii) according to the "as built" survey of the Project Site or a certificate of the surveyor, the reconstructed Facility does not encroach on any other property or violate any setback or sideline requirements applicable to the Project Site, and (iv) a certificate of occupancy for the Project has been issued by appropriate local governmental authorities, if required by such authorities. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Consulting Architect shall certify the matter covered by (i) and (ii) above. It shall be the duty of the Borrower to cause the certificate contemplated by this subsection (c)(iv) to be furnished as soon as the reconstruction of the Project shall have been completed.

(v) For purposes of this Section 7.05, the term "construction costs and fees" shall include all costs and fees properly incurred and payable to the appropriate contractors pursuant to the construction contracts.

(vi) Nothing contained in subsection (b) herein shall be construed as preventing the Trustee from disbursing sums in the Insurance Fund or the Condemnation Fund to the appropriate payee for non-construction costs and fees if the request for a disbursement is submitted to the Trustee in accordance with the

requirements of subsection (c) herein, provided, however, that the Trustee may not disburse sums in the Insurance Fund or the Condemnation Fund to the appropriate payee for construction costs and fees except pursuant to the submission of a request for a disbursement in accordance with the requirements of said subsection (c).

(vii) Notwithstanding any other term or provision set forth herein, the Trustee shall not be required to disburse more than once each month, and the Trustee shall limit the total amount disbursed from the Insurance Fund or the Condemnation Fund at any time to an amount which, when deducted from the total amount in the Insurance Fund or the Condemnation Fund, leaves a balance to be disbursed which is equal to the cost of completion of the reconstruction of the Project (including all remaining non-construction expenses) plus the Retainage.

(d) Notwithstanding any other terms and provisions set forth herein, the Trustee may, in its discretion, make all disbursements or any disbursement directly to the Borrower, or to subcontractors, laborers, materialmen, or Persons furnishing labor, services, or materials used or to be used on or in the reconstruction of the Project (including authorized extras) or to any combination of them. Any such disbursement shall be deemed to have been made to the Borrower or for its account.

(e) The execution of each Application and Certificate for Payment submitted for disbursements relating to construction costs and fees by the Borrower shall constitute the certification, warranty, and agreement of the Borrower as follows:

(i) the Project is free and clear of all liens and encumbrances except Permitted Encumbrances;

(ii) all evidence, statements, and other writings required to be furnished under the terms of this Loan Agreement and the Indenture are true and omit no material fact, the omission of which may make them misleading;

(iii) all money previously disbursed have been used solely to pay for costs allowed by the Loan Agreement, and the Borrower has written evidence to support this item of warranty;

(iv) all bills for labor, materials, and fixtures used, or on hand and to be used, in the reconstruction of the Project have been paid, and no one is asserting a lien with respect thereto, except Permitted Encumbrances;

(v) all conditions precedent to the disbursement have been fulfilled by Borrower; and

(vi) all warranties of Borrower hereunder shall be and remain true and correct.

(f) The Borrower covenants and agrees that, upon the request of the Trustee from time to time, it shall furnish the Trustee with evidence which is reasonably satisfactory to the Trustee (including, but not limited to, certificates and affidavits of the

Borrower and/or the Consulting Architect or any contractor or such other Person as the Trustee may reasonably require) showing (i) the value of reconstruction existing at that time, (ii) that all outstanding claims for labor, materials, fixtures, furnishings, equipment, and other work have been paid or provided for in accordance with the requirements of this Loan Agreement, (iii) that there are no liens outstanding or unpaid prior to the Indenture or the Mortgage securing the Bondholders other than Permitted Encumbrances, (iv) that the Borrower has substantially complied with all of the Borrower's obligations hereunder and under the Indenture, and (v) that all reconstruction has been done in accordance with the plans and specifications therefor.

(g) The Trustee shall not make any disbursement from the Insurance Fund or the Condemnation Fund unless each and all of the conditions precedent set forth below shall have been met and complied with in full:

(i) if the disbursement is for "construction costs and fees", the Borrower shall have furnished to the Trustee evidence that the Builder's Risk - Completed Value Form insurance required by Section 6.01 is in full force and effect;

(ii) at the time of each disbursement the Trustee shall not have or be deemed to have notice of an Event of Default, as provided in Section 1001(h) of the Indenture;

(iii) at the time of each disbursement the Borrower shall deliver to the Trustee a certificate and report of title or endorsement of the title insurer that the Mortgage is a valid first lien on the Project and improvements thereon, free and clear of all prior liens, encumbrances, and exceptions of title except Permitted Encumbrances; and

(iv) at the time each disbursement is made pursuant to this Section 7.05 as a reimbursement to the Borrower, the Borrower shall deliver to the Trustee evidence satisfactory to the Trustee of contemporaneous or prior payment by the Borrower to the appropriate contractor or supplier under the construction contracts or other Person of the amount then and theretofore approved for payment.

(h) Each Application and Certificate for Payment shall constitute a representation by the Borrower that the money therein referred to have been or are to be used for one of the purposes set forth in Section 7.01 or Section 7.02 of this Loan Agreement and that none of the items for which payment is requested has formed the basis for any payment previously made from the Insurance Fund or the Condemnation Fund, and the Trustee shall be entitled to rely thereon and shall be held harmless by the Borrower for all liability in connection therewith.

(i) All disbursements shall be made as soon as practicable after receipt by the Trustee a properly completed of the Application and Certificate for Payment and shall be made at the office of the Trustee or at such other place as the Trustee may designate. If sufficient liquid funds are not available to the Trustee at the time of presentment of an Application and Certificate for Payment due to the particular

form of Insurance Fund or Condemnation Fund investments or a lack of funds, payment of such Application and Certificate for Payment shall be delayed until liquid funds or additional funds sufficient to satisfy the requirements of this Section 7.05 are received by the Trustee.

(i) Except for liens constituting Permitted Encumbrances, if any notice of lien shall be filed against the Project or any part thereof or if any interim title examination discloses any intervening lien or encumbrance, the Trustee may suspend further disbursements from the Insurance Fund or the Condemnation Fund until such lien or encumbrance shall have been discharged of record or proceedings to contest such lien pursuant to Section 6.01 shall have been instituted.

(j) The Trustee shall not make any disbursements from the Insurance Fund or the Condemnation Fund for Equipment or any other personal property with respect to which a security interest under the Uniform Commercial Code of the State may be perfected unless the Trustee shall have first received the following:

(i) an opinion of Independent Counsel (which specifies the filings made) to the effect that all steps requisite to the perfection of the security interest of the Trustee in and to such Equipment and other property have been duly taken and that the official records disclose no security interests in such Equipment and other property which take priority over the security interest of the Trustee;

(ii) copies of the financing statements and any other document filed in favor of the Trustee with the [Recorder of Deeds of _____, Colorado], and the Office of the Secretary of State of the State covering the Equipment and personal property with respect to which a disbursement is requested; and

(iii) copies of the bills of sale evidencing that title to such Equipment and other property has been taken in the name of the Borrower.

[End of Article VII]

ARTICLE VIII ADDITIONAL COVENANTS

Section 8.01 No Warranty of Condition or Suitability by the Issuer. THE ISSUER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE HABITABILITY, MERCHANTABILITY, CONDITION, DESIGN OR WORKMANSHIP OF ANY PART OF THE PROJECT OR THAT IT WILL BE SUITABLE FOR THE BORROWER'S PURPOSES OR NEEDS.

Section 8.02 Access to Project Site and Records. The Borrower agrees that the Issuer and the Trustee and such of their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Project at all reasonable times during the Loan Term for the purpose of (i) examining and inspecting the same, including any reconstruction thereof, (ii) performing such work in and about the Project made necessary by reason of an Event of Default, and (iii) upon an Event of Default, exhibiting the Project to prospective purchasers, lessees, or mortgagees. The Issuer and the Trustee shall also have the right at all reasonable times to examine the books and records of the Borrower insofar as such books and records relate to the repair and maintenance of the Project or insofar as necessary to ascertain compliance with this Loan Agreement.

Section 8.03 Borrower to Maintain its Existence. The Borrower agrees that while this Loan Agreement is in effect it shall maintain its legal existence as a Colorado nonprofit corporation, shall not incorporate or merge into another Person or permit one or more other Persons to consolidate with or merge into it, and shall not dissolve or otherwise dispose of all or substantially all of its assets. The Borrower shall preserve and keep in full force and effect all licenses, accreditation, and permits necessary to the proper conduct of its business. The Borrower shall not engage in any business or activities other than the ownership of and operation of the Project, performance of its obligations under the Bond Documents and agreements relating to the Project and activities reasonably related thereto.

Section 8.04 Qualification in the State. The Borrower warrants that it is and while this Loan Agreement is in effect it will continue to be organized under the laws of the State and authorized to conduct its business hereunder.

Section 8.05 Release of Certain Land and Subordination. The Borrower reserves the right at any time and from time to time to amend this Loan Agreement and the Mortgage for the purpose of effecting the release and removal from this Loan Agreement and the lien of the Mortgage of any part (or interest in such part) of the Project or Project Site with respect to which the Borrower proposes to convey a portion of the interest it holds to a railroad, public utility, or public body in order that railroad services, utility services, or public services may be provided to the Project, or for the purpose of effecting the subordination of the lien of the Mortgage to rights granted to a public utility or public body in order that utility services or public services may be provided to the Project; provided, that if at the time any such amendment is made any of the Bonds are Outstanding and unpaid, the Borrower shall deposit with the Trustee the following:

- (a) a copy of the said amendments as executed;

(b) a resolution of the Governing Body of the Issuer (i) stating that the Issuer is not in default under any of the provisions of the Indenture and the Borrower is not, to the knowledge of the Issuer, in default under any of the provisions of this Loan Agreement, (ii) giving an adequate legal description of that portion (together with the interest in such portion) of the Project Site to be released or subordinated, (iii) stating the purpose for which the Borrower desires the release or subordination, (iv) requesting such release or subordination, and (v) approving said amendments to this Loan Agreement and the Mortgage;

(c) official action of the Borrower approving such amendment and a certificate of the Borrower to the effect that the Borrower is not in default under any of the provisions of this Loan Agreement and that neither the Facility nor any other improvements are located on a portion of the Project Site with respect to which the release or subordination is to be granted, accompanied by a plat of survey of the Project Site certified by a registered surveyor of the State depicting (i) the boundaries of the portion of the Project Site with respect to which the release or subordination is to be granted, (ii) all improvements located on the property surveyed and the relation of the improvements by distances to the boundaries of the portion of such property with respect to which the release or subordination is to be granted, and (iii) all easements and rights of way with recording data and instruments establishing the same;

(d) a copy of the instrument conveying the title to, or subordinating the lien of the Mortgage in favor of, a railroad, public utility, or public body; and

(e) a certificate of a Consulting Architect, dated not more than 60 days prior to the date of the release or subordination and stating that, in the opinion of the individual signing such certificate, (i) the portion of the Project Site so proposed to be released or with respect to which the subordination is proposed is necessary or desirable in order to obtain railroad services, utility services, or public services to benefit the Project and (ii) the release or subordination so proposed to be made will not impair the usefulness of the Project as a residential development and will not destroy the means of ingress thereto and egress therefrom. If such release or subordination relates to a part of the Project Site on which transportation or utility facilities are located, the Borrower shall retain an easement to use such transportation or utility facilities to the extent necessary for the efficient operation of the Project as a residential development. Any money consideration received in connection with the release of any portion of the Project Site or the subordination of the lien of the Mortgage pursuant to this Section 8.05 shall be deposited in the Unrestricted Redemption Account of the Bond Fund and used to redeem Bonds or to pay principal of the Bonds as the same becomes due.

If all of the conditions of this Section are met, the Trustee shall be authorized to release any such property from the lien of the Mortgage assigned to it pursuant to the Indenture.

No release or conveyance effected under the provisions of this Section shall entitle the Borrower to any abatement or diminution of the amounts payable under Section 5.02.

Section 8.06 Granting of Easements. If no Event of Default under this Loan Agreement shall then be continuing, the Borrower may at any time or times grant easements, licenses, rights of way (including the dedication of public highways), and other rights or privileges in the nature of easements with respect to any property included in the Project, free from the lien of the Mortgage, or the Borrower may release existing easements, licenses, rights of way, and other rights or privileges with or without consideration, and the Issuer agrees that it shall cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way, or other right or privilege upon receipt by the Issuer of (i) a copy of the instrument of grant or release, (ii) a written application signed by the Authorized Borrower Representative requesting such instrument, and (iii) a certificate executed by the Authorized Borrower Representative stating (A) that such grant or release is not detrimental to the proper conduct of the activities of the Borrower and (B) that such grant or release will not impair the effective use or interfere with the operation of the Project as a residential development and will not weaken, diminish, or impair the security intended to be given by or under the Mortgage. Any money consideration received in connection with the granting or release of an easement pursuant to this Section 8.06 shall be deposited in the Unrestricted Redemption Account of the Bond Fund and used to redeem Bonds or to pay principal of the Bonds as the same becomes due. Any other consideration received shall be subject to the lien of the Indenture. No grant or release effected under the provisions of this Section shall entitle the Borrower to any abatement or diminution of the amounts payable under Section 5.02.

Section 8.07 Indemnity.

(a) The Borrower shall and agrees to indemnify and save the Issuer and the Trustee, and their directors, officers, members, and employees harmless against and from all claims by or on behalf of any Person arising from the conduct or management of or from any work or thing done on the Project and against and from all claims arising from (i) any condition of or operation of the Project, (ii) any breach or default on the part of the Borrower in the performance of any of its obligations under the Bond Documents, (iii) any act or negligence of the Borrower or of any of its agents, contractors, servants, employees, or licensees, (iv) any act or negligence of any assignee or lessee of the Borrower or of any agents, contractors, servants, employees, or licensees of any assignee or lessee of the Borrower, or (v) any act in connection with the offering for sale, issuance, delivery, disclosure relating to, or payment of the Bonds; provided, however, this indemnity shall not apply to any willful misconduct, intentional misconduct or gross negligence of the Issuer or any willful misconduct, intentional misconduct or gross negligence of the Trustee; PROVIDED FURTHER, THAT THIS INDEMNITY DOES COVER GROSS NEGLIGENCE OF THE ISSUER AND THE TRUSTEE. The Borrower shall indemnify and save the Issuer and the Trustee harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid from (i), (ii), (iii), (iv) or (v) of this Section 8.07(a), or in connection with any action or proceeding brought thereon, including reasonable attorneys' fees as provided in Section 10.04, and upon notice from the Issuer or the Trustee, the Borrower shall defend them or either of them in any such action or proceeding.

(b) The Borrower agrees that it will indemnify and hold the Trustee harmless from any and all liability, cost, or expense incurred without gross negligence or bad faith

in the course of its duties, including any act, omission, delay, or refusal of the Trustee in reliance upon any signature, certificate, order, demand, instruction, request, notice, or other instrument or document believed by it to be valid, genuine, and sufficient. Anything in this Loan Agreement to the contrary notwithstanding, in no event shall the Trustee be liable for special, indirect or consequential loss or damage of any kind whatsoever (including, but not limited to, loss profits), even if the Trustee has been advised of such loss or damage and regardless of the form of action.

(c) Notwithstanding the fact that it is the intention of the parties that the Issuer, the Trustee, and their directors, officers, members, and employees shall not incur pecuniary liability by reason of the terms of the Bond Documents or the undertakings required of the Issuer or the Trustee hereunder or under the Mortgage or the Trustee under the Indenture, by reason of (i) the issuance of the Bonds, (ii) the execution of the Bond Documents, (iii) the performance of any act required by the Bond Documents, (iv) the performance of any act requested by the Borrower, or (v) any other costs, fees, or expenses incurred by the Issuer, the City, the State or the Trustee with respect to the Project or the financing thereof, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Issuer or the Trustee should incur any such pecuniary liability, then in such event the Borrower shall indemnify and hold harmless the Issuer and the Trustee against all claims by or on behalf of any Person arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, including reasonable attorneys' fees as provided in Section 10.04, and upon notice from the Issuer or the Trustee, the Borrower shall defend the Issuer and the Trustee in any such action or proceeding. The indemnity contained in this Section 8.07(c) shall not apply to any acts of gross negligence or willful misconduct or intentional misconduct of the Trustee or to any acts of willful misconduct, bad faith or fraud of the Issuer.

(d) Nothing contained in this Section 8.07 shall require the Borrower to indemnify the Issuer or the Trustee or their officers, directors, members, or employees for any claim or liability which the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Issuer and the Trustee and their officers, directors, members, and employees contained in this Section 8.07 shall survive the termination of this Loan Agreement.

(e) The Borrower covenants that: (a) except as described in a report prepared by _____ no substances, including without limitation, asbestos or any substance containing asbestos, deemed hazardous under any Hazardous Material Law (defined below), the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, petroleum, petroleum fractions, petroleum distillates, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials and any items included in the definitions of "hazardous waste," "hazardous materials," "hazardous substances," "toxic waste," "toxic materials" or "toxic substances" (collectively "Hazardous Materials") under any law ("Hazardous Material Law") relating to environmental conditions or industrial hygiene, including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Comprehensive Environmental Response, Compensation and

Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, the Federal Water Pollution Control Act, the Clean Water Act of 1972, the Toxic Substances Control Act, the Safe Drinking Water Act, and all similar federal, state and local environmental statutes, ordinances and the regulations, orders, decrees now or hereafter promulgated thereunder, shall hereafter be installed, used, generated, manufactured, treated, handled, refined, produced, processed, stored or disposed of, released or otherwise placed in, on or under all or any part of the Mortgage Trust Estate as defined in the Mortgage; (b) no activity shall hereafter be undertaken on all or any part of the Mortgage Trust Estate which would cause (i) all or any part of the Mortgage Trust Estate to become a treatment, storage or disposal facility for hazardous waste or hazardous material within the meaning of, or otherwise bring all or any part of or any interest in the Mortgage Trust Estate within the ambit of, RCRA or any other Hazardous Material Law, (ii) a release or threatened release of any Hazardous Material from the Mortgage Trust Estate within the meaning of, or otherwise bring all or any part of the Mortgage Trust Estate within the ambit of, CERCLA or SARA or any other Hazardous Material Law, or (iii) the discharge of Hazardous Material into any watercourse, body of surface or subsurface water or wetland, or the discharge into the atmosphere of any Hazardous Material which would require a permit under any Hazardous Material Law; (c) no activity shall be undertaken on or with respect to all or any part of the Mortgage Trust Estate which would cause a violation or support a claim under RCRA, CERCLA, SARA or any other Hazardous Material Law; and (d) no underground storage tanks or underground deposits shall be located on all or any part of the Mortgage Trust Estate. The Borrower shall immediately advise the Trustee and the Issuer in writing of (a) any governmental or regulatory actions instituted or threatened under any Hazardous Material Law affecting all or any part of or any interest in the Mortgage Trust Estate, (b) all claims made or threatened by any third party against the Borrower or the Mortgage Trust Estate relating to damage, contribution, cost recovery, compensation, or loss or injury resulting from any Hazardous Material, (c) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Mortgage Trust Estate that could cause the Mortgage Trust Estate to be classified in a manner which may support a claim under any Hazardous Material Law, and (d) the discovery of any occurrence or condition on any part of the Mortgage Trust Estate or any real property adjoining or in the vicinity of the Mortgage Trust Estate which could subject the Borrower or any part of the Mortgage Trust Estate to any limitations or restrictions on the ownership, occupancy, transferability or use thereof. The Trustee or the Issuer may elect (but shall not be obligated) to join and participate in any settlements, remedial actions, legal proceedings or other actions initiated in connection with any claims or responses under any Hazardous Material Law and to have its reasonable attorneys' fees relating to such participation paid by the Borrower. At its sole cost and expense, the Borrower agrees to promptly and completely cure and remedy every existing and future violation of a Hazardous Material Law occurring on or with respect to any part of the Mortgage Trust Estate and to promptly remove all Hazardous Materials now or hereafter in, on or under all or any part of the Mortgage Trust Estate and to dispose of the same as required by Hazardous Material Law(s). The Trustee or the Issuer (by its officers, employees and agents) at any time and from time to time may contract for the services of persons or entities (the "Site Reviewers") to perform environmental site assessments ("Site Assessments") on

all or any part of the Mortgage Trust Estate to determine the existence of any environmental condition which under any Hazardous Material Law might result in any liability, cost or expense to the owner, occupier or operator of any of the Mortgage Trust Estate. The Site Reviewers are authorized to enter upon all or any part of the Mortgage Trust Estate to conduct Site Assessments. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Materials on any of the Mortgage Trust Estate and such other tests on or of any of the Mortgage Trust Estate as the Site Reviewers, the Trustee or the Issuer may deem necessary. The Borrower agrees to supply to the Site Reviewers, the Trustee and the Issuer such historical and operational information in its possession or which it can reasonably obtain possession of regarding the Mortgage Trust Estate as may be reasonably requested to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The results of Site Assessments shall be furnished to the Borrower, the Issuer and the Trustee upon request. The cost of performing Site Assessments shall be paid by the Borrower. The Borrower shall indemnify, defend, and hold harmless the Trustee and the Issuer and their directors, officers, employees, agents, successors and assigns from and against (a) any loss, liability, demand, damage, cost, expense, claim, action or cause of action arising from the imposition or recording of a lien, the incurring of costs of required repairs, remediation, clean up or detoxification and removal under any Hazardous Material Law (including other associated costs, interest, fees, and penalties) with respect to all or any part of the Mortgage Trust Estate or liability to any third party in connection with any violation of a Hazardous Material Law; (b) any other loss, liability, damage, cost, expense, or claim (including, without limitation, reasonable attorneys' fees and disbursements and expenses, and costs and expenses reasonably incurred in investigating, preparing, settling or defending against any litigation or claim, action, suit, proceeding or demand of any kind or character, including, without limitation, those arising by reason of any action taken by the Trustee under the Indenture, which is not caused by its own gross negligence or willful misconduct), which may be incurred by or asserted against the Trustee or the Issuer and their directors, officers, employees, successors or assigns, directly or indirectly, arising from the presence on or under, or the discharge, emission or release from any of the Mortgage Trust Estate into or upon the land, atmosphere, or any watercourse, body of surface or subsurface water or wetland, arising from the installation, use, generation, manufacture, treatment, handling, refining, production, processing, storage, removal, remediation clean up or disposal of any Hazardous Material whether or not caused by the Borrower; (c) loss of value of any of the Mortgage Trust Estate as a result of any such lien, remediation clean up, detoxification, loss, liability, damage, expense or claim or a failure or defect in title occasioned by any Hazardous Material or Hazardous Material Law; and (d) all foreseeable and unforeseeable incidental and consequential damages. The Borrower shall defend such claim, and the Trustee or the Issuer, as the case may be, shall cooperate in the defense at the expense of the Borrower. The Trustee and the Issuer may have separate counsel and the Borrower shall pay the fees and expenses of such counsel.

(f) The Borrower shall indemnify, defend, and hold harmless the Trustee and the Issuer and their directors, officers, employees, agents, successors and assigns from and against any loss, liability, demand, damage, cost, expense, claim, cause or cause of action (including, without limitation, reasonable attorneys' fees and expenses) arising out of or in

connection with the issuance and sale of the Bonds, including, without limitation, any loss, liability, damage, cost, expense, or claim arising out of or related to an actual or alleged untrue statement of a material fact relating to the Borrower or the Project contained in any offering document or materials used in the sale of the Bonds, or otherwise made in connection with the issuance and sale of the Bonds, or an actual or alleged omission of material fact relating to the Borrower or the Project necessary in order to make any statements contained in the Limited Offering Memorandum or otherwise made in connection with the issuance and sale of the Bonds, in light of the circumstances in which such statements were made, not misleading.

(g) Obligations of the Borrower to indemnify the Trustee and its officers, directors or employees shall have the same priority as ordinary expenses of the Trustee under Section 504 of the Indenture and shall survive the expiration or termination of this Loan Agreement and the resignation or removal of the Trustee.

Section 8.08 Financial Statements. While any of the Bonds are Outstanding, the Borrower shall provide the Trustee (only as to (i) below), the Issuer and the Underwriter (i) annually, within 120 days after the end of each Fiscal Year, the basic financial statements of the Borrower prepared by Borrower's Accountant, including the balance sheet, income (loss) statement, and the statement of cash flows of the Borrower for the Fiscal Year then ended, which basic financial statements shall be accompanied by an Audit Report, and (ii) quarterly, within 45 days after the end of each fiscal quarter, the internal income (loss) statement and statement of cash flows of the Borrower for such fiscal quarter, together with (a) statistics showing the occupancy the number of units in the Project ordered and completed in such fiscal quarter, (b) the Fixed Charges Coverage Ratio for such quarter, and (c) a calculation of Net Revenues Available for Fixed Charges. Such annual audited financial statements described in (i) above shall be prepared in accordance with generally accepted accounting principles applied on a consistent basis and shall be accompanied by (a) a certificate of the Borrower to the effect that the Borrower is not in default under any provisions of this Loan Agreement and has fully complied with all of the provisions hereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply and (b) a certificate of the Accountant reporting on the Borrower's financial statements stating the Fixed Charges Coverage Ratio of the Borrower for such Fiscal Year. The Borrower agrees to provide the Issuer with any documentation now or hereafter required by the Securities and Exchange Commission for disclosure purposes relating to secondary market trades of the Bonds.

Section 8.09 Tax Exempt Status of the Series 2025A Bonds. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted which would cause the interest on any Series 2025A Bonds, the interest on which is excluded from gross income of the owners thereof for federal income tax purposes, to become included in gross income of any owner thereof.

The Borrower further covenants and agrees that it shall comply and shall comply with the representations and certifications it made in its Tax Compliance Agreement dated the date of issuance and delivery of the Series 2025A Bonds and that it shall take no action nor omit to take any action which would cause such representations and certifications to be untrue.

Section 8.10 No Parity Debt. The Borrower shall not incur any debt ranking pari passu with the Note or the Series 2025A/B Bonds or secured by a lien on the Project or the Pledged Revenues equal in or subordinate to the lien and dignity to the liens and security interest of the Mortgage except the Subordinate Series 2025C Bonds and as otherwise permitted in this Loan Agreement.

Section 8.11 Restriction on Liquid Assets; Liquidity Covenant.

(a) The Borrower may not sell or otherwise dispose of cash, investments and other current assets of the Borrower held outside of the Trust Estate relating to or derived from the operation and ownership of the Facilities ("Liquid Assets"), if any, unless (i) fair market value is received in return, or (ii) the total market value of the Liquid Assets disposed of in any Fiscal Year does not exceed one percent (1%) of all the Liquid Assets of the Borrower. The foregoing is a restriction on the Borrower to the extent the Borrower holds assets outside the Trust Estate and is not intended to restrict the Trustee with respect to assets constituting the Trust Estate.

(b) Commencing in Fiscal Year 2029 and in each Fiscal Year thereafter, the Borrower shall maintain [Days Cash on Hand] at least equal to 90 days of Operating Expenses calculated based on an average of the Annual Budgets for the prior two Fiscal Years.

Section 8.12 Licenses and Qualifications. The Borrower shall do all things necessary to obtain, maintain, and renew, from time to time, as necessary, all permits, licenses, and other governmental approvals necessary for operation of the Project. The Borrower hereby agrees to give prompt notice to the Issuer and the Trustee of the modification or loss of any such permit, license, or other governmental approval, which notice shall set forth the reasons for such loss.

Section 8.13 Operation of Project and Safety Code. The Borrower warrants that throughout the Loan Term it shall operate the Project as a housing manufacturing facility or cause the same to be operated as a housing manufacturing facility and shall continue to maintain the Project in compliance with all applicable life and safety codes and all applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of the United States of America, the State, and any political subdivision or agency thereof having jurisdiction over the Project.

Section 8.14 Permitted Indebtedness. The Borrower covenants and agrees that, until all of its Indebtedness and obligations due under Section 5.02 for Loan Payments have been fully paid or provided for, the Borrower shall not, directly or indirectly, incur, assume, or guarantee any Indebtedness, whether secured or unsecured, other than Short-Term Indebtedness. Except as otherwise permitted herein, the Borrower shall not incur or become subject to any material Indebtedness other than the Indebtedness represented by the Loan and the Borrower's other obligations under the Bond Documents unless such Indebtedness shall be expressly subordinate to the Loan and the Subordinate Loan and all of Borrower's other obligations under the Bond Documents.

Section 8.15 No Self-Dealing. The Borrower may not enter into any service contract relating to the Project with any Person who is a related party to or an Affiliate of the Borrower unless such service contract provides for compensation to such Person that would be equal to or less than the reasonable, customary and ordinary compensation that would be paid under a similar service contract with a Person who was not a related party to or an Affiliate of the Borrower.

Section 8.16 Annual Budget and Rate Covenant. No later than 60 days prior to the first day of each Fiscal Year, the Borrower shall prepare an Annual Budget of anticipated Gross Revenues and Operating Expenses for the succeeding Fiscal Year, and shall submit a copy of the Annual Budget to the Trustee and the Issuer. The Annual Budget must comply with the requirements specified in the definition of the term Annual Budget in Section 1.01. The Borrower specifically covenants hereunder to budget for and thereafter maintain a Fixed Charges Coverage Ratio of not less than 1.20. In the event that the Borrower fails to maintain the Fixed Charges Coverage Ratio as set forth above for a Fiscal Year as certified in accordance with Section 8.08 hereof, the Borrower covenants to engage a Financial Consultant to conduct an investigation of the Project and to make recommendations to the Borrower on remedies to achieve the required Fixed Charges Coverage Ratio. The fees and reasonable expenses of the Financial Consultant shall be paid by the Borrower. The Annual Budget shall continue in effect until such time as a new Budget or amended Annual Budget is submitted to the Trustee. The Annual Budget shall include provision for payment by the Borrower of the costs, fees, and expenses payable or incurred by reason of the Loan under the Loan Agreement and the Indenture, including all compensation for the expenses of the Trustee, including those provided in Section 1002 of the Indenture and any paying agents and the reasonable expenses of the Issuer.

Section 8.17 Right of Access. The Borrower agrees that subject to reasonable security and safety regulations and to reasonable requirements as to notice, the Issuer and the Trustee, and their or any of their respective duly authorized agents, shall have the right at all reasonable times to enter upon the Project Site and to examine and inspect the Project. The Borrower further agrees that the Issuer, the Trustee, and their duly authorized agents shall have such rights of access to the Project Site and the Project as may be reasonably necessary for the proper maintenance of the Project in the event of failure by the Borrower to perform its obligations hereunder.

Section 8.18 Continuing Disclosure. (a) The Borrower shall enter into the Continuing Disclosure Agreement on the Closing Date and agrees to make the filings as required by such Continuing Disclosure Agreement.

(b) [Add covenant regarding ongoing construction status reports]

[End of Article VIII]

ARTICLE IX
ASSIGNMENT, LEASING, ENCUMBERING, AND SELLING;
REDEMPTION; LOAN PREPAYMENTS AND ABATEMENT;
INSTALLATION OF BORROWER'S OWN MACHINERY
AND EQUIPMENT

Section 9.01 Assignment, Leasing, and Selling. Except as provided in the Bond Documents, the rights and obligations of the Borrower under this Loan Agreement may not be assigned and delegated, and the Project may not be leased (other than in accordance with the Bond Documents) or sold, as a whole or in part, by the Borrower without obtaining the consent of the Issuer.

Section 9.02 Restrictions on Encumbrance of the Project by the Borrower. The Borrower agrees that it shall not permit any part of the Project or the Project Site or the Gross Revenues, including accounts receivable, to become subject to any mortgage, lien, claim of title, encumbrance, security interest, conditional sale contract, title retention arrangement, finance lease, or other charge of any kind, except for Permitted Encumbrances or except as otherwise permitted under this Loan Agreement.

Section 9.03 Redemption of Bonds. The Issuer, at the written request of the Borrower at any time and if the Bonds are then callable or available for purchase, and if there are funds available therefor, shall forthwith take all steps that may be necessary under the applicable redemption or purchase provisions of the Indenture to effect redemption or purchase of all or part of the then Outstanding Bonds, as may be specified by the Borrower, on the earliest date on which such redemption or purchase may be made under such applicable provisions.

Section 9.04 Prepayment of Loan. There is expressly reserved to the Borrower the right, and the Borrower is authorized and permitted, at any time it may choose, to prepay all or any part of the Loan Payments and other amounts payable under Section 5.02, and the Issuer agrees that the Trustee may accept such prepayments of Loan Payments and other amounts when the same are tendered by the Borrower. All Loan Payments and other amounts so prepaid shall at the written direction of the Borrower be credited toward the Loan Payments and other amounts specified in Section 5.02, in the order of their due dates, or applied to the retirement of Bonds prior to maturity (either by redemption or purchase) in accordance with the Indenture. The Borrower shall also have the right to surrender Bonds acquired by it in any manner whatsoever to the Trustee for cancellation, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired and shall be allocated as credits to Loan Payments as provided in the Indenture.

Section 9.05 Reference to Bonds Ineffective After Bonds Paid. Upon payment in full of the Bonds (or provision for payment thereof having been made in accordance with provisions of the Indenture) and all fees and charges of the Trustee, all references in this Loan Agreement to the Bonds and the Trustee shall be ineffective, and neither the Trustee nor the owners of any of the Bonds shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested. For purposes of this Loan Agreement the Bonds shall be deemed fully paid:

- (a) if there is no default under Section 8.09 and there is on deposit in the Bond Fund a total amount sufficient to pay the principal of all the then Outstanding Series 2025

Bonds plus the interest due thereon until and at their respective maturities and provision for payment of all Trustee's and paying agents' fees, accrued and to accrue, has been made in a manner satisfactory to the Trustee and such paying agents, or

(b) if there have been irrevocably deposited with the Trustee as more fully provided in the Indenture (i) under circumstances which do not render interest on any Series 2025A Bonds, the interest on which is excludable from the gross income of the owners thereof for federal income tax purposes, includable therein, money or direct obligations of the United States of America which when due will provide money sufficient to pay, redeem, and retire all the then Outstanding Series 2025A Bonds (including, without limitation, principal, premium, interest to maturity or earlier applicable redemption date, as the case may be, expenses of redemption, and Trustee's and paying agents' fees and expenses), and (ii) evidence satisfactory to the Trustee that all redemption notices required by the Indenture have been duly given by the Issuer or the Trustee has been irrevocably authorized to give such redemption notices.

[End of Article IX]

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

Section 10.01 Events of Default Defined. The following shall be "Events of Default" under this Loan Agreement, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Loan Agreement, any one or more of the following events:

(a) The Borrower's failure to pay the amounts required to be paid under Section 5.02 of this Loan Agreement at the times specified therein.

(b) The Borrower's breach in any material respect of any representation or warranty contained in this Loan Agreement, the Mortgage, or any other Bond Document or the Borrower's failure to observe, perform, or comply with any covenant, condition, or agreement in this Loan Agreement, the Mortgage, or any other Bond Document on the part of the Borrower to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of 30 days after written notice specifying such breach or failure and requesting that it be remedied, given to the Borrower by the Issuer or the Trustee, unless the Issuer and the Trustee shall agree in writing to an extension of such time prior to its expiration. In the case of any such breach or default which cannot with due diligence be cured within such 30 day period but can be wholly cured within a period of time not materially detrimental to the rights of the Issuer and the Trustee, it shall not constitute an Event of Default if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the breach or default is corrected in accordance with and subject to any directions or limitations of time established by the Issuer.

(c) The Borrower shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of it or of all or a substantial part of the Project, (ii) fail to promptly lift or bond (if legally permissible) any execution, garnishment, or attachment of such consequence as will impair the ability of the Borrower to carry on its operations at the Project, (iii) commence a voluntary case under the federal bankruptcy law or any similar law in effect in a foreign jurisdiction (as now or hereafter in effect), (iv) file a petition or answer seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (v) fail to controvert in a timely or appropriate manner or acquiesce in writing to any petition filed against it in an involuntary case under such federal bankruptcy law or any similar law in effect in a foreign jurisdiction, or (iv) take any action for the purpose of effecting any of the foregoing.

(d) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts of the Borrower, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of it or of the Project, or (iii) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed or an order, judgment, or decree approving or ordering

any of the foregoing shall be entered and shall continue unvacated and unstayed and in effect for a period of 60 days, whether consecutive or not.

(e) The occurrence and continuance of an Event of Default under any of the Bond Documents.

(f) The failure by the Borrower promptly to satisfy or cause to be set aside any execution, garnishment, or attachment of such consequence as in the opinion of Independent Counsel will materially impair its ability to carry out its obligations under this Loan Agreement.

(g) The Borrower fails to engage the Financial Consultant when required by Section 8.17 hereof or to follow the lawful recommendations of the Financial Consultant in accordance with Section 8.17 or if the Fixed Charge Coverage Ratio is less than 1.0.

(h) This Loan Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed in this Loan Agreement by reason of any changes in the Constitution of the United States of America or by reason of legislative or administrative action (whether state or federal) or any final decree, judgment, or order of any court or administrative body (whether state or Federal) entered after the contest thereof by the Issuer or the Borrower in good faith to such extent that the Note and the obligations evidenced thereby are no longer enforceable by the Issuer.

(i) The Borrower or its permitted successors or assigns shall cease to exist.

(j) Any foreclosure of, or ousting of the Borrower from possession of, the Project or any portion thereof under any indenture of mortgage, Mortgage or any other security interest given by the Borrower, or for any other reason, unless the new owner of the Project or portion thereof is approved by the Issuer; provided, however, that if such new owner fails to comply strictly with all the terms of the Bond Documents which would be applicable to the Borrower if it were still the owner of the Project or portion thereof, regardless of the fact that such new owner is not a party to such documents, then there shall nevertheless have occurred an Event of Default hereunder.

(k) A Construction Default shall have occurred.

Section 10.02 Remedies on Default. Whenever any Event of Default referred to in Section 10.01 shall have happened and be continuing, the Issuer, to the extent permitted by law, may take any one or more of the following remedial steps:

(a) The Trustee shall have the right to pursue all remedies specified in Section 902 of the Indenture and to take all other actions set forth in Article IX of the Indenture upon the occurrence of any Event of Default hereunder, including accelerating all amounts due hereunder. Upon a declaration of acceleration by the Trustee following an Event of Default (whether or not the Series 2025A/B Bond principal has been accelerated), all amounts payable hereunder and under the Note shall become immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby

expressly waived, anything contained herein or elsewhere to the contrary notwithstanding. Upon a declaration by the Trustee under Section 902 of the Indenture, all unpaid installments of Loan Payments and other amounts payable hereunder shall become immediately due and payable. The term "all unpaid installments of Loan Payments and other amounts payable hereunder" shall mean the amount set forth in Section 10.02(d).

(b) The Issuer and the Trustee shall have access to and inspect, examine, and make copies of the books and records and any and all accounts, similar data, and income tax and other tax returns of the Borrower related to the Project.

(c) The Trustee shall from time to time take whatever action at law or in equity or under the terms of the Bond Documents may appear necessary or desirable to collect the Loan Payments and other amounts payable by the Borrower hereunder then due and/or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under this Loan Agreement.

(d) At any time after the expiration of the Loan Term pursuant to subsection (a) hereof, whether or not the Issuer shall have collected any current damages, the Issuer shall, at its option, be entitled to recover from the Borrower, and the Borrower shall pay to the Issuer on demand, as and for liquidated and agreed final damages for the Borrower's default and in lieu of all current damages beyond the date of such demand, an amount equal to all unpaid installments of Loan Payments and other amounts payable as hereinafter defined if any Bonds are then outstanding and unpaid, and if any statute or rule of law shall validly limit the amount of such liquidated final damages to less than the amount agreed upon, the Issuer shall be entitled to the maximum amount allowable under such statute or rule of law. The term "all unpaid installments of Loan Payments and other amounts payable" shall mean an amount equal to the entire principal amount of the then Outstanding Bonds, together with any applicable redemption premiums and all interest accrued or to accrue on and prior to the next succeeding redemption date or dates on which the Bonds can be redeemed after giving notice to the owners thereof as required by the Indenture (less money available for such purpose then held by the Trustee) and plus any other payments due or to become due hereunder, including, without limitation, any unpaid fees and expenses of the Trustee and any paying agents of the Bonds which are then due or will become due prior to the time that the Bonds are paid in full and the trust established by the Indenture is terminated.

(e) The Trustee may, on behalf of the Issuer, pursue all remedies available at law or in equity.

(f) The Issuer and/or the Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the Loan Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement, the Note, the Mortgage and the Deposit Account Control Agreement.

(g) The Issuer or the Trustee, upon any Default under the Note, the Mortgage, or this Loan Agreement, as a matter of right, without notice and without giving bond to the

Borrower or anyone claiming under it, may have a receiver appointed of all the rents, issues, and profits pending such proceedings, with such powers as the court making such appointment shall confer, including such powers as may be necessary or usual in such cases for the protection, possession, control, management, and operating of the Project, and the Borrower hereby irrevocably consents to such appointment.

(h) Upon the happening and continuance of an Event of Default, it shall be lawful, subject to the rights of occupants if the occupants are not in default, for the Issuer or the Trustee on behalf of the Issuer, by such officer or agent as it may appoint, to take possession of all or any part of the Project together with the books, papers, and accounts of the Borrower pertaining thereto, and including the rights and the position of the Borrower under any leases, and to hold, operate, and manage the same, and from time to time to make all needful repairs and improvements as by the Issuer shall be deemed wise; and the Issuer may, subject to any leases, lease dwelling units in the Project in the name and for the account of the Borrower and collect, receive, and sequester the rents, revenues, and other income, charges, and moneys, therefrom, and out of the same and any moneys received from any receiver of any part thereof, after deducting all proper costs and expenses of so taking, holding, and managing the same, including reasonable compensation to the Issuer, its agents and counsel, pay and/or set up proper reserves for the payment of any or all of the following in such order and amounts as the Trustee, in the Trustee's sole discretion, may elect: the payment of any sums due under any proper lien, taxes, water and sewer charges, insurance premiums, and all other carrying charges, and to the maintenance, repair, or restoration of the Project, and on account and in reduction of all amounts due under the Indenture. In the event that all Defaults have been made good and the Issuer shall have surrendered possession to the Borrower, its successors or assigns, the right of entry provided in this Section shall again exist upon any subsequent Event of Default.

Any amounts collected as Loan Payments or applicable to Loan Payments and any other amounts which would be applicable to payment of principal of and interest and any premium on the Series 2025 Bonds collected pursuant to action taken under this Section shall be paid into the Revenue Fund and applied in accordance with the provisions of the Indenture or, if the Outstanding Series 2025 Bonds have been paid and discharged in accordance with the provisions of the Indenture, shall be paid as provided in Article VIII of the Indenture for transfers of remaining amounts in the funds created in the Indenture.

No action taken pursuant to this Section shall relieve the Borrower from its obligations pursuant to Section 5.02 and Section 10.02(a), all of which shall survive any such action, and the Issuer or the Trustee may take whatever action at law or in equity as may appear necessary and desirable to collect the Loan Payments and other amounts then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement, or covenant of the Borrower hereunder.

Section 10.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such

right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Issuer hereunder shall also extend to the Trustee, and the Trustee and the owners of the Bonds shall be deemed third party beneficiaries of all covenants and agreements herein contained.

Section 10.04 Agreement to Pay Attorneys' Fees and Expenses. In the event the Borrower should default under any of the provisions of this Loan Agreement and the Issuer or the Trustee should employ attorneys or incur other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower herein contained, the Borrower agrees that it shall on demand therefor pay to the Issuer or the Trustee the reasonable fees of such attorneys and such other expenses so incurred by the Issuer and/or the Trustee. Any attorneys' fees required to be paid by the Borrower under this Loan Agreement shall include attorneys' fees through all proceedings, including, but not limited to, negotiations, administrative hearings, trials, and appeals.

Section 10.05 Waiver of Events of Default. The Issuer or the Trustee may waive any Event of Default hereunder and its consequences or rescind any declaration of acceleration of payments of the Loan Payments and other amounts due hereunder. In case of any such waiver or rescission, or in case any proceeding taken by the Issuer or the Trustee on account of any such Event of Default shall be discontinued or abandoned or determined adversely to the Issuer or the Trustee, then and in every such case the Issuer, the Trustee and the Borrower shall be restored to their former position and rights hereunder, but no such waiver or rescission shall extend to or affect any subsequent or other Event of Default or impair or exhaust any right, power, or remedy consequent thereon.

Section 10.06 Waiver of Stay or Extension Laws. To the extent permitted by law, the Borrower covenants not to plead, or in any manner claim the advantage of, any stay or extension law, now or at any time hereafter in force, which may affect the covenants or the performance of this Loan Agreement, the Note or the Mortgage, and to the extent permitted by law, the Borrower hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay, or impede the execution of any power herein granted to the Issuer or the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

[End of Article X]

ARTICLE XI
OPTIONS IN FAVOR OF BORROWER

Section 11.01 General Options to Terminate Loan Agreement. The Borrower shall have, and is hereby granted, the following options to terminate the Loan Term:

(a) at any time prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), the Borrower may terminate the Loan Term by (i) paying to the Trustee an amount which, when added to the amount on deposit in the Bond Fund, the Debt Service Reserve Fund, the Operating Expense Reserve Fund and the Repair and Replacement Reserve Fund, will be sufficient to pay, retire, and redeem all of the Outstanding Bonds in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, principal, redemption premium, interest to maturity or earliest applicable redemption date, as the case may be, premium, if any, expenses of redemption, and Trustee's and paying agents' fees and expenses), (ii) in the case of redemption, making arrangements satisfactory to the Trustee for the giving of the required notice of redemption, (iii) paying to the Issuer any and all sums then due to the Issuer under this Loan Agreement, and (iv) otherwise complying with the provisions of Article VIII of the Indenture, and

(b) upon full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and of any and all sums then due to the Issuer and the Trustee under this Loan Agreement, the other Bond Documents prior to the end of the Loan Term, the Borrower may terminate the Loan Term by giving the Issuer notice in writing of such termination which shall forthwith become effective.

Section 11.02 Option and Obligation to Prepay Loan in Certain Events. The Borrower shall have, and is hereby granted, the option to prepay the Loan in whole and not in part prior to the full payment of all of the Bonds (or provision for payment thereof having been made in accordance with provisions of the Indenture), if any of the following shall have occurred:

(a) the Project shall have been damaged or destroyed by fire or other casualty to such extent that, in the opinion of a Consulting Architect expressed in a certificate filed with the Issuer and the Trustee, (i) the Project cannot be reasonably restored within a period of six consecutive months to substantially the condition thereof immediately preceding such damage or destruction or (ii) the Borrower is thereby prevented from carrying on its normal operations at the Project for a period of six consecutive months or (iii) the cost of reconstruction would exceed the total amount of Net Proceeds of insurance carried thereon; or

(b) title to, or the temporary use of, a substantial portion of the Project shall have been taken under the exercise of the power of eminent domain by any governmental authority or person, firm, or corporation acting under governmental authority and such a taking or takings result, in the opinion of a Consulting Architect expressed in a certificate filed with the Issuer and the Trustee, in the Borrower being thereby prevented from carrying on its normal operations therein for a period of six consecutive months.

Notwithstanding the foregoing, the Borrower shall have the obligation to prepay the Loan in whole and not in part prior to the full payment of all of the Bonds (or provision for payment thereof having been made in accordance with provisions of the Indenture), if the events stated in subsection (a) or (b) of this Section shall have occurred, unless the Borrower shall furnish to the Trustee the items required by Section 7.01(c) or Section 7.02(d), whichever is applicable.

In the case of the above events stated in subsection (a) of this Section, the Borrower, if it is obligated to prepay the Loan or if it exercises its option to prepay the Loan, must prepay the Loan in whole and not in part within 180 days after such event. In the case of the above events stated in subsection (b) of this Section, the Borrower, if it is obligated to prepay the Loan or if it exercises its option to prepay the Loan, must prepay the Loan, in whole or in part within 180 days after such event. If the Borrower is obligated to prepay the Loan or exercises its option to prepay the Loan pursuant to subsection (a) or (b) of this Section, any Net Proceeds of insurance or of any condemnation award shall be paid into the Unrestricted Redemption Account of the Bond Fund.

To exercise such option, the Borrower shall, within 60 days following the event authorizing the exercise of such option, give written notice of the exercise of such option to the Issuer and to the Trustee, if any of the Bonds shall then be unpaid or provision for payment shall not have been made in accordance with the provisions of the Indenture, and shall specify therein the date of tender of such prepayment price, which date shall not be less than 45 nor more than 120 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. The prepayment price payable by the Borrower in the event it is obligated to prepay the Loan or in the event of its exercise of the option granted in the circumstances described in subsections (a) or (b) of this Section shall be the sum of the following:

(1) an amount of money which, when added to the amount then on deposit and available in the Bond Fund, the Debt Service Reserve Fund, the Repair and Replacement Reserve Fund and the Expense Fund, will be sufficient to retire and redeem all the then Outstanding Bonds on the applicable redemption date provided by the Indenture, including without limitation, principal, all interest to accrue to said redemption date, and redemption expense, but without premium, plus

(2) an amount of money equal to the Trustee's and paying agents' fees and expenses under the Indenture accrued and to accrue until such final payment and redemption of the Bonds, plus

(3) an amount of money equal to the Issuer's expenses under this Loan Agreement accrued and to accrue until such final payment and redemption of the Bonds.

Section 11.03 No Obligation to Prepay Loan. The Borrower shall be under no obligation to prepay the Loan except as herein expressly required or provided.

Section 11.04 Option to Prepay the Loan and Redeem Bonds at Prior Optional Redemption Dates. The Borrower shall also have the option to prepay Loan Payments related to the Series 2025 Bonds and other amounts payable under this Loan Agreement in such manner and amounts as will enable the Issuer to redeem the Bonds prior to maturity, in whole or in part on the

dates and at the prices and subject to other requirements of Section 303 of the Indenture. Bonds redeemed pursuant to this Section shall be redeemed in accordance with the procedures set forth in Article III of the Indenture. The Loan Payments and other amounts payable by the Borrower in the event of its exercise of the option granted under this Section shall be (i), in the case of partial redemption, the amount necessary to pay principal, all interest to accrue to the redemption date, the applicable redemption premium, if any, as provided in Section 303 of the Indenture, and any redemption expense, and (ii) in the case of a total redemption, the amounts set forth in Article VIII of the Indenture and the applicable redemption premium, if any, as provided in Section 303 of the Indenture.

Section 11.05 Relative Position of Options and the Indenture. The options granted by Section 11.01 and Section 11.02 may be exercised whether or not the Borrower is in Default hereunder, provided that no such Default will result in nonfulfillment of any condition to the right of the Borrower to prepay the Loan by making the payments required hereunder.

[End of Article XI]

ARTICLE XII
MISCELLANEOUS

Section 12.01 Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, postage prepaid, return receipt requested, or given when dispatched by telecommunication as permitted by express provisions of this Loan Agreement, addressed as follows:

If to the Issuer:	City of Rifle 202 Railroad Avenue Rifle, Colorado 81650 Attention: _____ Email: _____
If to the Borrower:	Habitat for Humanity Roaring Fort Valley 53 Calaway Court Glenwood Springs, Colorado 81601 Attention: Gail Schwartz, President/CEO Email: gails@habitatroaringfork.org
If to the Trustee:	U.S. Bank Trust Company, National Association 950 17th Street Denver, Colorado 80202 Attention: Jennifer Petrino, Vice President Email: jennifer.petrino@usbank.com
If to the Underwriter:	D.A. Davidson & Co. 1550 Market Street, Suite 300 Denver, Colorado 80202 Attention: Alexandra Iseman Email: alexandra.iseman@dadco.com

A duplicate copy of each notice, certificate, or other communication given hereunder shall also be given to the Trustee and to the Underwriter. Any party named in this Section 12.01 may, by notice given to each of the others, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent.

Section 12.02 Recording and Filing. The Mortgage, the Assignment, or appropriate notices thereof shall be recorded in all offices as may at the time be provided by law as the proper place for recordation thereof. The security interest of the Issuer created by the Mortgage in the Equipment, the inventory, and other personal property comprising part of the Project and the accounts, chattel paper, documents, instruments, and general intangibles arising in any manner from the Borrower's ownership and operation of the Project and the security interest of the Trustee created by the Indenture in the Issuer's right, title, and interest in this Loan Agreement, the Notes,

and the Mortgage and in the revenues and amounts to be received and held hereunder and thereunder shall be perfected by the filing of financing statements or instruments effective as financing statements which fully comply with the State Uniform Commercial Code-Secured Transactions or by the taking of possession of appropriate collateral. The parties further agree that all necessary continuation statements shall be filed within the time prescribed by the State Uniform Commercial Code-Secured Transactions, and the appropriate parties shall maintain possession of appropriate collateral in order to continue the security interests identified in this Section 12.02, to the end that the rights of the owners of the Series 2025 Bonds and the Trustee in the Project and other collateral shall be fully preserved as against third party creditors of, or purchasers for value in good faith from, the Issuer or the Borrower.

Section 12.03 Maintenance of Security Interests. Annually, within 30 days after the end of each Fiscal Year, and so long as the Series 2025 Bonds have not been discharged under the Indenture, the Borrower shall file with the Trustee a certificate describing, as of the last day of the immediately preceding Fiscal Year, each item of tangible personal property not described in a previous similar certificate, which has been added to the Project, whether as a substitution, replacement, or addition, and whether or not, when added, it became real property, if the aggregate cost of such items in the preceding Fiscal Year exceeds \$25,000. The Borrower shall deliver possession of all instruments or cash deemed necessary or advisable for perfection of and continuance of the perfection of the security interests in such property. At the expense of the Borrower, the Issuer and the Trustee shall deliver all instruments, including financing statements, required of it in the opinion of such Independent Counsel, and the Borrower shall file all such instruments, or cause them to be filed, and the Borrower shall continue the security interests of all such instruments by appropriate refilings, or cause them to be so continued, and shall maintain possession of all appropriate instruments in accordance with Section 3.03 until all Bonds have been discharged under the Indenture.

Section 12.04 Construction and Binding Effect. This Loan Agreement constitutes the entire agreement of the parties and supersedes any prior agreements. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Borrower, and their respective successors and assigns subject, however, to the limitations contained in Sections 8.03 and 9.01. The Issuer and Borrower specifically intend and agree to limit contractually the amount of interest payable under this Loan Agreement, the Notes, the other Bond Documents, and all other instruments and agreements related hereto and thereto to the maximum amount of interest lawfully permitted to be charged under applicable law. Therefore, none of the terms of this Loan Agreement, the Notes, the other Bond Documents, and any instrument pertaining to or relating hereto and thereto, shall ever be construed to create a contract to pay interest at a rate in excess of the maximum rate permitted to be charged under applicable law, and neither Borrower nor any other party liable or to become liable hereunder, or under the Notes, the other Bond Documents, or under any other instruments and agreements related hereto and thereto, shall ever be liable for interest in excess of the amount determined at such maximum rate, and the provisions of this paragraph shall control over all other provisions of this Loan Agreement, the Notes, or the other Bond Documents, or of any other instrument pertaining to or relating to the transactions herein and therein contemplated. If any amount of interest taken or received by Issuer shall be in excess of said maximum amount of interest which, under applicable law, could lawfully have been collected by the Issuer incident to such transactions, then such excess shall be deemed to have been the result of a mathematical error by all parties hereto and shall, at the election of Issuer, either be

applied as credit against the then unpaid principal amount of the Loan or refunded promptly to the party paying such amount. All amounts paid or agreed to be paid in connection with such transactions which would under applicable law be deemed "interest" shall, to the extent permitted by such applicable law, be amortized, prorated, allocated, and spread throughout the stated term of the Loan. "Applicable law" as used in this paragraph means that law in effect from time to time which lawfully permits the charging and collection of the highest permissible lawful, nonusurious rate of interest on the transactions herein contemplated, including laws of the Commonwealth of Pennsylvania and of the United States of America; and "maximum rate" as used in this paragraph means, with respect to each portion of the obligations referred to herein, the maximum lawful, nonusurious rate of interest (if any) which under applicable law the Issuer is permitted to charge from time to time with respect to such portion of such obligations.

Section 12.05 Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.06 Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in the Bond Fund, the Debt Service Reserve Fund, the Operating Expense Reserve Fund, the Repair and Replacement Reserve Fund, or other funds provided for herein upon expiration or sooner termination of the Loan Term, as provided in this Loan Agreement, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), the fees, charges, and expenses of the Trustee and paying agents in accordance with the Indenture, shall belong to and be paid to the Borrower.

Section 12.07 Fees Paid by the Borrower. The Borrower shall pay or cause to be paid all fees and expenses relating to this Loan Agreement, including but not limited to, the expense of examination of title, premiums of mortgagee's title insurance in such amount and form as may be satisfactory to the Trustee, costs of all supplemental examinations and certifications of title, the recording fee upon the Mortgage, expenses of any present or future assignment or assignments of collateral security, if any, required by the Trustee, and attorneys' fees. In case the Trustee pays or advances any money for' fees, surveys, recording, recording tax, examination of title, mortgagee's title insurance policies, preparation of documents, any expenses incurred in the completion of this transaction, the payment of any insurance premiums, encumbrance, tax, assessment, or other charge or lien upon the Project, or any other amounts necessary for the payment of the cost of improvements, the same shall be advances payable in accordance with Section 6.08 of this Loan Agreement.

Section 12.08 No Agency Relationships. The Issuer, the Bondholders and the Trustee do not assume the duties of the contractor or architect of any construction or any Additions or Alterations and shall be under no obligation to construct or supervise the construction of the Project or any Additions or Alterations or to make any inspections of the improvements related thereto, and it is further understood and agreed that any inspection by the Issuer or the Trustee or their agents of any construction or any Additions or Alterations, whether paid for by the Borrower or its successors in title, is for the sole purpose of protecting the security of the Bondholders, and the Borrower shall not be entitled to claim any loss or damage against the Issuer or the Trustee or their agents or employees for the failure of the Issuer's or the Trustee's agents or employees to properly discharge their responsibilities to the Issuer or the Trustee.

Section 12.09 [RESERVED].

Section 12.10 Amendments, Changes, and Modifications. Neither this Loan Agreement nor the Indenture may be amended, changed, modified, altered, or terminated, except as provided in the Indenture and in each instance only with the prior written consent of the Trustee.

Section 12.11 Execution of Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.12 Law Governing Construction of this Loan Agreement. This Loan Agreement is prepared and entered into with the intention that the law of the State, exclusive of such state's rules governing choice of law, shall govern its construction.

Section 12.13 Subordination to Indenture. This Loan Agreement and the rights and privileges hereunder of the Borrower are specifically made subject and subordinate to the rights and privileges of the Trustee and the owners of the Bonds appertaining thereto set forth in the Indenture.

[End of Article XII

SIGNATURES

IN WITNESS WHEREOF, the Issuer has executed this Loan Agreement by causing its name to be hereunto subscribed by its Mayor and attested by its City Clerk; and the Borrower has executed this Loan Agreement by causing its name to be hereunto subscribed by its Chief Executive Officer; all being done as of the day and year first above written.

CITY OF RIFLE, COLORADO

By:

Mayor

Attest:

City Clerk

HABITAT FOR HUMANITY OF THE ROARING
FORK VALLEY, INC.

By:

Chief Executive Officer

EXHIBIT A

Description

[To be provided]

EXHIBIT B

Promissory Notes

[To be provided]

EXHIBIT C

Form of Project Fund Requisition

Certificate and Requisition for Payment (Project Fund)

Date: _____, 20__

Draw Request # _____

Habitat for Humanity of the Roaring Fork Valley, Inc. (the "Borrower") hereby requests, pursuant to the Loan Agreement, dated as of _____, 2025 (the "Loan Agreement"), by and between the Borrower and the City of Rifle, Colorado (the "Issuer") that the following amounts be disbursed to the following parties for the account of the Borrower from the _____ Account of the Project

(complete with either Construction Account or Insurance Account)

Fund created under the Trust Indenture, dated as of _____, 2025, between the Issuer and U.S. Bank Trust Company, National Association (the "Trustee"):

Name of Payee

Amount Requested

The nature and purpose of the disbursement for which payment is requested is described below (or on an attached sheet if additional space is required):

The undersigned does hereby certify to the Trustee that, as of the date hereof, (1) all conditions to payment have been fulfilled and Borrower is entitled to receive the sums requested, (2) the representations and warranties of the Borrower in the Loan Agreement are hereby ratified and confirmed and there is no existing breach thereof, (3) the above-listed items are properly included within the definition _____ included within the Loan Agreement and is a proper charge against the

(complete with either "Project Costs" or "Issuance Costs")

costs of the Project for a purpose to which the Bond Proceeds may be applied and has not been the basis for any previous disbursement, (4) the value of the work completed is as set forth in this requisition; (5) the work and materials covered by this requisition conform to the requirements of the Loan Agreement; (6) such payment, when added to all other disbursements previously made, will not result in a violation of the restrictions on use of Bond Proceeds specified in the Loan Agreement; (7) the construction of the Project has been performed in a good and workmanlike manner; (8) all required insurance has been obtained by the Contractor as required by the Construction Contract and is in effect; and (9) he or she has no knowledge of an occurrence of an "Event of Default".

Habitat for Humanity of the Roaring Fork Valley,
Inc.

By: _____
Authorized Borrower Representative

EXHIBIT D

Form of Repair and Replacement Reserve Fund Requisition

Certificate and Requisition for Payment (Repair and Replacement Reserve Fund)

Date:

Habitat for Humanity of the Roaring Fork Valley, Inc. (the "Borrower") hereby requests, pursuant to the Loan Agreement, dated as of _____, 2025 (the "Loan Agreement"), by and between the Borrower and the City of Rifle, Colorado (the "Issuer") that the following amounts be disbursed to the following parties for the account of the Borrower from the Repair and Replacement Reserve Fund created under the Trust Indenture, dated as of _____, 2025, between Issuer and U.S. Bank Trust Company, National Association (the "Trustee"):

Name of Payee	Nature of Disbursement	Amount
---------------	------------------------	--------

The Borrower does hereby certify to the Trustee that, as of the date hereof, (1) all conditions to payment have been fulfilled and Borrower is entitled to receive the sums requested, (2) the representations and warranties of the Borrower in the Loan Agreement are hereby ratified and confirmed and there is no existing breach thereof, and (3) the above-listed items are authorized disbursements from the Repair and Replacement Reserve Fund pursuant to Section 4.05 of the Loan Agreement and, as of the date hereof, are properly payable therefrom pursuant to Section 4.05 of the Loan Agreement. All capitalized terms not otherwise defined herein shall have the same meaning as designated in the Loan Agreement referred to above.

Habitat for Humanity of the Roaring Fork Valley,
Inc.

By: _____
Authorized Borrower Representative



Agenda Item #6.b.

Agenda Item Name:

Consider Increase to Compensation for City Prosecutor

Presenter:

Kathy Pototsky, Court Clerk / PIO
James S. Neu, City Attorney

Item Description:

We are requesting an increase in the hourly compensation rate for the City Prosecutor, Timothy Graves. The current hourly rate is \$150 and is based on his 2022 Agreement for Professional Services. The requested amount is \$175 per hour and reflects the changes in the market and Rifle's desire to stay competitive. The 2025 budget can support this modification.

The hourly rate and term and recitals are the only amendments or updates. No other changes have been made to the original agreement.

Recommended Action:

Move to approve the agreement for Professional Services between the City of Rifle and Timothy Graves with LeMoine & Graves, P.C. to increase the hourly rate for the City Prosecutor from \$150 to \$175 and increase the base salary to \$55,000.

Fiscal Impact:

\$5000 additional funds from the general fund.

Operational Impact:

None

Prior Board Motions:

None

Background Information:

In 2022, an agreement was reached for prosecutorial services between the City of Rifle and Timothy Graves with a compensatory hourly rate of \$150. Changes in market conditions and the desire to stay competitive necessitate a request to increase the amount up to \$175 per hour.

Executive Summary:

To keep competitive, the municipal court is requesting an increase in salary for the City Prosecutor from \$150 per hour to \$175 per hour. This will also result in an increase in base salary from \$50,000 to \$55,000.

Notification Requirements:

none

Prepared By:

Kathy Pototsky, Court Clerk / PIO

Attachments:

1. 20250101-Prosecutor Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made effective the 1st day of January 2025 between the CITY OF RIFLE, a Colorado home-rule municipality (the "City"), and LEMOINE & GRAVES, P.C., a Colorado professional corporation ("Contractor").

WHEREAS, the City Council appointed Timothy Graves with LeMoine & Graves, P.C. ("Contractor") as the Rifle Municipal Prosecutor and Contractor agreed to perform the services of Municipal Prosecutor as an independent contractor in accordance with the provisions of that certain Agreement dated October 1, 2022 (the "2022 Agreement"); and

WHEREAS, the parties desire to amend and update the 2022 Agreement and this Agreement shall control and supersede the 2022 Agreement.

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. Contractor agrees to provide prosecutorial services to the City of Rifle that will include the responsibility for prosecution of all municipal code violations referred by the City's various departments, including the police department and code enforcement division. Services will include preparation for and attendance at all municipal court sessions to represent the City of Rifle as prosecutor, including full victim services, and are more particularly described on Exhibit A.

2. Consideration. Contractor shall be paid \$55,000 per year ("Base Salary") on a pro-rata monthly basis following the first month of Services. The City shall pay Contractor the Base Salary, and any additional services outside the scope of the Base Salary, within thirty (30) days of receiving an itemized invoice from Contractor for such services. The Base Salary does not include appeals to the District Court by either defendants or the City. Services related to any and all such appeals shall be billed on an hourly basis. For purposes of this Agreement, Contractor's hourly rate for any services shall be \$175.00 per hour for all attorney time, plus customary costs including collation of court files, mailing charges and costs for the preparation of photographic and video evidence. The hourly rate for all legal assistant time shall be \$60.00 per hour. In the event Contractor finds it necessary to retain a Special Prosecutor because Contractor is unavailable or has a conflict of interest on a matter, compensation to the Special Prosecutor will be paid by the City.

3. Term and Renewal. The term of this Agreement shall be from January 1, 2025 to December 31, 2025, or until the Agreement is terminated pursuant to Paragraph 10 herein. At the end of the term, the City Council shall determine whether to grant an extension of said contract in increments and at a rate as may be mutually agreeable to the City and the Contractor. If no action is taken, this Agreement will continue on a month-to-month basis under the same terms set forth herein.

Agreement for Professional Services
City of Rifle Prosecutor

4. Status. The Contractor is an independent contractor and shall not be considered an employee or agent of the City for any purpose.

5. Ownership of Instruments of Service. The City acknowledges the Contractor's work product, including electronic files, are instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the City upon completion of the services.

6. Standard of Care. The standard of care applicable to the Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services.

7. Indemnity, Insurance and Governmental Immunity Act. To the extent permitted by law, each party to this Agreement shall hold harmless and indemnify the other party, including the other party's employees, officers, agents, and assigns, from award of damages, to the extent such award of damages arises from the action or inaction of that party's own officers, employees and agents. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the other parties would otherwise be entitled under C.R.S. §24-6-101, et seq. as amended.

8. Termination. The City or the Contractor may terminate this Agreement at any time by providing a minimum sixty (60) calendar days' written notice to the other party. If the parties have mutually determined that the work has become infeasible, the parties agree to terminate the Agreement in accordance with this Paragraph. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed to date based on estimate percentage of completion, including the percentage of any and all work items begun but not completed.

9. Agreement Administration and Notice. For purposes of administering this Agreement, the City Manager shall represent the City in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the City:	City Manager, City of Rifle P.O. Box 1908 Rifle, CO 81650
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Copy to:	Karp Neu Hanlon, P.C. 201 14 th Street, Suite 200 P.O. Drawer 2030 Glenwood Springs, CO 81601
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To the Contractor:	LeMoine & Graves, P.C. 120 West Third Street Rifle, CO 81650
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Agreement for Professional Services
City of Rifle Prosecutor

10. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against Contractor by reason thereof.

11. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

12. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this agreement shall lie in Garfield County, Colorado.

13. Authority. Each person signing this Agreement, **and any addendums or attachments hereto**, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

14. Attorneys' Fees. Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands effective the date first written above.

CITY OF RIFLE, COLORADO

By: _____
Patrick Waller, City Manager

ATTEST:

City Clerk

Agreement for Professional Services
City of Rifle Prosecutor

LEMOINE & GRAVES, P.C.

By: _____
Timothy L. Graves

EXHIBIT A

CITY OF RIFLE, COLORADO
Prosecutorial Services
Scope of Work

Prosecutorial Services will include the responsibility for the prosecution of all municipal code violations refereed by the City's various departments, including the Police Department and Code Enforcement division. Services will include preparation for and attendance at all municipal court sessions to represent the City of Rifle as Prosecutor.

The Municipal Prosecutor will work closely with the Judge, Municipal Court Administrator, Deputy Court Clerk, YouthZone, and Police Department personnel in managing the court schedule. Normally, hearings are conducted as follows:

- Juvenile court hearings: Every first Wednesday of the month at 1:00 p.m. A typical Juvenile day currently consists of 8 to 20 cases and Youth Zone would also be present.
- Adult court hearings: Every first and third Wednesday of the month at 8:00 a.m. A typical adult day currently consists of 50 to 100 cases.

Normally, the Municipal Prosecutor would arrive fifteen (15) minutes ahead of the start time to meet with any defendants who request to speak with the Prosecutor.

Additionally, the City's Prosecutor is responsible for the prosecution of all municipal trials, both jury trials and court trials. Trials are normally scheduled as follows:

- Bench Trials: Every 3rd Wednesday of the month. Specific times are assigned for bench trials.
- Jury Trials: Conducted only upon request of the defendant or the defendant's attorney. Normally, once the request is made, the Judge will issue pre-jury trial orders and schedule the jury trial date. Jury Trials begin at 8:00 a.m.

The City Prosecutor will be expected to provide services to the City as needed, with an estimated average work schedule of 45-55 hours per month.

REPORTING AND OTHER REQUIREMENTS

The City Prosecutor shall submit monthly activity status reports describing the services rendered. This statement may be submitted with the invoice for services.



Agenda Item #6.c.

Agenda Item Name:

Consider Amending Appendix A to the Rifle Municipal Code Regarding Bulk Water Rates, and Repealing Section 13-3-90(D) Regarding the Airport Road Sewer Line Cost Recovery Surcharge That Has Been Satisfied - Ordinance No. 1, Series of 2025 - 1st Reading

Presenter:

Jared Emmert, Utilities Director

Item Description:

Consider amending RMC Appendix A regarding bulk water rates, and repealing Section 13-3-90(D) regarding the Airport Road sewer line cost recovery surcharge.

Recommended Action:

Move to approve Ordinance No. 1, Series of 2025, on first reading as presented and order it to be published as required by charter.

Fiscal Impact:

Revenue generated by the Bulk Water Sales station will increase initially, due to the adjustment of the bulk water rate in Appendix A. No fiscal impacts of repealing the Airport Road sewer line surcharge are anticipated because cost recovery has been satisfied.

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

The price of bulk water sales is set by RMC Appendix A. Updating the bulk water rate requires an amendment to Appendix A each time. The proposed change to Appendix A will allow the bulk water rate to automatically adjust by being set equal to the out-of-city base water rate. The pricing of bulk water will increase by 2.5% on January 1 each year, along with all other classes of water users. This will keep the pricing of bulk water fair and equitable compared to rate-payers on the city water system. The initial adjustment will cause a price increase from \$15.00 per thousand gallons to \$25.36 per thousand gallons.

RMC Section 13-3-90(D) was put in place as a developer reimbursement for the installation of sewer main along Airport Road. The cost recovery has been satisfied, so this section is no longer necessary.

Executive Summary:

The proposed change to RMC Appendix A will allow the price of bulk water to automatically update each year, similar to all other classes of water users. The initial adjustment will cause a price increase from \$15.00 per thousand gallons to \$25.36 per thousand gallons. The price will escalate by 2.5% on January 1 each year, similar to the other classes of water users.

RMC Section 13-3-90(D) was created as a cost recovery surcharge for development to pay for the installation of sewer main along Airport Road. The cost recovery has been satisfied, so the section can be removed to tidy up the municipal code.

Notification Requirements:

N/A

Prepared By:

Jared Emmert, Utilities Director

Attachments:

1. Ordinance No. 1-Bulk Water Rates

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 1
SERIES OF 2025**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING APPENDIX A TO THE RIFLE MUNICIPAL CODE REGARDING BULK WATER RATES AND REPEALING SECTION 13-3-90(D) REGARDING THE AIRPORT ROAD SEWER LINE COST RECOVERY SURCHARGE THAT HAS BEEN SATISFIED.

WHEREAS, the City of Rifle provides bulk water service as a convenience for the community, and as residential water rates have been adjusted to maintain fiscal responsibility within the water enterprise, bulk water rates have not been appropriately amended; and

WHEREAS, Section 13-3-90(d) of the Rifle Municipal Code assesses a sewer surcharge to certain properties on Airport Road to recover costs incurred by the City for installing that infrastructure that has since been recouped; and

WHEREAS, the City Council finds and determines that it is in the best interests of the citizens of Rifle to amend the rate for bulk water service at Section 13-1-380 in Appendix A and repeal Section 13-3-90(d) of the Rifle Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, THAT:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. The following bulk water rate at RMC Section 13-1-380 referenced in the Code at Appendix A is hereby amended to read as follows, effective March 1, 2025, and the County Road 346 Sewer Surcharge at RMC Section 13-4-90(d) is hereby repealed:

13-1-380	Water rates Standard water service fees for users within corporate city limits: All classes of water users located within the corporate City limits shall pay the following monthly water service fees:	
	Bulk sales rate (hydrant - when permitted)	150% the applicable in-City rate per 1,000 gallons
13-4-90	Wastewater system improvement fees and surcharge	
	(d) Surcharge. See Subsection 13-4-90(d) for an additional charge applied to users who connect to the City's County Road 346 project.	

Section 3. Section 13-3-90(d) of the Rifle Municipal Code is hereby repealed in its entirety.

INTRODUCED, on January 15, 2025, read in full, passed on first reading, and ordered

published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on February 5, 2025, approved without amendments, and ordered published in full as required by the Charter.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #6.d.

Agenda Item Name:

Consider Awarding Bid of Design Services for Birch Park

Presenter:

Iris Trevisano, Procurement and Grant Reporting Manager
Austin Rickstrew, Parks & Recreation Director

Item Description:

Considering Awarding Bid for the design of Birch Park to Design Concepts

Recommended Action:

Move to award design services in the amount of \$240,612 to Design Concepts

Fiscal Impact:

The design was budgeted for 2025 and is part of the Birch Park Master Plan. Grant funding for this project has been secured from Colorado Parks and Wildlife and Great Outdoors Colorado.

Operational Impact:

Birch Park will enhance the recreational offerings in Rifle but will require increased maintenance and administrative oversight, particularly during peak usage seasons. Allocating appropriate resources and planning for operational staffing adjustments will be critical to ensure long-term success and sustainability.

Prior Board Motions:

The Birch Park Master Plan was presented to City Council at the April 19, 2023 meeting.

Background Information:

The Birch Park Master Plan was completed in April 2023, and the City awaited grant funding to initiate the project. In 2024, funding was successfully secured through grants from the Land and Water Conservation Fund (LWCF) and Great Outdoors Colorado (GOCO). The City was able to secure \$2,050,000.00 in grant funding to date. The project is included in the 2025 budget for design and construction.

The park will feature a variety of recreational amenities, including a playground, climbing boulders, pickleball and futsal courts, bike trails, picnic shelters, and a trailhead connection to the Raynard Ditch Trail. Additional planned elements include multi-use sports fields, a sledding hill, an amphitheater, lookout shelters, a pollinator garden, and restroom enclosures. These amenities will provide programmed and flexible spaces for community gatherings, spontaneous recreation, and active lifestyles.

This new project will transform an underutilized hay pasture in the Graham Mesa neighborhood into a community-focused recreational space. This neighborhood park is designed to enhance the quality of life for residents by offering a diverse range of amenities and activities that accommodate various ages and abilities.

More Information on Bids Received: <http://www.rifleco.org/PacketAddendums>

Executive Summary:

The design procurement process emphasizes innovative, cost-effective solutions while meeting sustainability and accessibility goals. Construction is planned to begin in mid-summer 2025, with completion expected by early 2026. Key project phases will be adjusted to balance funding and design priorities. This project aligns with Rifle's long-term vision for vibrant public spaces and lays the foundation for continued growth in recreational amenities.

Staff posted the Request for Proposals (RFP) on Bidnet and received six responses from qualified firms: Design Concepts, DHM Design, DTJ DESIGN Inc., Land Design, Mammoth Sports Construction, LLC, and THK Associates, Inc. The selection committee reviewed and scored the submissions, inviting the top two scorers—Design Concepts and DTJ DESIGN Inc.—to participate in interviews.

Following the interviews, the teams were re-scored by the selection committee. Both firms demonstrated the technical expertise and experience necessary to complete the design. However, Design Concepts was determined to be the better choice for this project. While DTJ DESIGN Inc. presented a compelling proposal, they excluded geotechnical work and survey services from their pricing, which would have required the city to contract those services separately. This distinction ultimately set Design Concepts apart.

Since this project involves Professional Services, the award is not solely based on price. Based on the interview scores, staff recommends that Design Concepts be awarded the contract for the design of Birch Park.

Notification Requirements:

N/A

Prepared By:

Austin Rickstrew, Parks & Recreation Director

Attachments:

1. RFP 11200224 Birch Park RFP and Addendum
2. RFP 11200224 Interviewed Consultants
3. RFP 11200224 Birch Park RFP Scoring
4. Birch Park Design Services Memo 1.9.25
5. RFP 11200224 Birch Park Purchase Request

Birch Park Design Build



Request for Proposal

November 20, 2024

City of Rifle

Parks & Recreation

202 Railroad Avenue

Rifle, Colorado 86150

2024/2025

Proposal Due Date: January 3, 2025, 9 a.m.

Question Deadline: December 9, 2024, 12 p.m.

Award Date: January 15, 2025

Estimated Completion Date: April 2025

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REQUEST FOR PROPOSAL

For

Birch Park Design Build

The City of Rifle invites qualified firms to submit sealed proposals through the Bidnet Direct website, www.bidnetdirect.com.

Proposals will be accepted until **9 a.m. January 3, 2025** for the design of the Birch Park Build.

This is a best value solicitation. Qualifications, experience, performance on past projects (good standing), and availability are critical aspects of our analysis. The review of submittals will look at the completeness of proposal, scope of work consistent with RFP, personnel skill and availability, commitment to schedule, and cost.

Questions concerning this proposal shall be addressed to Iris Trevisano, Procurement and Grant Reporting Manager at itrevisano@rifleco.org. The final deadline for questions is **December 9, 2024. 12 p.m.**

Evaluations of received RFPs will begin January 6th, 2025. The selection decision for the qualified consultant firm will be by City Council at a regularly scheduled Council Meeting.

1. Overview

The City of Rifle is seeking design services of a new park. Rifle will develop an underutilized hay pasture in its Graham Mesa neighborhood into Birch Park. Birch is designed to be a neighborhood, rather than regional park, with a wide range of flexible recreational amenities to meet the needs, abilities, and interests of all users. New recreational amenities at Birch Park will include playground equipment, climbing boulders, multi-use fields, pickleball courts, a futsal court, a sledding hill and amphitheater, “Lookout” shelters and associated play equipment, softscape bike trails, concrete connecting trails to the Raynard Ditch Trail, a pollinator garden with native vegetation, picnic shelters and restrooms, and landscape planting and improvements. Both programmed and flexible sports activities can take place simultaneously at the futsal court and fence in pickleball courts. The multi-purpose fields will not be formally programmed so that both scheduled and pickup practices and games can take place in the same vicinity. A new trailhead is proposed to officially connect the Raynard Ditch Trail to the west to Birch Property Park, allowing for easy access in and out of the site. The Raynard Ditch Trail is currently utilized by walkers, joggers and children commuting to and from school. The location of Birch would provide an enticing destination for children and families to enjoy before and after the school day ends. With ample shelters and picnic tables, Birch will also serve as a central hub for neighborhood social events such as birthday parties and family gatherings. pond inlet structure for water plant.

2. Project Goal

- a. To identify a highly qualified bidder to conduct the Design and Construction documents of Birch Park
- b. Delivery
 - i. Design and permitting will take place over the Winter to allow for construction to start Mid-Summer.

3. Scope of Work

The selected firm will create comprehensive plans for the park the at align with the Birch Property Park Master Plan. The scope of work will include, but is not limited to, a design process which includes the following elements:

- a. Conceptual Design Refinement
- b. Schematic Design Development
- c. Construction Documents
- d. Permitting and Compliance
- e. Coordination Meetings
- f. Bidding Support and Contractor Coordination.

4. Tasks

- a. **Conceptual Design Refinement:**
 - i. Review and refine existing master plans to develop a cohesive and practical design that meets community needs and enhances recreational opportunities.
 - ii. Incorporate community and stakeholder feedback received from previous engagement sessions, including prioritization of the futsal court.
 - iii. Ensure the design aligns with the city's goals for sustainability, accessibility, and aesthetic cohesion.
- b. **Schematic Design Development:**
 - i. Develop multiple schematic design options with initial cost estimates for city review.
 - ii. Provide visual representations, such as renderings, layout plans, and material samples, to convey design intent.
 - iii. Coordinate with relevant city departments and stakeholders to ensure compatibility with the site's environment and existing infrastructure.
- c. **Construction Documents:**
 - i. Prepare detailed construction documents (CDs) that include architectural, civil, electrical, and landscape plans, as applicable.
 - ii. Ensure all drawings meet local and state building codes, ADA requirements, and industry standards.
 - iii. Prepare specifications for materials, construction methods, site grading, landscaping, utilities, and drainage plans.
 - iv. Develop an erosion control and stormwater management plan, ensuring compliance with environmental regulations.
- d. **Cost Estimating and Phasing Plan:**
 - i. Provide a detailed cost estimate for the project based on design documents.

- ii. Outline a phasing plan for construction that allows for minimal disruption to the surrounding community and optimizes project resources.
 - iii. Identify potential value engineering options without compromising the design integrity.
- e. **Permitting and Compliance:**
 - i. Assist in identifying required permits and approvals needed to commence construction.
 - ii. Prepare documentation for necessary permits and coordinate with city officials for timely approval.
- f. **Coordination and Meetings:**
 - i. Participate in regular project meetings with city staff, stakeholders, and community members to provide updates and gather feedback.
 - ii. Present design options and construction plans to the city council or other governing bodies, if needed.
- g. **Bidding Support and Contractor Coordination:**
 - i. Assist in developing bid documents and evaluating contractor proposals.
 - ii. Provide clarifications during the bidding process and address any questions from potential contractors.

Deliverables:

- i. Refined schematic designs with multiple options for city review.
- ii. Detailed construction documents, including architectural, civil, electrical, and landscape plans.
- iii. Comprehensive cost estimates and phasing plans.
- iv. Permit applications and environmental compliance documentation.
- v. Bid package, contractor evaluation support, and construction administration services, if requested.

5. Submittal

The proposal shall be submitted in one part. Please limit the proposal to 12 pages (excluding resumes, project descriptions, and any required attachments) of text and/or figures, photos, etc., one sided (or 6 pages two sided). A basic corporate resume of qualifications is sufficient.

Elements to be included along with the proposal:

- a. Letter of Interest, including the price quote the design for the project scope of work discussed above.
- b. Description of the approach and plan for performing services outlined in the Scope of Work (see above), including.
- c. Description of how the Proposer will specifically target the needs of the City.
- d. Proposed timeline/schedule.
- e. Provide a detailed fee schedule outlining the services as presented in your proposal. If the proposal includes any expenses to be billed separately from professional fees, provide a detailed estimate of such expenses.

6. Questions

Potential bidders may direct questions to Iris Trevisano at itrevisano@riflco.org Question deadline: Monday, December 9, 2024, at 12 p.m.

7. Delivery of Proposal

Electronic submission is to be uploaded to the Bidnet direct website, www.bidnetdirect.com. The electronic submission must be compiled into a single pdf or Word document. The deadline for submitting responses to this RFP is **9 a.m. January 3, 2025.**

Documents uploaded to Bidnet will be sealed until the due date and time indicated in the solicitation. It is the sole responsibility of the respondent that the response is submitted and received before the due date and time as specified in this document. The City of Rifle is not responsible for delays in transmittal or delays caused by any other occurrence. Please allow sufficient time to complete the response and upload documents.

8. Schedule

- Proposal Due Date: January 3, 2025, 9 a.m.
- Question Deadline: December 9, 2024, 12 p.m.
- Notice of Award estimated: January 15, 2025

This RFP does not commit the City of Rifle to award or contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. The City of Rifle reserves the right to reject all, or any, submitted as a result of this request, to negotiate with all qualified

sources, or to cancel all or part of the RFP. The City Council reserves the right to not hire any of the candidates provided. Additionally, the City Council reserves the right to hire a candidate not recommended.

9. Evaluation

- a. Qualifying Firms are required to have experience.
 - i. Landscape Architecture on staff
 - ii. Experience designing municipal parks
- b. Bid acceptance and bid evaluation.
 - i. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Code. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs.
 - ii. The invitation for bids shall set forth the evaluation criteria to be used. In addition to the evaluation criteria set forth in the invitation to bid, the following criteria may be considered, in addition to price:
 - 1. Technical Expertise- Staffed includes a Landscape Architecture and designing municipal parks (0-30)
 - 2. Implementation plan - clear overview of the steps of a successful design process (0-10)
 - 3. Previous experience on similar projects - work performed on projects with similar scope (0-20)
 - 4. Timeline/schedule - clearly delineated timeline with specific milestones (0-25)
 - 5. Quality, clarity, creativity and understanding of the scope of work outlined that clearly and specifically illustrates the tasks that will be completed and accomplished (0-15)

10. Local Preference Code Sec. 4-3-210

- i. The following local preferences shall be considered in source selection for all City contracts:

1. Notwithstanding other provisions of this Article, in the awarding of contracts for goods or services, the City Council and Procurement Officer shall provide the following primary and secondary percentage preferences for local goods and services provided by local vendors when quality, delivery time and services are judged by the Procurement Officer to be essentially equal:

Contract>Amount	Primary Preference City of Rifle Goods/Vendors	Secondary Preference Garfield County Goods/Vendors
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	8% discount	4% discount
\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2.5% discount
\$100,000 to \$200,000	4% discount	2% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount

2. For all competitive bonded bid purchases in excess of one hundred thousand dollars (\$100,000.00), the City shall provide these local preference provisions within the "Instructions to Bidders" documents.
3. Exception: Local preference shall not apply to contracts required by applicable state or federal laws or regulations to be awarded to the "lowest responsible bidder" or to any contracts that are statutorily or otherwise precluded from the use of local vendor preference. No local preference shall apply where grant funds are used which expressly prohibit the use of such local preference.

- b. The Procurement Officer may establish an administrative process to pre-qualify local vendors.

(Ord. 7, § 2, 2022)

11. Award

The City reserves the right to reject any or all bids, to waive any informalities or technical defects in bids, and unless otherwise specified by the City or by the bidder, to accept any items or group of items in the bid, as may be in the best interest of the City. No verbal explanations, clarifications, additions or instructions will be binding to either the City or the bidders, except those confirmed in writing. A signed purchase order/bid furnished to the successful bidder results in a binding bid without further action by either party. Notice of Award estimated: January 15, 2025

ADDENDUM#1

12/9/2024

RFP 11202024 – Birch Park Design Build

Questions Received:

Q1: Will the surveyor that prepared the existing conditions survey be contracted by the City for additional design survey needs or does the design team need to make provisions for project survey needs. If the design team needs to bring on a surveyor, will the RFP existing conditions survey be made available, in cad, including point files?

A1: No, the surveyor that prepared the existing conditions survey will not be contracted by the City. It will be the responsibility of the design team to make provisions for the project's survey needs. The existing conditions survey will be made available in CAD format, including point files, to the successful bidder.

Q2: Will a Geotech report be provided or is this a design team requirement.

A2: A Geotech report will not be provided by the City. It is a requirement for the design team, as no geotechnical work has been completed for the site.

Q3: Is the Birch Street extension a public roadway extension or driveway for the park. If an extension, can you identify the classification of the extension/ existing Birch St.?

A3: Birch Avenue is considered a collector street and a public roadway, which will also apply to the extension.

Q4: Does the right of way width exist for the full width extension of the proposed roadway. Survey shows a 25' right of way. Will the City require technical assistance in defining and acquiring right of way with this scope?

A4: There is 50" of recorded Right of Way and no additional acquisition assistance is requested as part of this scope. Reception No. 627610 and Reception No. 627611

Q5: Is there a design review/entitlement process we need to follow? Or just construction approval/building department?

A5: The review process will involve the design team and the city engineer, who will evaluate each phase of the design/engineering process to ensure alignment with project goals, compliance with standards, and overall feasibility.

Q6: Will the City please share the anticipated project budget? Has the City secured funding for a complete build-out or will phasing be required based on current available funding? The RFP identifies phasing to reduce impacts to the community, but it is unclear how or if this phasing relates to funding.

A6: The City has secured a total of \$2,685,000 in funding for the project, which includes \$1.25 million from an LWCF grant, \$800,000 in GOCO funding, and \$635,000 from the City of Rifle. While the budget covers the full design of all three phases, the determination of which items may need to be phased will depend on project estimates as the design progresses.

Q7: Are there any grant funding requirements that need to be considered?

A7: This project has been awarded two grants GOCO Community Impact and Colorado Land and Water Conservation Fund. With the requirement of a Build American and Buy America.

Q8: What level of refinements is the City looking for as stated in Task 4.a.i - Conceptual Design Refinement? Considering the master plan is less than 2 years old, it is unclear what the goal of this task will be.

A8: The city is seeking detailed refinements to all aspects of the master plan as part of Task 4.a.i - Conceptual Design Refinement. This includes determining the specific equipment, materials, and structures that will be installed and used during the project to ensure alignment with the project goals and budget. While the master plan is less than two years old, this task focuses on advancing the conceptual plan into more detailed, actionable designs

Q9: How many schematic design options is the City requesting and what types of options is the City looking for in Task 4.b.i – Schematic Design Development? Are these related to funding/phasing options or is the City looking for new approaches for the design of the park that were not explored in the master plan?

A9: The City is requesting schematic design options that refine the master plan with a focus on funding and phasing considerations. The goal is to stay as close as possible to the phasing plan outlined in the master plan while accommodating necessary adjustments based on project estimates and funding. The City is not seeking entirely new design approaches for the park but is looking for thoughtful refinements to ensure the phasing and design align with available resources and project priorities.

Q10: Is the City anticipating any further community outreach as a part of the Conceptual Design or Schematic Design tasks? If so, what role should we include in our scope?

A10: No, community outreach portion has been completed and provided in the solicitation. Once the RFP has been awarded a meeting schedule will be setup between the city's project team and consultants.

Q11: Construction administration or construction phase support has not been identified in the outlined tasks 4.a-g, but CA services are noted in the deliverables. Please confirm whether construction phase support should be included in the detailed fee schedule as part of the proposal or if this will be requested at a later date following award of the construction contract., please clarify if the following will be included: site visits (approx. number), site observation reports, RFIs, submittals, etc

A11: Construction phase support services (e.g., site visits, site observation reports, RFIs, submittals, etc.) will **not** need to be included in the detailed fee schedule as part of the proposal at this time. These services are anticipated to be requested at a later date following the award of the construction contract.

Q12: What is driving and how critical is the mid-summer 2025 construction start date? Are there other project specific milestones that need to be considered?

A12: The mid-summer 2025 construction start date aligns with the timelines submitted during grant applications. This ensures compliance with the grant's requirements and keeps the project on track. A first-quarter 2026 completion is anticipated, making it essential to adhere to the mid-summer 2025 start to maintain the project schedule and meet funding obligations.

Q13: What review process will be used and who will be reviewing each phase of the design/engineering process?

A13: The review process will involve the design team and the city engineer, who will evaluate each phase of the design/engineering process to ensure alignment with project goals, compliance with standards, and overall feasibility.

Q14: Will the City provide a site survey or should these services and deliverables be included in the scope of services and related fees?

A14: The City will provide an existing conditions survey in CAD format, including point files, to the successful bidder.

Q15: Is an Architect needed for this part of the project? (i.e. will structures be custom or prefabricated?)

A15: An Architect is not needed for this part of the project, as all structures, including shade structures and playground equipment, will be prefabricated and not custom-designed. If additional clarification is needed regarding the role of design professionals, please let us know.

Q16: Additional clarity on the project schedule and expectations for the April completion date would be helpful. Is the April completion date for 100% CDs for all phases or is it only for the first phase of work?

A16: Yes, this is for all phases

Q17: Is there an internal meeting schedule already established?

A17: Once the RFP has been awarded a meeting will be setup between the department head and consultant.

Q18: Is Town Approval needed and if so what is the process?

A18: The award of the RFP will be recommended to City Council for approval.

Q19: What level of lighting is anticipated for the courts and sports field? I assume it will be nominal, given the dark sky goal for the park.

A19: The anticipated level of lighting for the park aligns with the dark sky goals and will be limited to essential areas. Specifically:

- Site lighting will be installed in the parking lot, at picnic shelters, and along the walking path.
- No lighting will be installed on any of the sports fields or courts.

This approach ensures minimal light pollution while maintaining safety and usability in key areas.

Q20: Can you quantify "multiple" schematics?

A20: Please provide two to three schematics.

Q21: Can you quantify “regular meetings” i.e. weekly , biweekly or other?

A21: "Regular meetings" will consist of the following:

- Biweekly meetings with the City's project team for updates and coordination.
- Two meetings with the Parks and Recreation Advisory Board.
- One meeting with the City Council.

This schedule provides a structured approach to ensure consistent communication and alignment throughout the project.

Q22: Is there any design work that has been completed for the expansion of the irrigation pond and pumping system?

A22: No design work has been completed to date for the expansion of the irrigation pond and pumping system. This aspect of the project will need to be addressed as part of the design and engineering process.

Q23: Is there an ALTA survey available for the site? Do you anticipate a need for an updated survey for ROW dedications or other needs?

A23: An ALTA survey is available for the site, and there is no anticipated need for an updated survey for ROW dedications or other requirements.

Q24: Is there mapping available for the referenced surrounding future development? Will Birch Ave be continued as a public street to access the park and other development to the north?

A24: There is currently no mapping available for the referenced surrounding future development, as the area has not yet been annexed into the city. However, Birch Avenue will continue as a public street to provide access to the park and will dead-end at the north boundary of the park property.

Q25: The master plan makes reference to portable bathrooms and possible sanitary sewer extension. Per my previous question, Is there a need to extend any utilities within Birch and is it anticipated that Birch will be a public street going north into the park?

A25: Yes, public utilities will be extended with the extension of Birch Avenue, as Birch will continue as a public street going north into the park. As for the bathrooms, the current plan is to provide portable bathrooms on site, which will be housed within an enclosure.

Q26: Is there a need for any additional cultural or historic research for the property? Is there a current study available?

A26: The cultural survey completed in June 2024 will be provided to the successful bidder. This will ensure they have the necessary information for the project.

Q27: Are as-built and close-out documents included in the scope of work

A27: Yes, as-built and close-out documents should be included in the scope of work. These are essential for project completion and ensuring all final details are properly documented.

Q28: Will a site lighting photometric plan be required?

A28: No, a site lighting photometric plan will not be required.

Q29: Will Rifle be anticipating any video surveillance or security cameras?

A29: No video surveillance or security cameras are anticipated as part of this scope of work.

Q30: Is Rifle requiring EV vehicle chargers in the parking lot? If so, how many are anticipated?

A30: No EV chargers are required.

Q31: Would Rifle like the shelters to have lighting and/or power receptacles?

A31: Yes, we would like to have lighting and power at shelters.

Q32: What permits are required to be onsite to perform geotech drilling?

A32: No permits are required to be onsite to perform Geotech drilling.

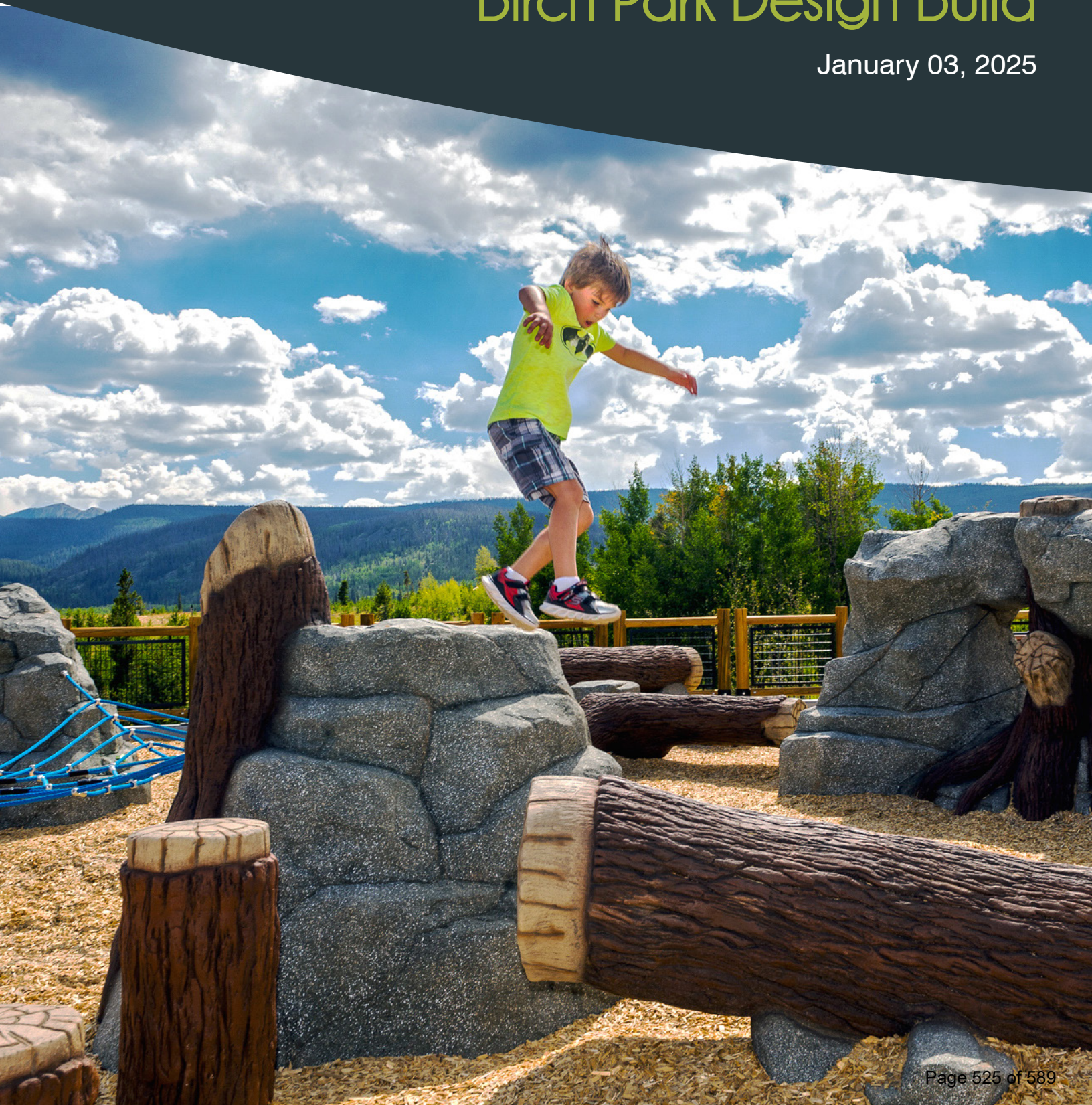


DESIGN
CONCEPTS
Community + Landscape Architects

City of Rifle

Birch Park Design Build

January 03, 2025





**DESIGN
CONCEPTS**
Community + Landscape Architects

January 03, 2025

Iris Trevisano
Procurement + Grant Reporting Manager
City of Rifle
itrevisano@rifleco.org

Re: City of Rifle – Birch Park Design Build

Dear Iris Trevisano and Selection Committee:

Design Concepts is pleased to submit our proposal for the Birch Park Design Build. We are excited about the opportunity to collaborate with the City of Rifle to bring the Birch Park vision to life. This project represents a unique chance to create a park that balances active and passive recreation opportunities while enhancing the strong sense of community that defines Rifle.

Our recent work, including the **2023 Master Plan for Birch Park**, demonstrates our ability to translate community input into vibrant spaces. From futsal and pickleball courts to pollinator gardens and walking trails, our designs foster meaningful connections between people and their environment, ensuring the park becomes a place for all to gather, play, and enjoy.

With over 40 years of experience in master planning, public engagement, and design, Design Concepts has developed a proven approach to projects that integrate innovative ideas with practical solutions. For this project, we have partnered with **JVA, Inc.** and **Kumar and Associates**, both local Garfield County firms, as well as **Ackerman Engineering, Inc.** and **HydroSystems KDI** to provide civil engineering, geotechnical services, electrical and site lighting design, and irrigation expertise. Together, we bring the specialized skills and local knowledge necessary to ensure the project's success.

We are pleased to propose a lump sum cost of \$240,612 for the Birch Park Design Build. Please refer to page 12 for a cost breakdown. This cost reflects our commitment to delivering exceptional quality and value while honoring the vision and goals of the City of Rifle.

We look forward to continuing our partnership with the City of Rifle to create a park that will serve as a cherished destination for generations to come. Please feel free to contact me at any time at 720-573-6502 or ShanenW@dcla.net with any questions.

Thank you for considering Design Concepts for the Birch Park Design Build project.

Sincerely,



Shanen Weber, PLA
Principal
ShanenW@dcla.net
720-573-6502



Table of Contents

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I. Firm Profile



**Sky Park
Thornton, CO**

Design Concepts Firm Profile

We are a M/WBE, SBE, and DBE local and national firm certified by the City and County of Denver. We are led by Owner and President Carol Henry and Principals Shanen Weber and Erik Spring. We balance technical expertise and creative beauty, giving our clients creative designs and cutting-edge innovations.

Years in Operation: 44

Staff Size: 15 Team Members

Office Location: 211 N. Public Rd. Suite 200
Lafayette, CO 80026

Why DC?

- We have experience working with the City of Rifle and are familiar with your expectations, standards, processes and city departments.
- Our multi-disciplinary team brings extensive planning and 40+ years of design experience in providing Landscape Architecture services for various parks throughout Colorado, including the Front Range and Western Slope of Colorado.
- We have 40+ years of experience preparing construction documents, cost estimating, and technical specifications.
- 85% of our projects are built, and we oversee the construction of our projects through bidding, administration, observation, and close-out for ultimate success.
- Our own cost estimating database allows accurate cost assessing throughout the duration of the project.
- As a resource, we have a very strong reputation and rapport with local consultants and contractors to assist with cost estimating.
- Our strong project management skills and client collaboration.
- Our quality, detail, thoroughness, and coordination of our projects is well known throughout the industry.
- Our expertise and innovation with multi-generational inclusive and accessible parks with recreation spaces.
- Our knowledge and sensitivity of sustainable environmental practices.

Design Concepts Project Team



Project Principal
Shanen Weber, PLA
ShanenW@dcla.net
720-573-6502



Project Manager
Aynslee Havenridge, PLA
AynsleeH@dcla.net
720-573-6508



Project Designer
Walter Nieuwlandt
WalterN@dcla.net
720-573-6512

Core Services

Recreation Design

Recreation design has been the heart of our business since its founding in 1981. We create spaces that inspire, provide experiences that connect people with one another and nature, and tailor every project to its community.

Master Planning

Our master plans give confidence to take the right steps in the right order to get the best outcome. Our innovative public outreach helps communities achieve consensus and equity to build bright and inclusive futures.

Construction Documents

The quality, detail, completeness, and coordination of Design Concepts' construction documents are well known throughout the industry and appreciated by clients and the contractors who have constructed our projects from them. Our goal with construction documents: minimize RFIs after bidding and change orders. Our documents are clear, concise and complete.

II. Project Team + Experience



**Birch Park MP Rendering
Rifle, CO**

Team Organizational Chart

We have assembled a reliable team ideally suited for the **City of Rifle Birch Park Design Build**. With Design Concepts as the lead, **JVA, Inc.** will provide civil engineering, **Ackerman Engineering** will provide electrical engineering, **Hydrosystems** will provide irrigation design, and **Kumar and Associates** will provide geotechnical engineering. Design Concepts' project history with each one of our sub-consultants brings proven success and offers you consistency and reliability. Please see below for a description of our team's specialized qualifications.



Lead Consultant:
Landscape Architecture



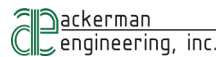
Shanen Weber, PLA
Principal-in-Charge
Aynslee Havenridge, PLA
Project Manager
Walter Nieuwlandt
Project Designer

Civil Engineering



JR Sprung, PE
Civil Project Engineer

Electrical Engineering



Helen Reschl, LEED AP
Electrical Project Engineer

Irrigation Engineering



Ken DiPaolo
Irrigation Engineer

Geotechnical Engineering



James Parkor, PE, PG
Project Engineer



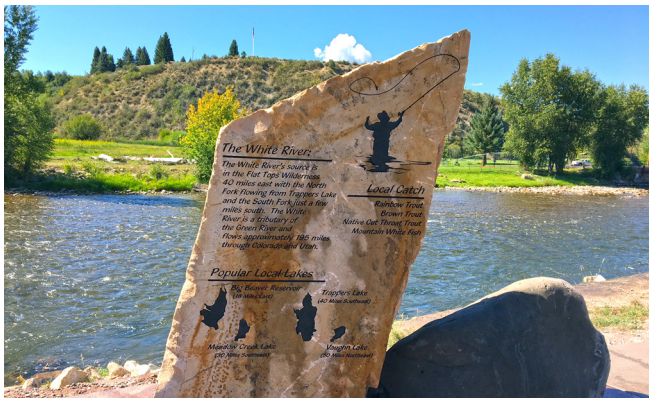
Centennial Park | Rifle, CO

Relevant Project Experience



Birch Park Master Plan Rifle, CO

In close partnership with the City of Rifle, our design team created a thorough master plan report focused on the needs and desires of the surrounding community. Through successful public engagement, an innovative park was designed that highlights both active and passive recreation opportunities. A futsal court, pickleball courts, multi-use field, playground, walking trails and pollinator gardens are just some of the unique amenities showcased in the design.



Town Park Meeker, CO

Improvements to Town Park, a beloved community asset, included looped trails, custom interpretive signage, new river access, a climbing structure, and a pickleball court to enhance multi-generational activities. Our scope included public facilitation, construction documents, bidding assistance, administration, and Army Corps of Engineers permitting.



Rafferty Park Granby, CO

Overlooking the town with panoramic views, Rafferty Park shares amenities with nearby schools and reflects Grand County's mountain ranch heritage. Highlights include a multi-generational play area inspired by aspen groves, plazas celebrating the railroad industry, and a natural play zone featuring local wildlife. Unique features include a synthetic ice rink and a field house with restrooms, meeting spaces, and access to the existing soccer dome.



Snow Mountain Ranch at YMCA of the Rockies Granby, CO

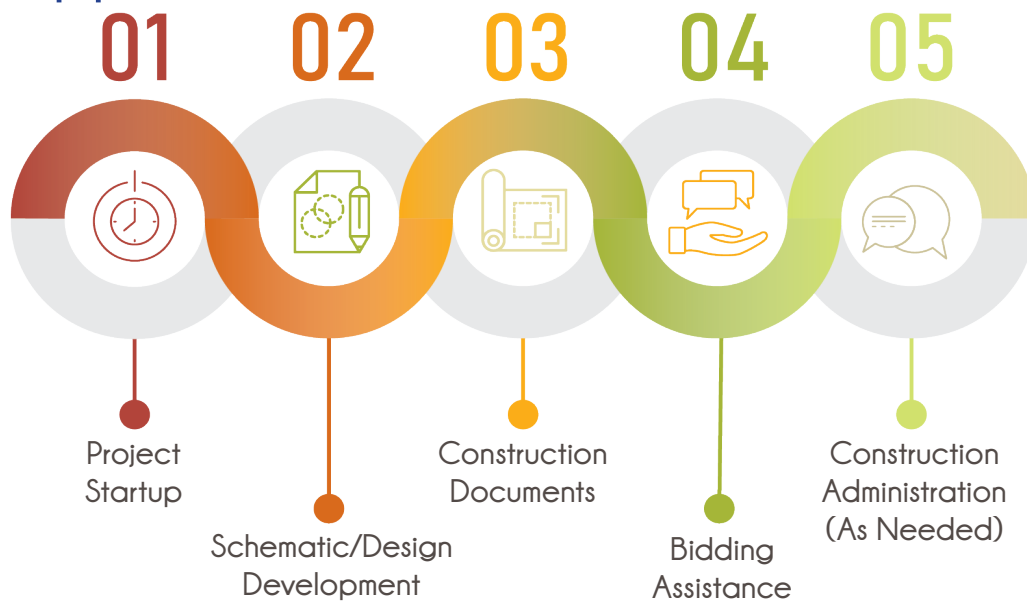
This project involved a master plan for active adventure and passive recreation at YMCA of the Rockies' Snow Mountain Ranch. Phase 1 introduced Colorado's first Snowflex® summer tubing hill. Phase 2 created the Spruce Saddle Adventure Play Zone, designed for all ages to seamlessly play together. Highlights include a climbing wall with slide, twisted log ladder, rocks-and-ropes climber, zipline, and a climb-on moose sculpture, all with family-friendly photo spots.

III. Project Approach



**Hideaway Park
Winter Park, CO**

Project Approach



With our experience on the Birch Neighborhood Park Master Plan, we bring invaluable institutional knowledge of the city's vision, community priorities, and site-specific conditions. This foundation allows us to build on the master plan efficiently, addressing the city's needs while hitting the ground running.

Our approach will include the following:

- Provide a refined, cohesive, practical, and realistic design
- Ensure the design aligns with the city's goals for aesthetics, sustainability, and accessibility
- Ensure compatibility with the site's surrounding environment and existing infrastructure
- Consider budget constraints, value engineering, and phasing potential throughout the design process without compromising quality
- Ensure all drawings comply with local and state building codes, ADA requirements, and industry standards

Staff involvement is key to the success of the design process. Your staff are on the front lines of your community, and they hear the needs and wants of your visitors. They also understand the constraints and limitations, therefore understanding what is most realistically possible.

We are offering the following approach for Birch Park. If awarded the contract, we will tailor this approach to fit your specific needs.

Our project workflow, as illustrated in the above graphic, will be customized for the project's needs per your direction.

Task 1 – Project Startup + Conceptual Refinement

We will initiate the project with an in-person kickoff meeting, collaborating with you and your staff to gain a clear understanding of your vision, goals, project needs, anticipated challenges, budget, potential phasing, and timeline.

Goals/Deliverables:

- Conduct a kickoff meeting to collaborate with staff on goals, needs, challenges, budget, and timeline
- Revisit the site with the design team
- Refine the existing master plan into a cohesive conceptual design that meets community needs

Task 2 – Schematic / Design Development

A Design Development drawing set takes conceptual design to the next level of technicality. Park design and features including details such as spaces, themes, play equipment, products, materials, dimensions, and sizes are confirmed. Prepared preliminary costs become beneficial in setting final design expectations.

***Although Design Development is not currently listed in your scope of work per the SOQ, we feel**

this is a critical step to bridge the gap between the previously completed conceptual design shown in the Master Plan and the final Construction Documents so we've included it with Schematic Design.

Goals/Deliverables:

Based upon the Birch Park Master Plan and direction from our kickoff meeting, we will prepare Schematic/Design Development drawings for review.

- Refine and revise the park's Conceptual Plan based on staff input into one Schematic Design
- Provide a preliminary cost estimate
- Update existing site renderings, layouts, and product imagery
- Present and coordinate plans with relevant city departments and stakeholders
- Provide site drawings showing greater detail
- Prepare and submit any grading, erosion, and sediment control reports
- Investigate irrigation needs and resources and perform site water analysis
- Prepare preliminary site details
- Prepare a refined cost estimate
- Prepare a phasing plan and costs based on priorities
- Provide technical specification outline
- Review meeting with city staff

- Progress updates with the client as needed via phone, email, web-based virtual meetings
- Design Concepts' team coordination meetings and correspondence

Task 3 – Construction Documents

The majority of our projects have been built projects. We learn from our experiences and will use that information to your advantage. We keep current with industry and cost trends and continually adjust as needed to ensure competitive bids. Having knowledge of material availability and the bidding climate helps align our projects for positive bid results. We have a strong understanding of what current construction costs are and can apply this knowledge to the project.

Goals/Deliverables:

Prepare a full set of Construction Documents with complete details and technical specifications for bidding and construction for the park. We will assume that no significant changes will be made after approval of the design development set listed above. Submittals will be at approximately 50% and 100% for city staff review and a Bid Set for distribution to solicit bids for construction. The Final Bid Set will include stamped and sealed construction drawings and specifications.

Items Included:

- Design, layout, and detail for all items in the park
- Create demolition, erosion control, and grading plans



Wildflower Park | Superior, CO



Carmody Park | Lakewood, CO

- Provide drainage reports and stormwater management plans
- Design ADA-compliant walks, ramps, and curb cuts
- Prepare pump station mechanical and electrical plans
- Design electrical plans, including power and lighting for shelters, pedestrian areas, and parking lots
- Develop landscape and irrigation plans with details
- Prepare technical specifications (front-end specifications/contract document provided by the city)
- Refine cost estimates at each submittal
- Determine and recommend final construction phasing that utilizes resources with minimal disruption
- Conduct review meetings for 50% and 100% submittals
- Prepare electronic bid sets and specifications for the city
- Provide an itemized Final Engineer's Opinion of Construction Costs
- Progress updates with the client as needed via phone, email, or virtual meetings
- Present plans to City Council or governing bodies if necessary
- Coordinate Design Concepts' team meetings and correspondence

Task 4 – Bidding Assistance

Our services during the bidding process include the following:

- Attend pre-bid meeting
- Answer contractor questions and prepare

addenda as needed

- Evaluate bid results and assist with contractor selection
- Attend a pre-construction meeting

Task 5 – Construction Administration (As Needed)

Leveraging our experience in project construction, we are well-equipped to provide construction-related support. We have CPSI (Certified Playground Safety Inspection) accredited staff members to confirm the playground installation meets code requirements.

This phase is for continued site services during construction and include the following:

- Respond to Requests for Information (RFIs)
- Review submittals, shop drawings, change orders, and payment requests
- Attend on-site construction meetings and prepare meeting notes
- Attend punch list walk through
- Prepare and provide a complete set of electronic as-built/drawings for city records

Risks, Constraints, and Assumptions

We identify project goals, opportunities, and constraints early in the process to minimize assumptions and assure we are aligned with your vision and goals for the project. This proactive approach lays a solid foundation for project success, fostering a clear understanding of your objectives and enabling us to navigate each project with precision and efficiency.

Quality Control

Our robust quality control system involves every team member working on the project. We meticulously track schedules and tasks using project management software and strategically plan internal reviews before deliverables are submitted. Our dedicated staff is empowered to stay actively engaged in every project, encouraging them to raise awareness of any issues or concerns as they arise for immediate resolution. The inclusion of strategic checkpoints in our process allows for the early identification and correction of potential issues. At these checkpoints, project documents undergo unbiased reviews by individuals not directly involved in the project, reinforcing the high quality of our work and instilling confidence in our clients.

PROPOSED PROJECT TIMELINE

TASKS	DATE
Task 1: Project Startup + Concept Refinement	
Kickoff Meeting/Site Visit, Schedules, Refine existing Master Plan Concept	January - February 2025
Task 2: Schematic / Design Development	
Prepare SD Drawings and Cost Estimate Prepare DD Drawings, Cost Estimate and Technical Specifications	February - March 2025
Task 3: Construction Documents	
Prepare CD Drawings, Cost Estimate and Technical Specifications Prepare Bid Set Drawings, Cost Estimate and Technical Specifications	March - April 2025
Task 4: Bidding Assistance	
Bid Meetings, Bid Documents, Addendum	May 2025
Task 5: Construction Administration (As Needed)	
Award Contract, Notice to Proceed, Construction Begins	June 2025

**We are open to discussing adjustments to this schedule to accommodate city commitments.*



IV. Fee Schedule



**Bear Valley Tennis
+ Pickleball Courts
Denver, CO**

Proposed Fee

The Design Concepts team has done a thorough review of our Project Approach and Scope of Work along with project deliverables outlined within. We have structured our fees to address and deliver the desired product. To keep costs at a minimum, we will utilize modern technology where possible and connect via virtual meetings to review concepts, construction drawings and discuss project progress.

All totals include reimbursables – printing, mileage, and lodging.

Lump Sum

Item	Fee
Task 1: Project Startup and Concept Refinement	\$39,530
Task 2: Schematic / Design Development	\$76,565
Task 3: Construction Documents	\$114,240
Task 4: Bidding Assistance	\$10,277
Task 5: Construction Administration	As Needed
Grand Total Fee	\$240,612



Silo Park Pollinator Gardens | Greenwood Village, CO

VI. Appendix



**Center Park
Centennial, CO**

Shanen Weber, PLA

Principal-in-Charge



Certifications

Colorado Registered
Landscape Architect
License #503, 2008

Education

B.S., Landscape Architecture
Colorado State University
Fort Collins, Colorado

Industry Experience

35 years



**Centennial Park |
Rifle, CO**

Qualifications

Shanen uses a holistic approach to planning and design and is mindful of every detail of the landscape in which she works. She is known for developing successful working relationships with clients and collaborates with them to establish a vision for each project. Being a Colorado native with over 30 years of experience, Shanen's skills span from project master planning, detailed site design, and public facilitation to construction documents and construction administration. In addition to her project responsibilities, she is Vice President and Principal of Design Concepts.

Relevant Project Experience

Master Planning

Birch Park Master Plan
Rifle, Colorado

Boyd Lake State Park
Loveland, Colorado

Eleven Mile State Park
Lake George, Colorado

Firestone Parks, Open Space, Trails
Firestone, Colorado

Highline Lake State Park
Loma, Colorado

Old Town Winter Park
Winter Park, Colorado

Parks, Trails + Open Space
Master Plan
Meeker, Colorado

Quincy Historical Farm
Cherry Hills Village, Colorado

Rifle Mountain Park
Rifle, Colorado

Rifle Veteran's Memorial
Rifle, Colorado

Rose Hill Cemetery
Rifle, Colorado

Stagecoach State Park
Steamboat Springs, Colorado

Stanley Park Event Complex
Estes Park, Colorado

Sweitzer Lake State Park
Delta, Colorado

Park + Recreation Design

Centennial Park
Rifle, Colorado

Deerfield Regional Park
Rifle, Colorado

Erie Community Park
Erie, Colorado

Founders Park
Superior, Colorado

Paintbrush Park
Meeker, Colorado

Raffety Park
Granby, Colorado

Snow Mountain Ranch Family
Adventure Park
YMCA of the Rockies,
Granby, Colorado

Star Meadows Park
Erie, Colorado

Strasburg Community Park
Strasburg, Colorado

Town Park
Meeker, Colorado

Two Hunters Park
Firestone, Colorado

Ute Park
Meeker, Colorado

Wildflower Park
Superior, Colorado

Willow Farm Park
Longmont, Colorado

Aynslee Havenridge, PLA

Project Manager



Qualifications

Aynslee's designs break through traditional landscape architecture by applying research, analysis, and an understanding of the changing environmental contexts. She enjoys working with the public to identify goals and enhance communities. She is skilled in site design, master planning, digital renderings, and planting design.

Relevant Design Experience

Master Planning

Ault Town Park Master Plan
Ault, Colorado

Beaver Ranch Master Plan
Conifer, Colorado

Birch Park Master Plan
Rifle, Colorado

Schofield Farm and Open Space MP
Erie, Colorado

Stanley Park Event Complex Master Plan
Estes Park, Colorado

Historical Quincy Farm Master Plan
Cherry Hills Village, Colorado

Rifle Mountain Park Master Plan
Rifle, Colorado

Rifle War Memorial Master Plan
Rifle, Colorado

Rose Hill Cemetery Master Plan
Rifle, Colorado

Park + Recreation Design

Bear Valley Park
Denver, Colorado

Bishop Park
Westminster, Colorado

Coyote Ridge Park
Castle Pines, Colorado

Cushing Park
Englewood, Colorado

Erie Community Park
Erie, Colorado

Holly Park
Montrose, Colorado

Littleton Stadium
Littleton, Colorado

Oakhurst Park
Westminster, Colorado

Star Meadows Park
Erie, Colorado

Sky Park
Thornton, Colorado

Certifications

Colorado Registered
Landscape Architect
License #1752, 2024

Colorado Flora Certificate
Colorado State University

Education

Masters of Landscape
Architecture
University of Colorado-Denver
Denver, Colorado

B.F.A., Photography
University of Iowa
Iowa City, Iowa

Industry Experience

9 years



Walter Nieuwlandt

Project Manager



Education

B.S., Landscape Architecture
Colorado State University
Fort Collins, Colorado

Industry Experience

5 years

Qualifications

Growing up in Colorado, Walter has always been surrounded by inspiring and meaningful landscapes. He finds inspiration in the value that people put into landscapes big or small, and how they become a part of their life and identity. Walter has worked on commercial and public designs and enjoys working on the diverse palette of landscapes in Colorado.

Relevant Design Experience

Parks + Recreation Design

Berkeley Commons
Berkeley, California

Birch Park Master Plan
Rifle, Colorado

Boyd Lake State Park
Loveland, Colorado

Butterfield Crossing Park
Castle Rock, Colorado

Frederick Recreation Area &
Centennial Park
Frederick, Colorado

Fulton Park
Aurora, Colorado

Genesis Marina and San Francisco
Bay Trail Design
Berkeley, California

Kingsborough Park
Aurora, Colorado

Midway Park Master Plan
Broomfield, Colorado

Rifle Mountain Park
Rifle, Colorado

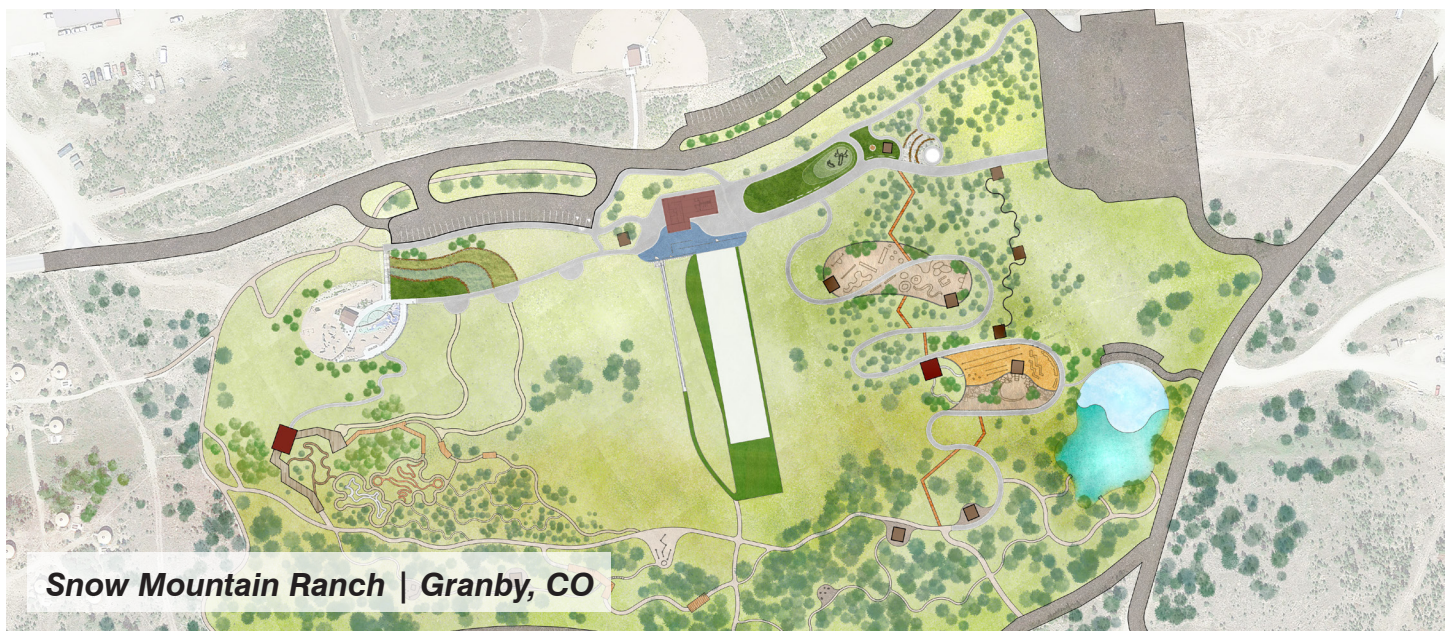
Rose Hill Cemetery Master Plan
Rifle, Colorado

Sky Park
Thornton, Colorado

Sweitzer Lake State Park
Delta, Colorado

Utah Park
Aurora, Colorado

Village East Park
Aurora, Colorado





Education

B.S., Civil Engineering,
Florida State University,
2002

Registration

Professional Engineer
Colorado 2008

Project Experience

J.R. is responsible for our Western Slope civil projects from our Glenwood Springs Office. He has been the project manager on many park projects throughout the Western Slope of Colorado. J.R. has 20 years of experience in the design and project management of infrastructure, municipal, recreational, subdivision and resort projects.

Snowmass Town Park, Snowmass Village, CO. Project manager for the Snowmass Town Park parking, rodeo and wetland project. Town Park is the largest park in the Town of Snowmass Village. The park consists of 12 acres of public land, 4 of which is maintained as a natural space and wetland area. Town Park's primary function is to provide important recreation opportunities for residents of Snowmass Village. The amenities currently offered include a recreation center and pool, walking paths, playgrounds for all ages, a skate park, basketball court, volleyball courts, tennis and pickle-ball courts, soccer fields, a softball field, outdoor winter ice skating, and a winter beginner cross country skiing practice area. Upgrades included a new, reoriented rodeo ground, a paved parking lot with associated stormwater management, a new multipurpose grass field and improvements to the existing pond and wetlands including trails, boardwalks and a pedestrian bridge.

Grand Junction Lincoln Park Stoker Stadium and Suplizio Field Renovation, Grand Junction, CO. The scope of work for this project was the design of the replacement of the north Suplizio Field and west Stoker stands. New restroom buildings, paved areas including utilities for food vendors and the realignment and replacement of the existing sanitary sewer at the corner of 12th Street and North Avenue were included in the design.

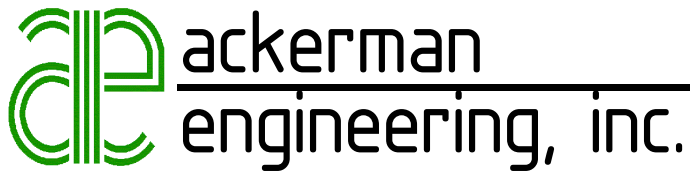
Gunnison Van Tuyl Pedestrian Bridge, Gunnison, CO. JVA designed a pedestrian bridge replacement on the Van Tuyl trail on the City of Gunnison's Van Tuyl Ranch open space. JVA worked closely with Gunnison Park and Recreation to design an economical alternative to the existing failing bridge. JVA served as the prime consultant for this multidisciplinary project.

Cameo Shooting and Education Complex, Cameo, CO. Project manager for the expansion of the existing Colorado Parks and Wildlife shooting range outside Grand Junction. The Cameo Shooting and Education Complex is a 2,000-acre top destination for organized shooting competitions with competitors coming from all over the world. The range currently consists of 7 public shooting bays, an archery bay, a 3D archery course, a long-range precision course and a sporting clays course. The scope of our project consisted of designing a new visitor center, banquet hall and fishing pond. The visitor center would have an indoor range, vendor spaces, a restaurant, and classrooms. "Arrowhead Lake" would be an aesthetic entry feature along with being a fully stocked finishing pond. The banquet hall would accommodate large events with up to 2,000 people. JVA is designing all site features including access, parking and utilities for these facilities along with a wastewater treatment plant.

Hanging Lake Trail and Pedestrian Bridges Redesign, Glenwood Springs, CO. Project manager for the redesign of the iconic Hanging Lake Trail. Hanging Lake is an iconic and historic tourist destination. JVA was hired to explore what opportunities exist to reimagine a more sustainable and functional trail to match this world-class experience and plan for the next 100 years. The scope of work included to redesign the Hanging Lake Trail to potentially include: avoidance of geohazards; trail realignments; new stream channel crossing locations and creation of new interactive areas and overlooks to enhance flood resiliency, aesthetics, interpretation and overall visitor experience. Final design included realigned trail sections and replacing 6 timber bridges along the length of the trail in order to mitigate damage from future floods and debris flows.

Burlingame Trail, Aspen, CO. Project manager for mile long pedestrian/bike trail as Aspen's on call engineer. This project required a detailed design through an existing development, quick turnaround for construction and coordination with several different town departments.





3000 Youngfield St., Suite 264, Wheat Ridge, CO 80215
Phone 303-278-7297 / www.aeiconsulting.com



Helen Reschl, LEED AP
Vice President/Sr. Lighting Designer

Education

B.S., Architectural Engineering with Illumination Emphasis
University of Colorado, Boulder, 1990-1994

Professional Registrations

USGBC Professional Accreditation, US Green Building Council LEED AP

Professional Affiliations

Illuminating Engineering Society

Experience

Helen has over 27 years of experience designing lighting systems for a variety of facilities, including schools, courthouses, offices, multi-use live/work lofts, parking lots, exterior parks and recreation facilities. Her designs strive to integrate the lighting system with the architecture. She enjoys working closely with the architect and owner to provide a lighting design which will illuminate the architecture while providing the owner with a pleasing and maintainable lighting system. Helen is very knowledgeable with the many light sources and where feasible she utilizes emerging technologies to design energy-efficient lighting systems which provide the owner with long term monetary savings. Helen is proficient with AGI32 lighting design/calculation software, AutoCAD, Revit and she is familiar with requirements of the IECC energy code.

Helen served as a volunteer assistant to Jefferson County for the development of the exterior lighting ordinance and guidelines for the mountains and western plains

2002-Present Helen has served as one or more of the various capacities on many projects, Project Manager, Project Engineer, as well as Lighting Designer, while at the Wheat Ridge office of Ackerman Engineering, Inc.

1998-2001 Helen served as Lighting Designer at the Lakewood office of The RMH Group, Inc.

1995-1997 Helen served as Lighting Designer at the Wheat Ridge office of ME Engineers, Inc.

**Irrigation Consulting
Key Personnel Resumes**

**Ken DiPaolo
Vice President; Principal; Project Manager**

Mr. DiPaolo is Vice President and owner of HydroSystems•KDI and helps manages irrigation system design, planning, production, scheduling and construction observation work.

Mr. DiPaolo began his career in irrigation as an irrigation designer at The Warner Company, a local wholesale supplier, in 1976. In 1988 The Warner Company sold out to Ferguson Enterprises and Ken opened a new wholesale irrigation supply business called Westurf Distributors. Ken was an operating partner and owner in Westurf Distributors until October 1999 when he sold the business to United Green Mark. Throughout the 23 years in the wholesale supply business Ken provided design-built irrigation designs at the contractor level. Ken developed several design programs that are still being utilized to educate Contractor's in the Denver area. Ken also taught basic irrigation design and installation at Arapahoe Community College, in Colorado, for five years. In 2000, Ken opened a small irrigation design and consulting business called KDI Designs, specializing in contractor design-built irrigation projects. In August 2002, KDI Designs merged with HydroSystems and Ken became a co-owner in HydroSystems•KDI, Inc. As of February 2007, Ken has become the sole owner of Hydrosystems•KDI and assumed all operations and management responsibilities of the company. Starting in 2014, Ken begun to transfer stock and ownership to Jill Bersano and named her Vice President. In January of 2018 Jill Bersano came the majority owner/President and has restructured the company, responsibilities and officers. Ken remains part of the ownership and holds the position of Vice President. This combination of the wholesale supply industry and design experience has given Mr. DiPaolo the unique qualifications to understand all aspects of irrigation system design.

Mr. DiPaolo has developed irrigation master plans, construction documents and construction period services for such notable projects as:

Park Hill Golf Course - Denver, Colorado • Promontory in Greeley • I70 (I25 west to Huron Street) project for Colorado Department of Highways • Memorial Park for City of Arvada • Dick's Sporting Goods Stadium and Soccer Complex - Commerce City, Colorado • Glendale Sports Complex - Glendale, Colorado • Denver Federal Center Central Control Conversion - Lakewood, Colorado • Harvey Park & Pump- Denver Parks, Colorado • Civic Center Park Redevelopment - Denver Parks, Colorado • Fred Thomas Park -Denver Parks, Colorado •Curtis Park -Denver Parks, Colorado •North Speer Blvd. Irrigation Renovations – Denver Parks, Colorado • Golden High School - Golden, Colorado • RTD Light West Rail Line – Golden, Colorado • 6th Ave & I25Renovations - Denver • Sterling Ranch - Douglas Co. • Washington Park - Denver Parks

EDUCATION

University of Colorado –2 years (General Studies)
Mechanical Drafting Certificate from Siebel School of Drafting

PROFESSIONAL AFFILIATIONS

IA Certified Irrigation Designer – Golf Course Design

Irrigation Consulting and Water Management
13949 W. Colfax Avenue, Suite 260
Lakewood, Colorado 80401

303.980.5327
www.hydrosystemskdi.com

James A. Parker, P.E., P.G.Associate Principal/Senior
Geotechnical Engineer**Education**Arizona State University
B.S., Geology, 2001**Professional Registration**Registered Professional Engineer:
Colorado**Qualifications Summary**

Mr. Parker has over **24 years of experience** in geotechnical and geological engineering, geological hazards assessment and materials testing and inspection in Colorado, Arizona and Oregon. He is responsible for planning, management and review of geotechnical and geologic assessments, and project management and engineering review of materials testing and special inspection on private and public projects throughout western and central Colorado.

Professional Experience

- **Search & Rescue Building** (Frisco, CO): Geotechnical engineering study for the new operations headquarters which consists of a 17,000-square-foot, 1-story, pre-engineered metal building with a built-in mezzanine. The new headquarters houses Search and Rescue's entire team in one centralized location in close proximity to Summit Fire and EMS's existing facilities. This new state-of-the art facility includes administrative offices, a training room, a rock-climbing wall, conference rooms, showers, and ample storage for all rescue equipment.
- **Summit County Transit Center** (Frisco, CO): Geotechnical engineering study for a new Transit Center building at the Summit County Light Industrial Commons Campus.
- **Summit County Sand Storage Building and Peak One Drive Relocation** (Frisco, CO): Geotechnical engineering study for foundation design of a new sand storage building retaining wall recommendations and pavement section design for the relocation of Peak One Drive.
- **East Peak 8 Development** (Breckenridge, CO): Geotechnical engineering study for an 8-story hotel over a parking garage, including foundation recommendations, retaining wall and shoring recommendations, and pavement design.
- **CDOT Vehicle Storage Facility Improvements** (Silverthorne, CO): Geotechnical consultation on subgrade stabilization for retaining wall, foundation, pavement, and building pad areas.
- **Village at Wintergreen Affordable Housing** (Keystone, CO): Geotechnical engineering study for a multi-family employee housing project. Study included foundation design recommendations, pavement design and grading recommendations.
- **Three Lakes Wastewater Treatment Plant Expansion** (Granby, CO): Geotechnical engineering study for wastewater treatment plant building expansion. Recommendations provided for foundation design, support of utilities, retaining walls, and site grading.
- **Town of Frisco Maintenance Building Addition** (Frisco, CO): Geotechnical engineering study for an addition to the existing Frisco Maintenance Building. Recommendations provided for foundations, retaining walls, site grading and pavement.
- **Frisco Marina Building** (Frisco, CO): Geotechnical engineering study for a new marina building at the Frisco Marina. Recommendations provided for foundation design, drainage, site grading, retaining walls, and utilities.
- **South Park Ambulance Station** (Hartsel, CO): Geotechnical engineering study for a new ground ambulance station located in Hartsel, CO. The 5,600 sq ft single story ambulance station includes living quarters for 4 EMT staff members, staff kitchen and dining space, small clinic space including waiting room and one exam room, and a vehicle bay to house 2 ambulances.
- **Jefferson Ambulance Station** (Jefferson, CO): Geotechnical engineering study for a new station with three main areas. The West area consists of a vehicle storage garage, the Central area consisted of living quarters with a break room, a ready room, dorms, restrooms, and an office, and the East area consisted of a treatment center with a lobby, treatment room and storage.

James A. Parker, P.E., P.G. | Associate Principal/Senior Geotechnical Engineer



**DESIGN
CONCEPTS**
Community + Landscape Architects



RIFLE, COLORADO | 12.30.2024

birch park design build

City of Rifle
Attn: Parks & Recreation
202 Railroad Avenue
Rifle, Colorado, 86150

RE: RFP for Birch Park Design Build



Dear Selection Committee:

DTJ Design, Inc. (DTJ) is pleased to submit our proposal for the Birch Park Design Build project for the City of Rifle. We are enthusiastic about the opportunity to collaborate with you in transforming the current pasture space into a vibrant neighborhood park that serves as a recreational and social hub for the Graham Mesa and broader City community.

We recognize the immense potential of Birch Park to provide flexible amenities and support diverse activities. Through thoughtful design and a comprehensive approach to park programming, accessibility, sustainability, and community engagement, we aim to bring the City's vision to life.

DTJ Design will serve as the prime consultant and landscape architect. To enhance our capabilities, we have partnered with the following subconsultants: River City Consultants (Civil engineering), Bighorn Consulting Engineers (Electrical), and Hines (Irrigation). Together, our collaborative team is well-prepared to deliver innovative design solutions that align with the City of Rifle's goals for Birch Park.

DTJ has a proven track record of designing municipal parks that enhance community life while supporting economic vitality. We maintain a strong focus on long-term operations and maintenance, ensuring our designs meet both current and future needs. Our experience includes similar projects across Colorado, where we've successfully navigated the complexities of stakeholder engagement, permitting, and multidisciplinary coordination.

Our estimated fee proposal for the project is included on page 24 of our response with a total of \$220,700 to complete the project. We look forward to the opportunity to partner with the City of Rifle to create a park that reflects your aspirations for inclusivity,

functionality, and sustainability. Please feel free to contact us with any questions or for additional information.

Sincerely,

DTJ DESIGN, Inc.

A handwritten signature in black ink, appearing to read 'Dave Ignatew'.

DAVE IGNATEW
Director of Landscape Architecture
dignatew@dtjdesign.com
P: 303.443.7533

A handwritten signature in black ink, appearing to read 'James Palmer'.

JAMES PALMER
Senior Associate + Landscape Architect
jpalmer@dtjdesign.com
P: 303.443.7533

DTJ DESIGN

DTJ DESIGN, Inc. (DTJ) is an award-winning international design firm based in Boulder with offices in Atlanta, Austin, and Denver. With nearly 60 years of experience providing Architecture, Planning, and Landscape Architecture services, our extensive portfolio includes a balance of projects demonstrating our depth and capabilities with urban design, mixed-use places, parks, community

design, and leisure destinations across a wide range of geographies. We take a holistic approach to creating distinguished and successful projects. We are known for our contextual and culturally relevant design, creativity, and attention to detail. We are staffed by over 85 talented designers across our offices and have the capability and availability to serve the City of Rifle.

4

Offices

85+

Employees

3

Sustainable
Sites Accredited
Professionals

6

LEED Accredited
Professionals

Planning + Design. Our design methodology seeks to create authentic, beautiful, and fun-to-experience destinations that are easy to access and move about. We achieve this with the following design considerations:

Placemaking. We specialize in designing memorable places. A common theme across our portfolio is the clearly defined sense of place in our designs, achieved by storytelling. We will explore the City's history, culture, and natural environment alongside the Birch Park Master Plan to serve as the inspiration for executing the compelling Master Plan vision.

Character Areas. We will walk the area to gain insight into the intrinsic character of the park space and surrounding contextual areas, including connectivity opportunities, views, and unique characteristics.

Spatial Organization. When determining the best locations for specific uses based on suitability, we think in terms of desirable adjacencies for uses.

Axial Relationships. We look for long vistas and axial visual connections such that one can see from

one spot in the park across a significant distance to another key landmark. This is a classical, yet effective use of geometry to unify a large site.

Sequence of Spaces. Even on a small site, a rational chain of events for how people will experience the space needs to be considered. We will develop the design to layout program spaces in sequence, so users are led from one space to another, promoting the discovery of all that the park has to offer.

Intuitive Wayfinding. Wayfinding elements provide park users with information on where they are via landmarks and placemaking elements. Our focus is to establish a simple and intuitive wayfinding program that expresses the park theme in an aesthetically pleasing manner.

Every Square Foot Planning. We understand that we will be responsible for planning all the park property, even if it remains natural. We will have an attitude and strategy about how every place in Whitman Park and surrounding connections plays a role in the total project.

PROJECT APPROACH

We recognize the City of Rifle has committed an incredible amount of energy, time, and thoughtfulness to develop a desirable and attractive community for residents to live, work, and play, while also navigating the challenges of economic uncertainty, evolving employment and housing needs, and increasing demands for a variety of services including park spaces, recreation opportunities, and amenities. Our integrated team of Landscape Architects, Planners, Architects, and Urban Designers are familiar with the challenges and distinct opportunities around the Western Slope and within the City of Rifle from our history on nearby projects including the City of Rifle Downtown Master Plan, 2nd Street Mixed Use District, Grand Junction Whitman Park, Grand Junction Main Street, Redlands Mesa Community, Gateway Canyons Resort, and others currently under development.

As experienced park and urban designers, we understand the need to study and positively influence the relationship and connectivity of Birch Park to the Graham Mesa neighborhood and Raynard Ditch trails to discover how Birch Park amenities fit into the overall parks and recreation system. We are committed to delivering a regionally tailored approach to park design, landscapes, and structures, with a focus on durability, multi-functionality, style, efficiencies, and authentic placemaking.

We have and will continue to study the below noted guiding documents to better understand the broad objectives to build upon those efforts to craft a thoughtful placemaking and values-based approach to Birch Park’s design:

- 2023 Birch Park Master Plan
- 2015 Parks and Recreation Strategic Plan
- 2019 Rifle Comprehensive Plan
- 2019 Bike Master Plan

PROJECT UNDERSTANDING

We understand the City of Rifle seeks a high quality and experienced design team to perform the development of design and technical construction documents for Birch Park, based upon the preferred final design crafted during the Master Plan process in 2023.

As currently positioned, we believe Birch Park includes the need for Project Management, Landscape Architecture, Civil Engineering, Electrical Engineering, Irrigation Engineering, and Costing services. As noted in Addendum #1, proposed structures, including shade shelters and play equipment will be pre-fabricated, non-custom structures. Considering this, we have opted not to include architectural and structural engineering services. In our experience with public parks, bidding contractors will often recommend alternatives to shelters and play equipment. If alternatives are selected by the City, structural drawings using the alternative products will be required to meet local codes and site conditions. As such, we feel it is a most cost effective to capture the limited scope of structural engineering necessary for the project via structural shop drawings by the selected contractor.

SCOPE OF SERVICES

PHASE 1: KICK OFF + SITE VISIT

Participants: DTJ + Civil + Irrigation + City Staff

This phase will serve as the formal project kick-off. DTJ will coordinate directly with the City to establish a kick-off meeting and site visit. The kick-off meeting will provide both our team and the City the opportunity to discuss the project background, contextual considerations, perceptions, short- and long-term goals, construction budget and methodologies, and the elements that will ultimately make the project successful. During this time, we will also discuss the project process, timelines, and key considerations of the process and fine-tune the strategy to best meet the needs of the project and community.

After the kick-off meeting, we will walk the Birch Park site and the surrounding area. This is a critical site walk and requires the City staff’s attendance to help inform the design team on aspects about the park and experiences in and around the park space. This additional depth of understanding through the lens of a highly local perspective is important to inform design efforts and decisions.

The information gathered from the meeting and site walk will be compiled in meeting minutes and provided to the City.

Responsibilities:

City

- Provide meeting location
- Attend kick-off meeting and walking tour
- inform DTJ team on background context and considerations
- Provide DTJ with existing site survey in AutoCAD format.

DTJ

- Compile base map from existing site survey
- Review and study reports and plans
- Document meeting notes and site visit

Duration: 1-day Site Visit + 3 days mapping and minutes

Meetings: (1) in person Kick Off + Site Visit with City staff

Deliverables: Meeting Minutes

PHASE 2: CONCEPT DESIGN REFINEMENTS

Participants: DTJ + Civil + City Staff

Following the kick-off and site visit, we will take the feedback received from City staff and review it against the Birch Park Master Plan including prior community engagement feedback, related long range planning documents, city recreational needs, and site constraints and opportunities. DTJ and River City Consulting (civil) will review those inputs to determine where refinements may be needed to ensure the design meets the city’s goals for sustainability, accessibility, and aesthetic cohesion. Those refinements will be captured into a Conceptual Design Package.

Duration: 3 weeks

Meetings: 2 virtual progress meetings with City staff

Design Deliverables:

- Review Birch Park Master Plan and related long range planning documents to confirm design alignment with prior engagement feedback, city recreational needs, and site constraints and opportunities.
- Refine design plan as necessary for conformance.
- Final Concept Design Package including:
 - Sketch Site Plan with labels
 - Initial Grading Plan
 - Character imagery of proposed elements

PHASE 3: SCHEMATIC DESIGN

Participants: Full Consultant Team + City Staff

Pending feedback received from City staff on the Conceptual Design submission, we will promptly proceed into the production of a Schematic Design package. With a compressed timeline, the City will need to move in step with us to perform a prompt review of the submission and provide us direction within (3) days. The Schematic Design package will include preliminary design information from the entire design team along with the consultant’s opinion of probable cost considering phasing options in consideration to the project budget.

Duration: 4 weeks

Meetings: 3 virtual progress meetings with City staff + 1 virtual presentation to City Council

Design Deliverables:

- Schematic Package with:
 - Illustrative Site Plan at scale with additional overlay versions of 2-3 phasing line options based on costing
 - three Perspective Renderings of overall design
 - Preliminary Hardscape Plan at scale, with dimensions, material and program callouts, and cut sheet details as necessary
 - Preliminary Planting Plan at scale, Plant Schedule, Details
 - Preliminary Demolition and Tree Protection Plan at scale
 - Preliminary Erosion Sediment Control Plan at scale
 - Preliminary Utility Plan at scale
 - Preliminary Grading, Drainage, SWM Plan at scale
 - Preliminary Civil Layout Plan at scale
 - Preliminary Lighting Plan at scale with lighting fixture(s) cut sheets details
 - Preliminary Irrigation Plan at scale with cut sheet details as necessary
- Consultant’s initial opinion of probable cost for the Overall Park including:
 - Two to three Preliminary Phasing Considerations of costing implications

Notes:

- In Addendum #1, the response to Question 9 suggest the “Multiple Schematic Options” noted in the RFP is intended to be a focus on phasing options, not multiple site design options. For clarity our proposal includes (1) Schematic Design of the Park Site with (2-3) overlays of potential phasing considerations.
- We have assumed 3 virtual progress meetings during this phase of the design. These meetings can be utilized for City Staff input and/or those of stakeholders. The City is responsible to determine who the stakeholders are and coordinating their schedules for meeting digitally.

PHASE 4: CONSTRUCTION DOCUEMNTATION

Participants: Full Consultant Team + City Engineer

Pending feedback from the City staff and Engineer on the Schematic Design Package, Costing and Phasing options, we will promptly move into Construction Documentation of Birch Park. With a compressed timeline, the City will need to move in step with us to perform a prompt review of the submission and provide us direction within three days. The construction documents will include final design and specification with an updated opinion of probable cost considering the City's selected phasing.

Design Duration: 4 weeks
Meetings: 3 (digital) progress meetings with City staff
Documentation Deliverables:

- Construction Documentation Package with Landscape, Civil, Electrical, Irrigation
 - Final Hardscape Plan with dimensions, material and program callouts
 - Final Planting Plan with Plant Schedule and Details
 - Final Demolition and Tree Protection Plan
 - Final Erosion Sediment Control Plan
 - Final Utility Plan
 - Final Grading, Drainage, SWM Plan
 - Final Civil Layout Plan
 - Final Lighting + Electrical Plan
 - Final Irrigation Plan
 - Details, Elevations, Sections as necessary to accompany layout / engineering drawings
 - Specifications will be on drawings.
 - Updated opinion of probable cost

PHASE 5: PERMITTING, BID SUPPORT, CONTRACTOR COORDINATION

Participants: Full Consultant Team + City Staff
Permitting: While our aim during the Schematic Design and Construction Documentation phases of the process is to set up the final document package to be as close as possible to a permit package, we acknowledge things will change as the project unfolds and additional information may be needed on a permit package which may not be in a typical Construction Documentation Package. As such, we will work closely with the City Engineer and permitting staff to address comments and develop a Permit Package in alignment with local and state codes.
Permit Refinement Duration: 1 week assumed
Meetings: one virtual progress meetings with City Engineer

Documentation Deliverables:

- Permit Package with Landscape, Civil, Electrical, Irrigation including plans noted in the Construction Documentation phase.
- No oinions on cost documents or efforts are included with the Permit Package.

Bid Support, Contractor Evaluation, + Contractor Coordination: DTJ will provide assistance as the City develops the bid documents for Birch Park. DTJ will provide the final construction/ or permit drawings and associated specifications. We will also provide informational support as needed by the City to finalize their bid document. We assume the City is familiar in the bidding process and will be responsible for developing the full bid package (Project Manual, Division 00, Pay Apps, Project Controls, Resolution Terms, Unit Prices, etc.) with limited input needed by the consultant team.

In addition to the bid support, DTJ will work with City Staff to respond to bidder questions and requests for information and in support of the City in its evaluation of proposing bidders. The selection of a contractor, negotiations, and contracting is the responsibility of the City of Rifle.

TEAM MATRIX

DTJ has created a collaborative team structure for the Birch Park initiative. Our team brings the best attributes to provide the City of Rifle with highly responsive and thoughtful design, and we are deeply committed to social, ethical, and environmental responsibility in our work.

We have included a team matrix below and our project team resumes on the following pages.

	DTJ DESIGN			River City Consultants		Bighorn Consulting		Hines	
									
Core Team/Task Lead	James Palmer Project Manager	Dave Ignatew Principal in Charge	Lauren Freels Design Support	Jeffrey Mace Principal in Charge	Ivan Geer Professional Engineer	Mark Harrington Principal in Charge	Drew Brown Lead Electrical Engineer	James Hines Principal in Charge	Brent Jeffery Project Manager
Anticipated Participation	70%	15%	45%	15%	35%	10%	15%	15%	25%
Phase 1.1 Kick-off Meeting + Site Walk	●		●	●	●				●
Phase 1.2 Ongoing Project Management	●				●		●		●
Phase 2.1 Base Mapping	●		●		●				
Phase 2.2 Conceptual Refinement	●	●	●						
Phase 2.3 Concept Package	●		●		●				●
Phase 3.1 Schematic Design Development	●	●	●	●	●		●	●	●
Phase 3.2 Costing + Phasing Study	●		●		●	●	●	●	●
Phase 3.3 Schematic Package	●		●		●		●		●
Phase 4.1 Construction Doc. Development	●		●		●				●
Phase 4.2 Costing Update	●		●	●	●		●		●
Phase 4.3 Construction Doc Package	●	●	●	●	●	●	●	●	●
Phase 5.1 Permit Submission	●				●		●		●
Phase 5.2 Bid Support	●				●		●		●
Phase 5.3 Bid Evaluation	●	●		●	●				



DAVE IGNATEW, RLA
PARTNER
DIRECTOR OF LANDSCAPE ARCHITECTURE
DIGNATEW@DTJDESIGN.COM

experience

With over 30+ years of experience as a licensed landscape architect and an extensive portfolio of park and open space design, infrastructure and monumentation, and themed projects around the world, Dave Ignatew brings an intimate knowledge of contextual visioning and design to his projects within both urban and natural settings. His keen eye for designing spaces that are highly-programmed and multipurposed along with his global knowledge creates experiences that cultivates community and builds lasting memories for people of all ages.

CO Registered Landscape Architect #LA.0000563

Bachelor of Science in Landscape Architecture, University of Wisconsin; Madison, WI

awards

CO ASLA Merit Award | Interlocken

AIA North Chapter Merit Award | Xilinx Corporate Campus

Colorado Renewable Energy Society Best Sustainable Building | Xilinx Corporate Campus

selected projects

COMMUNITY FEATURES + LANDSCAPE DESIGN:

- Daybreak | South Jordan, UT
- Daybreak Bike Park | South Jordan, UT
- Castle Pines Wayfinding | Castle Pines, CO
- Castle Pines Monumentation | Castle Pines, CO
- Castle Pines Trails Master Plan | Castle Pines, CO
- Kinston at Centerra | Loveland, CO
- High Line House | Littleton, CO
- Anthem Colorado | Broomfield, CO
- Interlocken | Broomfield, CO
- Xilinx Corporate Campus | Longmont, CO

PARK + DESTINATION DESIGN:

- Anthem Community Park | Broomfield, CO
- Chapungu Sculpture Park | Loveland, CO
- Centerra Explorer Park | Loveland, CO
- Lusail Crescent Park | Doha, Qatar
- Real de la Quinta | Malaga, Spain
- Azul de Cortes | La Paz, Mexico
- Pearl Oasis | Abu Dhabi, UAE

INFRASTRUCTURE + BRIDGES:

- Westminster Bridges | Westminster, CO
- US36 Infrastructure | Broomfield, CO



JAMES PALMER, PLA
SENIOR ASSOCIATE + LANDSCAPE ARCHITECT
JPALMER@DTJDESIGN.COM

experience

Inspired by local culture, history, and native ecosystems, James’ work expresses a contemporary fusion of the built and natural environments. Drawing on textures, patterns, and a sense of adventure, his projects enhance accessibility, encourage exploration and maintain a deep respect for natural resources. His in-depth experience in detailed construction documentation and creative problem-solving ability allows James to view complex site issues as an opportunity to create value rather than a threat to efficiencies.

Professional Landscape Architect: Maryland #3564

Bachelor of Landscape Architecture, University of Maryland; College Park, MD

professional activities

selected projects

COMMUNITY DESIGN + RESIDENTIAL:

- Whitman Park | Grand Junction, CO
- Harmony Ridge Park | Windsor, CO
- Miners Park | Superior, CO
- Richardson Park | Berthoud, CO
- Centerra | Loveland, CO
- Gateway Monuments | Castle Pines, CO
- Damonte Ranch | Reno, NV
- Downtown Superior | Superior, CO
- Valley View Estates | Westminster, CO
- Rosehill Cottages | Richmond, WA
- Croquet Club Cottages | Richmond, WA
- Camp LeJeune | Jacksonville, NC*

PLANNING, RESORT + HOSPITALITY:

- Kimptom Seafire Resort | Grand Cayman Islands*
- Al Ain Wildlife Refuge | Al Ain, UAE*
- Caroline Bay | Morgan’s Point, Bermuda*
- Red Sea Village | Jeddah, Kingdom of Saudi Arabia*
- Lusail Palaces | Doha, Qatar*
- Seminole Hard Rock Casino | Hollywood, FL*
- Maryland Live Casino | Hanover, MD*
- Atlantic City Hard Rock Casino | Atlantic City, NJ*

URBAN DESIGN:

- Main Street | Grand Junction, CO
- Summerlin West | Las Vegas, NV
- Blue River Parkway Plaza | Silverthorne, CO
- Rowan Boulevard | Glassboro, NJ*
- Johns Hopkins Applied Physics Laboratory | Laurel, MD**
- Patriot Plaza | Towson, MD*

CLUBS + AMENITIES:

- Eldorado Ridge | Broomfield, CO
- Desert Mountain | Scottsdale, AZ
- Montaine Community Center | Castle Pines, CO
- Hobbit’s Glen Golf Clubhouse | Columbia, MD**

*Previous experience while at EDSA

**Previous experience while at Site Resources, Inc.

LAUREN FREELS, PLA
ASSOCIATE + LANDSCAPE ARCHITECT
LFREELS@DTJDESIGN.COM



experience

Lauren's passion is to reveal the potential in the communities and landscapes she serves, seeking to enable joyful engagement with the environment and diligent stewardship of nature. Lauren is experienced in all levels of landscape development including landscape design, project management, site analysis and research, environmental resource planning, and community engagement.

Professional Landscape Architect CA #6422 + CO #LA.0001632

Master of Landscape Architecture, University of California; Berkeley, CA
Bachelor of Arts in Art History, Berry College; Mt. Berry, GA

awards

ASLA Northern California Merit Award | *OUSD Design Guidelines*

BALA Award for Best On-the-Boards Community | *Breckenridge Wellness Village*

Gold Nugget Grand Award for Best On-the-Boards Mixed-Use | *Breckenridge Wellness Village*

- American Society of Landscape Architects (ASLA)
- Safe Routes to School Advocacy

professional activities

selected projects

PARKS, TRAILS + PUBLIC SPACE DESIGN:

- Linear Park | Las Vegas, NV
- Richardson Park | Berthoud, CO
- Breckenridge Wellness Village | Breckenridge, CO
- The Center Educational Farm | Oakland, CA*
- La Entrada Middle School | Menlo Park, CA*
- Caldecott Trailhead Park | Oakland, CA*
- San Francisco Botanical Garden Nursery Complex | San Francisco, CA*
- CSU Maritime Campus Forest Master Plan | Vallejo, CA*

EDUCATIONAL + PLAY SPACES:

- Oxford at West Campus | Berkeley, CA*
- Corte Madera + Ormondale School | Portola Valley, CA*
- Tule Elk Park Early Childhood Education Center | San Francisco, CA*
- Allen Elementary School | San Bruno, CA*
- San Ramon Christian Academy School Yard Design | Danville, CA*
- La Entrada Middle School | Menlo Park, CA*

* Previous experience prior to joining DTJ.



Resumes

Jeffrey W. Mace, P.E. Principal/Professional Engineer



Mr. Mace is a principal and one of the founders of River City Consultants. He has been project manager and/or lead engineer on a wide variety of projects for Mesa County and throughout Western Colorado as well as the Denver Metro area. Mr. Mace has compiled a multi-discipline engineering history including land development, site design, roadway design, hydrologic and hydraulic analysis/design, and structural design and evaluation. Mr. Mace has provided QA/QC control on most of the projects that RCC has designed. Selected relevant projects include:

- **KE Road Improvements, Mesa County, CO** – Project Manager responsible for this 2,000 LF roadway redesign project, including but not limited to; floodplain analysis, drainage basin analysis, wetlands delineation and mitigation, intersection redesign, shoulder, and pavement section widening, and guardrail design. The project required maintaining traffic during construction and coordination with utilities and landowners.
- **Lower Little Salt Wash Riverfront Trail Connection, Mesa County/Fruita, CO** – Project Manager for design services of a one-mile section of the Mesa County Riverfront Trail System along Little Salt Wash. Developed horizontal and vertical alignments with crossings at I-70, the railroad, HWY 6 & 50, and the North Young Drain. Alignment challenges included following serpentine wash while maintaining safe travel and sight distance. Federal funding required CDOT review and coordination.
- **Highway 340 Sidewalk Improvements – Phase I, Mesa County, CO** – Project Engineer-QA/QC. The design for this project was initially awarded to another consulting firm that did not fulfill their obligation. RCC was retained to complete this project and provided survey and design services to improve the pedestrian corridor along the north side of State Highway 340 from approximately mile point 6.9 to 8.6 and mile point 9.5 to 10.8. The project was contained entirely within the CDOT right of way. Included were design services for the construction of curb, gutter, sidewalk and/or path, storm drainage system, and right of way plans. The right of way plans were produced in accordance with the CDOT survey manual. Construction of the project was partially funded with a State Grant. RCC performed construction management services in coordination with the local CDOT agency and CDOT requirements. Challenges included right of way constraints, grade issues, utility/irrigation constraints, and drainage considerations.
- **J.3 Road Improvements, Fruita, Mesa County, CO** – Project Manager. As a result of frequent pedestrian/auto conflicts in the vicinity of Fruita 8-9 and High Schools, we evaluated pedestrian movements and proposed alignments in order to maintain pedestrian safety while limiting impact on adjacent property owners, including drainage. The solution resulted in 2,200 LF of attached and detached pathway along with pedestrian crossings, signage, lighting, and drainage facilities. The attached portion required redesign of the existing street section. The detached portion was more advantageous with regards to cost, drainage, and separation of vehicular and pedestrian traffic. Surveying included design and control survey and base map preparation, ownership research, and assistance with right-of-way issues.

Registrations: Professional Engineer – Colorado #37343

Education: Bachelor of Science with Honors in Civil Engineering, 1996, University of Colorado, Denver, Colorado; Haestad Methods Certified Modeler for: *Water Surface Profiles, Detention Pond Systems*; Workshop on NFIP Community Rating System.

Ivan D. Geer, P.E.
Principal/Professional Engineer



Mr. Geer is one of the principals of River City Consultants. Mr. Geer has experience in engineering consulting (wastewater, water, infrastructure, and construction management), design/build, construction materials production, environmental compliance, mining, reclamation, land development, and operations management. In his career he has managed projects for clients and aggregate companies that have required working with numerous the governmental agencies in Western Colorado, including Mesa County and Colorado Department of Transportation, Grand Valley Rural Power, CenturyLink, and many others. More recently, Mr. Geer has managed several engineering design projects for public improvements for various public agencies including Mesa County, the City of Grand Junction, and Clifton Water. Relevant project experience includes:

- **Rocky Mountain Elementary Sidewalk Project** – Project Manager and Client Contact for design of approximately one-half mile of safety improvements on D ¼ Road between 32 and 32 1/2, including sidewalk and drainage improvements.
- **E Road Phase 2A and 2B** – Project Manager/Construction Oversight and Client Contact for design of approximately one mile of safety improvements to E Road between Agape Way and 31 Road, including sidewalk. Mesa County Project
- **Cameo Roadway Improvements** – Assumed Project Manager/Construction Manager for Mesa County road and bridge upgrade project after retirement of previous principal. Project completed on time and on budget, including a road realignment and bridge crossing upgrade.
- **Fremont Street Multimodal Design Project** – RCC project manager providing drainage engineering and survey services for this project in the City of Fruita as a member of a Kimley-Horn consulting team. The project consisted of a new access located at Highway 6&50 for a future transportation capacity upgrade heading north.
- **Various Clifton Water Projects** – Project manager or principal-in-charge for several waterline upgrade projects including E Road, Front Street, Yolande Steet, Whitewater, and Holland Street.
- **Lorey Drive Upgrade** – Project manager for upgrade of existing City of Grand Junction street to address new development connecting to existing road and infrastructure. The design had significant challenges given the ad-hoc nature of old infrastructure, requiring creative grading solutions to accommodate safe travel of the existing roadway and access to new businesses.
- **Colorado Mesa University (CMU) Texas and Bunting Parking Lots** – Project Manager, Grand Junction, Colorado. Project manager and client contact for design of civil improvements on fast-track design and construction schedule to be completed before commencement of school.

Registrations: Professional Engineer – Colorado #35518

Education: Bachelor of Science *cum laude*–Civil Engineering, 1994, University of Notre Dame, South Bend, Indiana
Post Graduate Studies, Environmental Engineering, Marquette University, Milwaukee, Wisconsin



B.S. in Mechanical Engineering, Colorado State University, 1998

Registrations

- | | |
|--------------|----------------|
| • Colorado | • Oregon |
| • Arizona | • Pennsylvania |
| • California | • South Dakota |
| • Nevada | • Utah |
| • Oklahoma | • Wisconsin |

Affiliations

- ♦ ASHRAE
- ♦ Board Chair – Board of Directors, Community Hospital

Mark Harrington, P.E., LEED AP

Lead Mechanical Engineer

Mark is a mechanical consulting engineer, LEED Accredited Professional, and Vice-President of Bighorn Consulting Engineers. He has 25 years of experience designing HVAC systems for commercial, educational, and institutional buildings. He produces construction drawings and specifications, as well as performs field reviews. Other functions include generating construction cost estimates and performing energy and life-cycle cost analysis.

Project Experience

- Mesa County Sheriffs Holding Cells, Grand Junction, CO
- Delta County Jail Remodel, Delta, CO
- Hinsdale County Admin, Lake City, CO
- Santa Rita Administration, Durango, CO
- Mesa County Probation, Grand Junction, CO
- River Park Center Suite, Basalt, CO



B.S. in Engineering with Electrical Specialties;
B.S. in Engineering with Mechanical Specialties; Colorado School of Mines, 2003

Registrations

- | | |
|--------------|----------------|
| • Colorado | • Oregon |
| • Arizona | • South Dakota |
| • California | • Utah |
| • Nevada | • Wisconsin |
| • New Mexico | • Wyoming |
| • Oklahoma | |

Drew Brown, P.E.

Lead Electrical Engineer

Drew is an electrical engineer with two degrees from Colorado School of Mines. Drew spent the beginning of his career using his degree and professional engineering license in the field and practical experience. He worked in the ski industry on ski lifts and other apparatus as a field engineer. This gives Drew the unique skill of taking what he knows from the field and applying it to the design of power systems in buildings. He knows what the electrician needs and how they need to see it as he has installed most of what he is currently designing.

Project Experience

- Mesa County Probation, Grand Junction, CO
- Delta County Jail Remodel, Delta, CO
- Crested Butte Fire Station, Crested Butte, CO
- Mesa County Courts, Grand Junction, CO
- Pitkin County HHW Drop and Swap, Pitkin County, CO
- Garfield Sheriffs Boilers, Glenwood Springs, CO

James Nathan Hines
BA Oxon, C.I.D, CLIA
Hines Inc
President/ Principal

Summary

Nate Hines graduated from the University of Oxford receiving a first-class designation for his senior thesis. While living in the UK, Nate managed several international projects in London, the Mediterranean, and the Middle East. Nate is nationally recognized for his work integrating sustainable solutions into the design process of large scale and unique projects by working closely with the planning team during the Design Development phase of a project. As Principal for the Company, Nate takes an active leadership role in the Urban Land Institute (Young Leader), the ASLA, and the Irrigation Association.

Project Experience

- Regional/Site Water Resource Planning
- Master Planning for Large Residential and Commercial Development
- Alternative Water Source Analysis & Development
- Managing Public/Private Relationships
- Water capture, storage, treatment, & reuse feasibility study

Principal responsibilities include working closely with project owner & design team to develop cost effective, conservation minded approaches to the wise stewardship of irrigation water resources. Additionally, Nate oversees the Hines engineering team during the concept and master plan development of key projects.

Education

- 2008 - Licensed Texas Irrigator
- 2006 - Certified Irrigation Designer - Commercial
- 2004 - University of Oxford
Oxford, UK, BA, Oxon
- 96-99 - Colorado State University
Fort Collins, CO

Related Skills and Experience

Field experience – water analysis and collection, water quality research, surveying
Proficient in AutoCAD

Professional Organizations

- Certified Irrigation Designer (CID)
- Irrigation Association, Certified Landscape Irrigation Auditor (CLIA)
- American Society of Landscape Architects (ASLA)
- Urban Land Institute, Young Leader (ULI)

Brent Jeffery
Project Manager

Summary

Mr. Jeffery has over twenty years of professional experience in the landscape and irrigation industry. He is a certified irrigation designer and has managed a wide range of landscape irrigation and water conservation projects. Prior to joining the Hines team, Brent worked for 16 years as the Director of Irrigation Services at EDAA/AECOM where his experience included developing an on-site landscape and water conservation study for US Embassies around the world.

Brent has developed irrigation water efficiency analysis and tracking tools to guide site management and maintenance personnel towards lower water consumption at a number of USAF bases worldwide. Moving to a larger scale, he also developed and executed water conservation programs and policies to ensure long term water savings for public and private properties in the City of Thornton as a water conservation specialist and irrigation analyst. Brent’s extensive background in irrigation design and analysis have allowed him to become an expert in water conservation efforts and manage both large and small scale projects successfully.

Licensure

Certified Irrigation Designer (CID)

Education

Landscape Architecture & Environmental Planning – Utah State University

Professional Associations

Irrigation Association

Project Experience

University of Wyoming West Campus
Satellite Energy Plant project, Laramie, WY*

University of Wyoming Prexy's Pasture
Quadrangle, Laramie, WY*

University of Wyoming, Berry Center,
Laramie, WY*

University of Wyoming, Visual Arts Center,
Laramie, Wyoming*

University of Wyoming Technical
Business Center, Laramie, WY*

University of Wyoming, Cheney
International Center, Laramie, WY*

University of Wyoming, Coe Library,
Laramie, WY*

University of Wyoming, College of
Business, Laramie, WY*

University of Wyoming, Health Sciences
Center, Laramie, WY*

- 39th Ave. Greenway (Irrigation Design)
- Eastlake Station Area Improvements
- Frisco Transit Center (Irrigation Design)
- Waterstone Neighborhood
- City of Thornton Median Renovations
- 128th Avenue Irrigation Renovation



WHITMAN PARK

GRAND JUNCTION, COLORADO | CITY OF GRAND JUNCTION



DAYBREAK OPEN SPACE FLOW TRAILS

SOUTH JORDAN, UTAH | LARRY H MILLER



PROJECT DATA: 3 Acre Urban Park

Whitman Park is a historic park space in the heart of downtown Grand Junction. Through extensive engagement and collaboration with the community and city, DTJ developed a schematic design inspired by the geology of the Grand Valley. The park offers rooms for small groups, and can also host medium-sized events, designed to provide flexible activities for everyone. A social dining deck, games, firepit lounge, nature play, climbing elements, dog park run, stage, flex lawn, and basketball court which doubles as a winter ice rink and interwoven walking loop round out the improvements.



PROJECT DATA: Trails + Open Space

The Daybreak open space flow trails are the first phase of “The Spoke.” This amazing bike amenity spans a half-mile of the Loop, a community-wide bike trail system that connects to over 50 miles of trails, including a bike highway. One unique element of this open space amenity is that it doubles as a designated stormwater drainage site. The community is able to maintain proper stormwater drainage while recreational activity thrives. It’s the perfect combination of fun and function in the Upper Village residential community at Daybreak.



DOWNTOWN WESTMINSTER CENTER PARK

WESTMINSTER, COLORADO | CITY OF WESTMINSTER



DUVALL ONE-ACRE PARK

DUVALL, WASHINGTON | TOLL BROTHERS



PROJECT DATA: 4 acre park

A centerpiece urban park surrounded by mixed-use and retail in Downtown Westminster, a 100-acre redevelopment of a former suburban shopping mall. Features of the park included a multi-use flex event arena, integrated audio system, children water play area, urban dog park, and shaded seating areas. A key, repeating feature is a balloon-inspired structure with historical precedent from the former mall, repurposed as a climbing/play, water, and iconic art structure, and all include specialty effect lighting.



The Duvall One-Acre Park design is inspired by the large existing conifers typical of the Pacific Northwest. The forms and textures are interpretations of tree rings and can be seen in the shelter's form and paving patterns; and the climbing wall is a bark-peeled log expression. This park is focused on creative play, nature play and smaller group gatherings. The water play element is a scaled representation of the adjacent Snohomish river and valley. Unique features like the log scramble, tunnel, musical chimes and woodland exploration trails all connect the site to its context.



RIVER PARK

BRECKENRIDGE, COLORADO | TOWN OF BRECKENRIDGE

PROJECT DATA: Approx. 2 acre public park + open space amenity

This destination play park serves a dual purpose of providing the highest level of play in Breckenridge while located in an affordable housing community, giving a high level of equity in this mountain town. The park was designed as part of the gateway experience, located along the Blue River and the main road into town, and creates an iconic space seen from the highway and

from the bike path. Original concepts stem from the mountains and rivers, with play elements inspired by the flora and fauna of Breck, as well as the natural features surrounding the park. Carved animals are in the wooden play, and kids can play on the trout inspired by the nearby gold medal fishing river. The park won 2 GoCo grants and was awarded the Colorado Lottery's 2019 Starburst Award for best use of public funds.

AWARDS: Starburst Award of Excellence



HARMONY RIDGE PARK

WINDSOR, COLORADO | TOWN OF WINDSOR



PROJECT DATA: 3-acre neighborhood park

Harmony Ridge Park is a neighborhood park designed for the fast-growing northern area of town. It features a transformed landscape with earthen berms, a playground, a dry creek with adventure trails, a shade pavilion for picnics and social gatherings, an open turf lawn, a basketball court, and the town's first asphalt pump track, offering a variety of amenities for the community.

DTJ and the town held a public engagement event inviting community members to vote for their favorite plan and join in on the visioning of the park elements.



Daybreak Bike Park | South Jordan, Utah

Stephen James, Director of Design
Daybreak Communities
(801) 201-2764
stephen.james@daybreakcommunities.com

Harmony Ridge Park | Windsor, Colorado

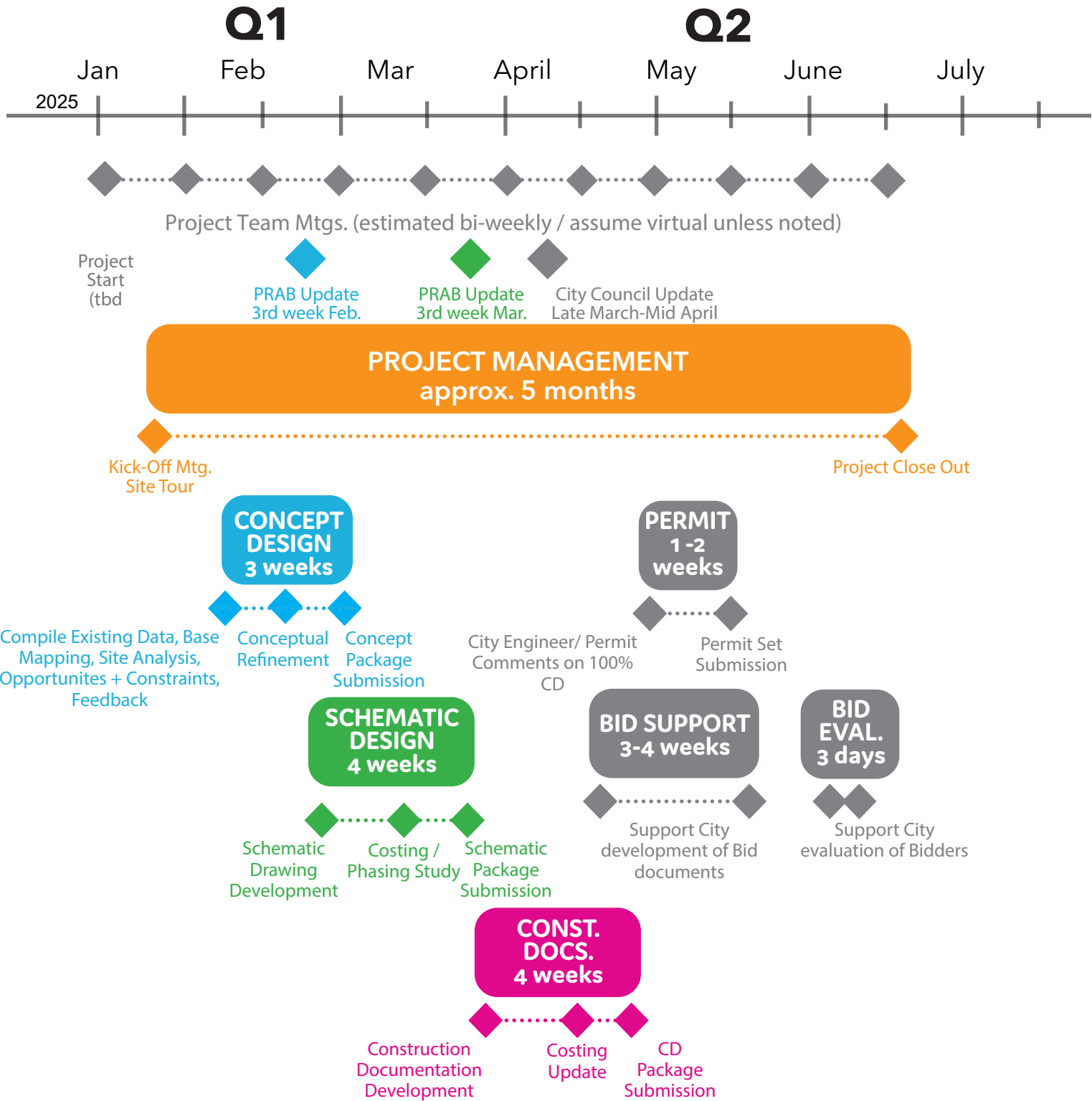
Tara Fotsch, CPRE, Deputy Director
Town of Windsor, Parks, Recreation + Culture
(970) 674-3512
tfotsch@windsorgov.com

Whitman Park | Grand Junction, Colorado

Ken Sherbenou, MPA, CPRE, Parks and Recreation
Director
City of Grand Junction
kensh@gjcity.org
970-254-3881

"We had the opportunity to partner with DTJ on our Harmony Ridge park design. We held three public engagement meetings where they successfully engaged the staff, the community and especially our park neighbors. They listened to the staff and community members and incorporated all our ideas into the design. They brought many creative ideas to the meetings that challenged the mindsets on what should go into a park. In the end we received an amazing park that not only offers a new gathering space for the neighbors, but many community members have found their way there to enjoy some of the unique amenities."

*Tara Fotsch, CPRE
Town of Windsor, Colorado*



FEE SCHEDULE					
PHASE	DTJ	RIVER CITY CONSULTANTS (CIVIL)	BIGHORN CONSULTING (ELECTRICAL)	HINES (IRRIGATION)	TOTAL
PHASE I: KICK OFF + PROJECT MANAGEMENT	\$18,250	\$4,000	\$1,000	\$1,900	\$25,150
PHASE II: CONCEPT DESIGN	\$18,500	\$3,100	-	\$2,800	\$24,400
PHASE III: SCHEMATIC DESIGN	\$49,900	\$17,500	\$1,900	\$4,500	\$73,300
PHASE IV: CONSTRUCTION DOCUMENTATION	\$41,500	\$20,850	\$1,750	\$13,500	\$77,600
PHASE V: PERMITTING, BID SUPPORT, AND CONTRACTOR EVALUATION	\$9,500	\$3,750	\$500	\$750	\$14,500
REIMBURSABLES	\$2,500	\$1,000	\$250	\$1,500	\$5,250
TOTAL FEE:	\$140,150	\$50,200	\$5,400	\$24,950	\$220,700



ASSUMPTIONS, EXCLUSIONS + NOTES

1. Due to insurance liability issues, DTJ cannot directly obtain the services of a Geotechnical Engineer, Topographic Survey, and Sub Surface Utility investigation.
2. DTJ assumes the City will contract directly with their preferred professional services firms to obtain a Field Run Topographic Survey, Sub Surface Utility Investigation and Locations, and Geotechnical Soil Investigations. DTJ will collaborate with the City and its service providers to help inform on survey limits, informational needs, and timelines.
3. As we understand the City already posses a field run survey of the Birch Park site used during the Master Plan process. DTJ assumes his file has sufficient data for the design team to proceed forward.
4. If selected for the project our team would work closely with the City staff to review background data, site survey, and related information upon start up to determine any gaps and additional information needed. This will be key to schedule any additional base information gathering efforts very early in the project to avoid delaying the final submission.
5. Environmental field investigations and consulting services are not included at this time. Those services can be obtained at an additional cost, if the City deems necessary.
6. Construction administration services including RFI's from selected bidder, site observations,

- and related activities are not included at this time. Those services can be provided at an additional cost, if requested by the City.
7. As-builts are not included in the DTJ scope. As-builts should be performed after construction is complete and should be professionally surveyed to capture an accurate depiction of the built work condition.
 8. The requested timeline for the project is highly compressed, with very little room for flexibility or deviation. We understand the reasoning for such and are committed to meeting targets, however it is imperative for the City to also understand this constraint and be prepared to move at an accelerated pace with coordination, informational requests and responsiveness, and submission reviews and feedback.
 9. The Phase 5 scope of work within the fee schedule (Permit Submission, Bid Support, Bid Evaluation) is an Hourly Not Too Exceed format. As the work scope in this Phase can be highly variable based on several influencing factors, we felt it would be most valuable for the City to keep this phase of work to an hourly approach expending only the fee necessary for the specific tasks as those come about.
 10. The Construction Document package is proposed as a single overall park package with the selected phasing destination(s) shown on plans. If the City desires individual CD packages by phase, we can provide such at an additional cost if requested.



City of Rifle, 2nd Street Mixed Use District

dtj
DESIGN



dtjdesign.com



boulder
denver
atlanta
austin



303.443.7533

architecture ■ planning ■ landscape architecture

RFP#11202024 -RFP Average Scores Birch Park Design Build

Committee Member	Design Concepts/ Landscape Architecture\	DHM Design	DTJ DESIGN, Inc.	Land Design	Mammoth Sports Construction, LLC	THK Associates, Inc
Proposal Price	\$240,612.00	\$289,891.00	\$220,700.00	\$282,345.00	\$241,000.00	\$407,970.00
1	84	79	84	80	80	79
2	85	75	80	75	65	70
3	89	87	90	85	84	82
4	94	99	98	80	80	80
Total	352	340	352	320	309	311
Average	88	85	88	80	77.25	77.75

RFP# 11202024 -Birch Park Design-Interviews

Committee Member	Design Concepts/ Landscape Architecture\	DTJ DESIGN, Inc.
1	88	85
2	90	60
3	88	81
4	94	95
Total	360	321
Average	90	80.25



Memo

To: Honorable Mayor and Council Members

CC: Patrick Waller, City Manager

Iris Trevisano, Procurement and Grant Manager

From: Austin Rickstrew, Parks and Recreation Director

Date: January 9, 2025

Re: Recommendation for Birch Park Design Services

Honorable Mayor and Council Members,

We issued a Request for Proposals (RFP) on November 20, 2024, for design services and construction documents for Birch Park. The park will include recreational amenities such as a playground, climbing boulders, pickleball and futsal courts, bike trails, picnic shelters, and a trailhead connection to the Raynard Ditch Trail. This project is a critical step in transforming an underutilized area into a vibrant community space aligned with our Birch Property Park Master Plan.

We received proposals from six qualified firms by the January 3, 2025, submission deadline. After an initial review, the evaluation committee invited two firms DTJ Design Inc. and Design Concepts to participate in interviews on January 7, 2025. Both firms demonstrated strong qualifications and experience, and we were pleased with their proposals and presentations.

After thorough discussion with the review team, it was determined that Design Concepts met all criteria outlined in the RFP and was the better choice for this project. While DTJ Design Inc. presented a compelling proposal, they excluded geotechnical work and survey services from their pricing. Selecting DTJ Design Inc. would have required the city to contract those services separately, which ultimately set Design Concepts apart.

Proposals and interviews were evaluated on qualifications, experience, project approach, timeline, cost, and the inclusion of a landscape architect. A scoring rubric outlined in the RFP was used to assess submissions, including technical



CITY OF RIFLE

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(970) 665-6578 • ARICKSTREW@RIFLECO.ORG



expertise, previous experience with municipal parks, and clarity of the implementation plan.

I recommend the City Council approve the selection of Design Concepts to provide design services and create construction documents for Birch Park. Their qualifications, experience, and comprehensive proposal make them the best choice to deliver a high-quality, community-focused park.

Respectfully,

Austin Rickstrew
Signer ID: CL5TPBWV12...



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**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Design Concepts	

2.	Vendor Address
	211 N Public Road Suite 200 Lafayette, CO 80026

3.	For the Purchase of (description)
	Birch Park Design

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$240,612	\$2,685,000.00	

5.	Dept. Name	General Ledger Acct #
	Parks Capital	210-4523-400-320

6.	Type of Purchase
	☒ Capital Construction
	☐ Capital Construction – Change Order
	☐ Capital Equipment
	☐ Plant Equipment
	☐ Materials, supplies, non-profession/technical services (includes computer/software maint.)
	☐ Professional Services
	☐ Utilities (includes equipment installation and ongoing contracts)
	☐ Land, easements, ROW

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)		
	☐	Cooperative Purchasing:	Sec 4-3-50
	☐	Emergency Procurement	Sec. 4-3-235
	☐	Small Purchases	Sec. 4-3-225
	☐	Request for Proposal:	Sec. 4-3-220(b) (attach bid tab)
	☒	Competitive Sealed Bid:	Sec.4-3-215 (attach bid tab & advertisement)
	☐	Miscellaneous Exemptions	Sec. 4-2-230 (attach memo)

8.	Authorization Required
	☒ City Manager
	☒ City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	Austin Rickstrew Signer ID: CL5TPBWV12...	01/09/2025
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

<u>Amount of Purchase</u>	<u>Is Purchase Order Needed</u>	<u>Method of Source Selection</u>
\$0.01 - \$10,000	No – Dept Head Approval	No special sourcing
\$10,000.01 - \$25,000	Yes – City Manager Approval	Yes – see table 2 below
\$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

<u>Methods of source selection</u>	<u>Contract limits</u>
Competitive sealed bidding	Greater than \$50,000.00
Competitive sealed proposals	Greater than \$10,000.00 and less than \$50,000.00.
**Greater than \$50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.	
Small purchases	Less than \$10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	8% discount	4% discount
\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount



Agenda Item #6.e.

Agenda Item Name:

Consider Approval on Purchase of Musco Control-Link System for Deerfield Park Sports Fields

Presenter:

Austin Rickstrew, Parks & Recreation Director
Iris Trevisano, Procurement and Grant Reporting Manager

Item Description:

Consider Approval on Purchase of Musco Control-Link System for Deerfield Park Sports Fields.

Recommended Action:

Move to approve the purchase of Musco Control-Link System in the amount of \$32,250.00 from Musco Sports Lighting, LLC.

Fiscal Impact:

\$35,000 was budgeted for this expense in 2025.

Operational Impact:

The addition of Musco Control Link to sports field lighting represents a significant enhancement in operational efficiency and resource management within the department. This system provides remote access to control sports field lighting, allowing staff to manage light usage more effectively without needing to be on-site.

Some key operational impacts:

1. Eliminates the need for staff to be physically present during field rentals to turn lights on or off and reduces overtime costs associated with after-hours staff presence.
2. Allows us to ensure lights are only on when fields are in use.
3. Reduces potential delays or miscommunication related to lighting needs during rentals.
4. Provides detailed reporting and tracking of light usage.
5. Remote access allows for real-time adjustments to lighting schedules, accommodating last-minute changes or cancellations.

Prior Board Motions:

None

Background Information:

The Parks and Recreation Department utilizes Musco Lighting systems across all athletic fields at Deerfield Park that have lighting. The most recent Musco Lighting installation was completed at Skinner Field. While all fields have Musco lights, only Roan and Skinner Fields currently feature the Control Link system. This system

is a centralized remote facility management tool that allows for seamless scheduling, monitoring, and control of lighting operations. The Musco system comes with a 10-year warranty on parts and labor and 10 years of Control-Link central remote management services. By leveraging these systems, our department can provide more efficient operations for the community's athletic and recreational needs

Executive Summary:

The Parks and Recreation Department is committed to providing high-quality and efficient infrastructure for our recreational facilities. A key component of this effort is integrating Musco's Control-Link system. This upgrade will provide a consistent, user-friendly management platform across athletic facilities, ensuring that all fields operate with the same level of efficiency and reliability. The addition of this system will enhance recreational experiences and maintain operational excellence. This system will also allow us to promote energy efficiency by controlling light usage and pulling reports on light usage by user group. I recommend approving a sole source purchase of the Musco Control Link system for Cooper, Bookcliff, and Hogback fields. This decision aligns with the City's best interest by ensuring compatibility, and maintaining operational efficiency.

Notification Requirements:

N/A

Prepared By:

Austin Rickstrew, Parks & Recreation Director

Attachments:

1. Deerfield Park Control Link P# 236614 Rev1
2. Musco Control Link Memo 1.9.25
3. Musco Control Link PO Request 1.9.25

Control-Link® Control System Quote

Date: January 07, 2025
Expiration date: March 07, 2025
To: Austin Rickstrew

Project: Deerfield Park Control Link
Rifle, CO
Musco Project Number: 236614

Quotation Price – Materials Delivered to Job Site and Installation

Controls Equipment and Installation Total With 10 Years of Services*\$ 32,250.00

* Plus applicable sales tax.

****IMPORTANT:** This quote does not include prevailing wage rates. It is the customer's responsibility to notify Musco if prevailing wage applies to this project and to supply Musco with the applicable wage rates. If this project is subject to prevailing wage requirements, Musco will provide a revised Quote which includes the appropriate wage rates.

Musco proposes the following:

Equipment:

- (1) Remote Equipment Controller (REC) (Cooper)
- (3) Off/On/Auto Switches (mounted in the cabinet door)
 - Zone 1: Baseball
 - Zone 2: Security
 - Zone 3: Spare
- (1) 72" CMC with (9) 30 Amp Contactors,
- (1) Remote Equipment Controller (REC) (Hogback and Bookcliff)
- (3) Off/On/Auto Switches (mounted in the cabinet door)
 - Zone 1: Hogback
 - Zone 2: Bookcliff
 - Zone 3: Spare
- (1) 48" LCC with (2) 100 Amp contactors
- All freight costs
- 10-year parts /10-year labor warranty on all equipment

Installation:

- Turnkey installation of all components by Musco hired Contractor
- Activation and testing of systems to ensure all units are fully functional and operational

10 Years Control-Link Central™ remote facility management services (CLC)

- 24/7 toll free access to CLC Customer Call Center Operators
- Access to Musco CLC Scheduling Website
- REC operations and Website Training for your scheduling staff

Notes

- Sales tax, bonding, labor, installation, and unloading of equipment are not included unless otherwise specified.
- Pricing and lead times are effective for 60 days only.
- Prices are subject to change if the order is not released within 30 days from the date of the purchase.
- Price assumes contactors exist. If contactors are required, they can be purchased at an additional cost to be installed by others.

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco. Freight Charges have been included in the above prices. Sales tax is NOT included as part of this quote.

Delivery Timing

4 - 6 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details.

Licenses and Permits

MUSCO, a non-union organization, requires the customer to arrange and secure all licenses, permits and/or applicable labor contracts with local authorities. MUSCO shall not be held responsible for local union labor and any permits, if required.

Nonliability

Before Musco enters the Property to set up its equipment under this Agreement, Customer must notify Musco of any landscaping or surface areas that are to be avoided by Musco in setting up its equipment. Absent Musco's negligence or willful misconduct, Musco is not, at any time or to any extent, liable, responsible or in any way accountable for any loss, injury, death or damage to persons or property, from any cause that at any time may be suffered or sustained by Customer, or by any person on or about the Property arising out of the entry or activities on the Property by Musco, or any person or persons permitted on the Property by Musco.

If you have any questions regarding the quotation, please call me at the number listed below.

Sincerely,



Control-Link® Control System Quote

Bram Vermeulen
Service and Parts Sales Manager
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 800/825-6020x2354
Mobile: 641/670-2581
E-mail: bram.vermeulen@musco.com



Memo

To: Honorable Mayor and Council Members

CC: Patrick Waller, City Manager

Iris Trevisano, Procurement and Grant Manager

From: Austin Rickstrew, Parks and Recreation Director

Date: January 9, 2025

Re: Recommendation for Sole Source Purchase of Musco
Control Link System

Honorable Mayor and Council Members,

The Parks and Recreation Department has successfully utilized Musco Lighting systems across all athletic fields. Currently, Roan and Skinner Fields are equipped with Musco's Control Link system, which allows for efficient remote management of lighting schedules and usage. Based on its proven performance and compatibility with existing infrastructure, the department proposes expanding the Control Link system to Cooper, Bookcliff, and Hogback fields.

Under Section 4-3-230 of the City's Purchasing Policy, sole source procurement is permissible when there exists only one responsible source, or when standardization with existing systems is required to reduce financial investment and simplify administration.

1. **Standardization:** All fields currently use Musco Lighting systems, and expanding the Control Link system ensures seamless integration, eliminating compatibility issues and reducing long-term maintenance costs.
2. **Proven Performance:** The Control Link system has demonstrated reliable operation on Roan and Skinner Fields, optimizing energy usage and providing user-friendly remote management.



CITY OF RIFLE

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(970) 665-6578 • ARICKSTREW@RIFLECO.ORG



3. **Cost Efficiency:** Standardizing with Musco reduces the need for training, additional equipment, and specialized maintenance, which would be required with alternative systems.

I recommend City Council approve a sole source purchase of the Musco Control Link system for Cooper, Bookcliff, and Hogback fields. This decision aligns with the City's best interest by ensuring compatibility, leveraging existing warranties, and maintaining operational efficiency.

Respectfully,

Austin Rickstrew
Signer ID: CL5TPBWV12...



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CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name NEW: W-9 attached ☐
	Musco Sports Lighting

2.	Vendor Address
	100 1st Ave West PO Box 808, Oskaloosa, IA 52577

3.	For the Purchase of (description)
	Musco Control-Link System

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$32,250.00	\$35,000.00	

5.	Dept. Name	General Ledger Acct #
	Parks Capital	210-4523-400-741

6.	Type of Purchase
☐	Capital Construction
☐	Capital Construction – Change Order
☒	Capital Equipment
☐	Plant Equipment
☐	Materials, supplies, non-profession/technical services (includes computer/software maint.)
☐	Professional Services
☐	Utilities (includes equipment installation and ongoing contracts)
☐	Land, easements, ROW

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)	
☐	Cooperative Purchasing:	Sec 4-3-90
☐	Open Market:	Sec. 4-3-40(c)
☐	Comparative Pricing:	Sec. 4-3-40(d)
☐	Request for Proposal:	Sec. 4-3-40(e) (attach bid tab)
☐	Competitive Sealed Bid:	Sec.4-3-40(f) (attach bid tab & advertisement)
☒	Sole Source:	Sec. 4-3-40(a) (attach memo)

8.	Authorization Required
☒	City Manager
☒	City Council

9.	Signatures												
	<table border="1"><tr><th>Position</th><th>Signature</th><th>Date</th></tr><tr><td>Department Director</td><td>Austin Rickstrew Signer ID: CL5TPBWV12...</td><td>01/09/25</td></tr><tr><td>City Manager</td><td></td><td></td></tr><tr><td>City Council Approval (meeting date)</td><td></td><td></td></tr></table>	Position	Signature	Date	Department Director	Austin Rickstrew Signer ID: CL5TPBWV12...	01/09/25	City Manager			City Council Approval (meeting date)		
Position	Signature	Date											
Department Director	Austin Rickstrew Signer ID: CL5TPBWV12...	01/09/25											
City Manager													
City Council Approval (meeting date)													
10.	Purchase Order # assigned by Finance												



TABLE 1 - IS A PURCHASE ORDER NECESSARY

<u>Amount of Purchase</u>	<u>Is Purchase Order Needed</u>	<u>Method of Source Selection</u>
\$0.01 - \$10,000	No – Dept Head Approval	No special sourcing
\$10,000.01 - \$25,000	Yes – City Manager Approval	Yes – see table 2 below
\$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

<u>Methods of source selection</u>	<u>Contract limits</u>
Competitive sealed bidding	Greater than \$50,000.00
Competitive sealed proposals	Greater than \$10,000.00 and less than \$50,000.00.
**Greater than \$50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.	
Small purchases	Less than \$10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	8% discount	4% discount
\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2% discount
\$100,000 to \$200,000	4% discount	2.5% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount



Agenda Item #6.f.

Agenda Item Name:

Consider Letter of Support for Garfield County CSU-Extension Office and Their Outdoor Classroom and Community Education Center.

Presenter:

Austin Rickstrew, Parks & Recreation Director

Item Description:

Consider a Letter of Support

Recommended Action:

Move to Approve Letter of Support for Garfield County CSU-Extension Office's Outdoor Classroom and Community Education Center.

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

The Garfield County Outdoor Classroom & Community Education Center project seeks to transform a 2.93-acre site located off the Rifle Creek Trail just north of Centennial Park into a state-of-the-art outdoor and indoor learning hub. This initiative will provide essential community amenities, including an outdoor classroom, amphitheater, and community gardens, to address barriers to outdoor education and recreation for Rifle's residents.

Executive Summary:

This agenda item seeks council approval to issue a letter of support to the GOCO Board in favor of this transformative project, underscoring its alignment with the city's goals and community priorities.

Notification Requirements:

N/A

Prepared By:

Austin Rickstrew, Parks & Recreation Director

Attachments:

1. CSU-Extension GOCO Letter of Support
2. Garfield 4H Campaign (Presentation) (1)
3. Garfield 4H Campaign (Presentation) (2)



January 9th, 2025

Great Outdoors Colorado
1900 Grant Street, Suite 725
Denver, CO 80203

RE: CSU Extension – Garfield County Community Impact Grant Application for the Garfield County Outdoor Classroom and Education Center.

Dear Members of the GOCO Review Committees and Board of Directors:

As Mayor of the City of Rifle, I write to express our full support for the Garfield County Outdoor Classroom & Community Education Center project. This initiative represents a transformative opportunity to enhance outdoor access, foster education, and strengthen community connections for Rifle and Garfield County residents.

This project will be located off the Rifle Creek Trail and just north of Centennial Park, a cornerstone of our city's outdoor spaces. By expanding recreational and educational opportunities in this area, the project will advance Rifle's outdoor amenities and further solidify our community's reputation as a hub for outdoor connection and engagement.

The project will revitalize a 2.93-acre site and warehouse into an inclusive, multi-functional space to address critical outdoor recreation and education barriers. By providing accessible outdoor classrooms, amphitheaters, community gardens, and culturally inclusive programming, the center will empower residents to engage with nature, build meaningful connections, and cultivate sustainable practices. This project deeply aligns with GOCO's mission to connect people to the outdoors and enhance the quality of life across Colorado.

This center will also address significant community needs identified through extensive public input, including improving access to outdoor education for underserved populations and creating opportunities for youth career development in STEM, conservation, and agriculture. The "Grow and Give" gardens will strengthen food security and offer hands-on training in sustainability. At the same time, the amphitheater and classroom spaces will provide year-round venues for education, cultural celebrations, and community gatherings.

The City of Rifle and its residents stand firmly behind this project, as it aligns with our local priorities and regional goals. By removing barriers to outdoor access, fostering workforce development, and strengthening community pride, this center will deliver lasting benefits to the city, county, and state. Key partnerships with organizations such as Colorado Parks and Wildlife, the Colorado State Forest Service, and the Middle Colorado Watershed Council further ensure its success and sustainability.

We are confident that the Garfield County Outdoor Classroom & Community Education Center will create an enduring legacy, empowering the next generation while promoting stewardship, inclusivity, and connection to the outdoors. We urge the GOCO Board to support this vital project.

Thank you for considering this transformative initiative for funding.

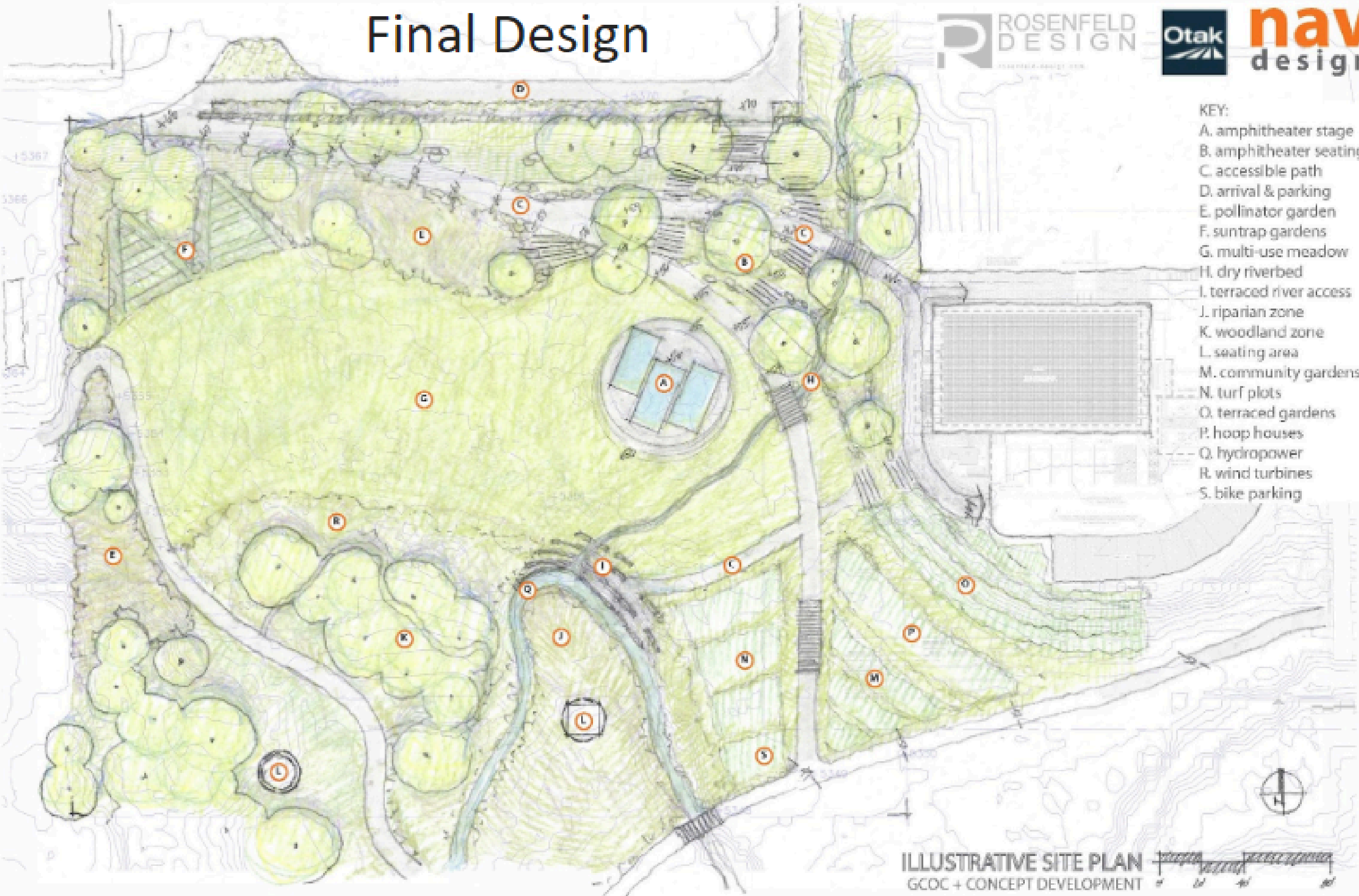
Sincerely,

Sean Strobe
Mayor, City of Rifle

Final Design

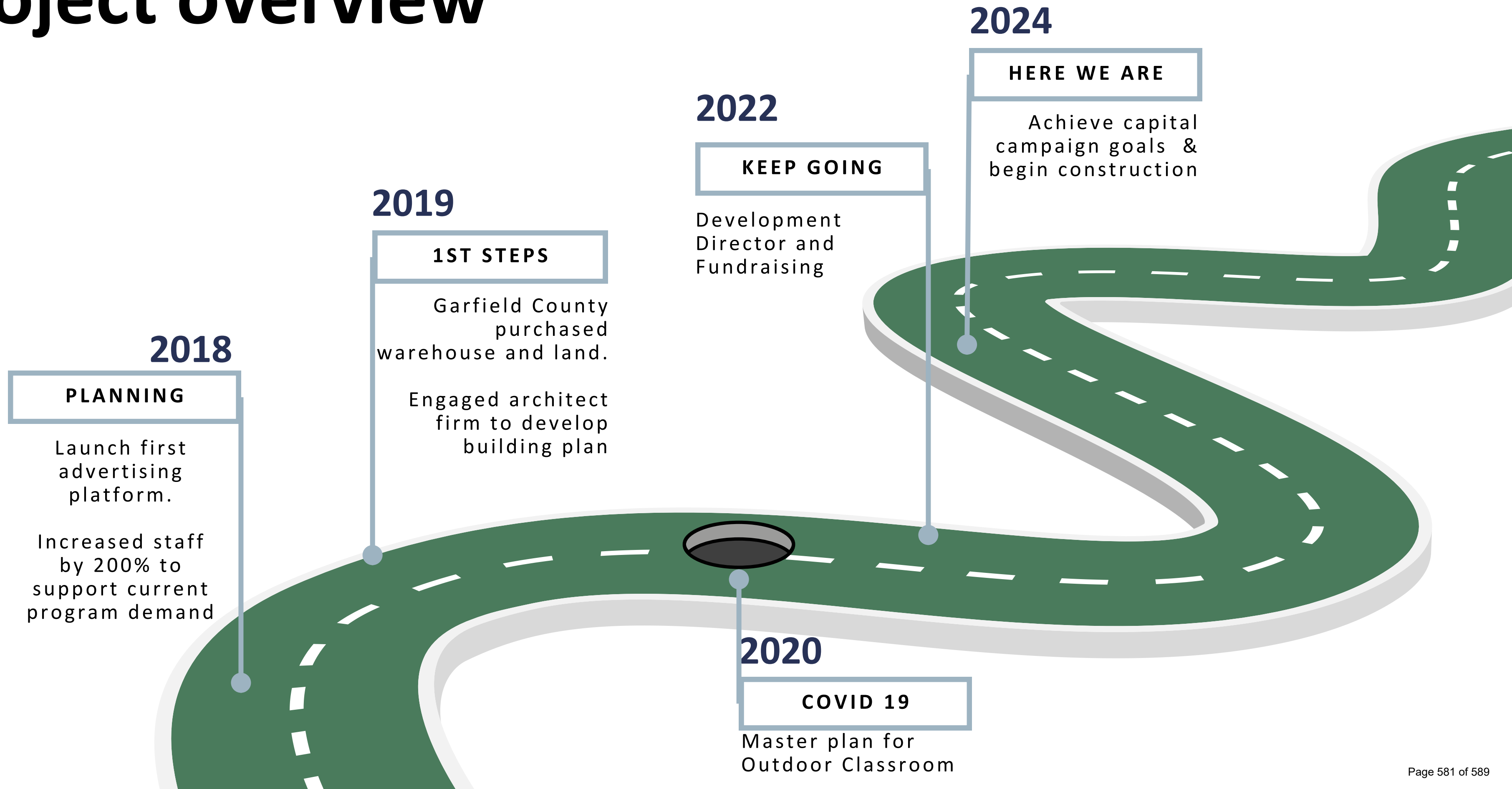


- KEY:
- A. amphitheater stage
 - B. amphitheater seating
 - C. accessible path
 - D. arrival & parking
 - E. pollinator garden
 - F. suntrap gardens
 - G. multi-use meadow
 - H. dry riverbed
 - I. terraced river access
 - J. riparian zone
 - K. woodland zone
 - L. seating area
 - M. community gardens
 - N. turf plots
 - O. terraced gardens
 - P. hoop houses
 - Q. hydropower
 - R. wind turbines
 - S. bike parking



ILLUSTRATIVE SITE PLAN
GCOC + CONCEPT DEVELOPMENT

Project overview





Agenda Item #7.a.

Agenda Item Name:

Report to City Manager

Presenter:

Patrick Waller, City Manager

Item Description:

Staff report on notable tasks completed within the individual departments.

Recommended Action:

No action necessary

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Work Report to City Manager
1/10/2025

Notification Requirements:

None

Prepared By:

Alexis Ramirez, City Clerk

Attachments:

1. 01.10.2025 Report to City Manager
2. Police Department - Report to City Manager
3. December Building Permit Report

WORK REPORT TO CITY MANAGER

01.10.2025

PIO

- Continuing updates on website and social media on local issues and citizen concerns.
- Citizens were very impressed with the extra day staff was given for the Christmas holiday. I received a lot of positive feedback about how unheard of that is in this day and age especially for municipal employees.

COURT

- Handled 66 adult cases on December 18 court day.
- Handled 70 adult cases and 20 juvenile cases on January 8 court day.
- Held 11 telephone hearings with inmates in custody.
- Attended CML Legislative Update Webinar.

PUBLIC WORKS

- Veteran's Memorial, Phase I Beautification: construction plans in progress: 30% (no change); proceeding with plans to let a contract for Landscape Consultant services.
- CAD renderings and development of specifications of the City of Rifle Specifications Manual, in progress 20% on drawings; 95% on specifications (no change)
- Asset Management with Limble: adding assets to database, specifically Operations and City Hall.

Fleet

- Normal fleet maintenance operations.
- Unit 1006 – 2010 Freightliner tandem: in shop in Grand Jct. with fuel and DEF issues
- Salt spreader for Unit 125 (Topkick) in for repair; spreader motor issues
- Project car: 4V11, 2011 Ford Fusion – steering rack replacement; parts received; 25% work complete
- Repair to the new IR Asphalt Patcher; in shop at LTJ Industrial Services; due to be returned Friday (10 January 2025),

Operations & Maintenance

- Recovery of Lopez property which was worked to prevent damage to properties below slide area east of Stillwell Avenue. – dormant due to winter
- Maintaining drainage structures in preparation for runoff.
- Casting sidewalk, as weather allows, at the Deerfield Park Sports Complex; last pour on Thursday (9 January 2025).
- Snowplow operations and street de-icer application.

Two-week work forecast

- Startup of street asphalt patching.

WORK REPORT TO CITY MANAGER (01-15-2025)

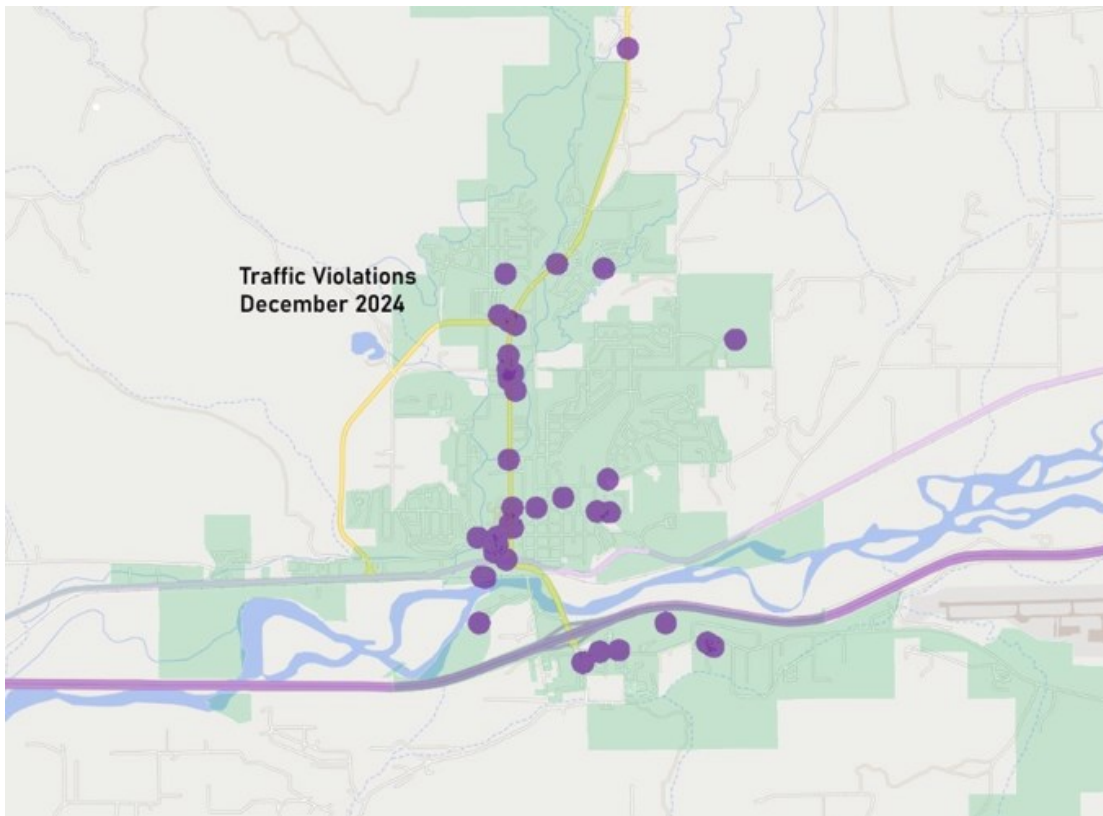
POLICE

- RPD officers issued a total of 156 citations in December. Of those citations, officers initiated 191 traffic contacts yielding 91 traffic citations.
- Officers responded to 1166 calls for service in December, yielding 59 cases requiring follow-up and additional investigation.
- Officers made 53 arrests in December.

Comparison

Activity	Dec - '24	Nov - '24	Diff.	Dec - '23	Diff.
Cases	59	53	6	66	-7
Incidents	1166	1200	-34	1218	-52
Tickets	156	181	-25	205	-49
Traffic Stops	191	201	-10	187	4
Traffic Violations	91	104	-13	66	25
Arrests	53	45	8	49	4

This is an analysis showing an overview of locations around Rifle where traffic citations were issued in December.



The following are the types of traffic tickets issued.

Charged Traffic Offenses	Count
careless driving	5
Displayed expired number plates	2
DRIVING AFTER REVOCATION PROHIBITED (HTO (TRAF)	1
Driving under restraint	6
Drove vehicle while license under restraint (suspended/revoked/denied)	1
Drove vehicle while under the influence of alcohol or drugs	3
Drove vehicle with excessive alcohol content	2
Entering Through Highway - Stop Intersection (failed to stop/yield)	4
Entering Through Highway (stop sign)	2
Expired License Plates	1
Failed to drive in single lane (weaving)/changed lanes when unsafe	1
Failed to Present Evidence of Insurance upon Request	12
Failed to provide proof of insurance	2
Head Lamps on Motor Vehicles (Motor vehicle Improper headlights)	1
Inoperable Vehicles	4
Limitations on Backing (unsafe backing public or private property)	2
Obstructing a highway or other passageway (misdemeanor)	1
Operator's license required	10
Reckless driving	1
Speed Limits (speeding 10-19 mph over limit)	5
Speed Limits (speeding 20-24 mph over limit)	4
Speed Limits (speeding 25-39 over limit)	3
Speed Limits (speeding 5-9 mph over)	1
Speeding	3
Speeding 10-19 mph over the limit	1
Stop Lamps and Turn Signals (defective or no stop lights)	1
Tail Lamps and Reflectors (defective, improper, none)	1
Trailers and Towed Vehicles (unlawful drawbar)	1
Windows Unobstructed - certain materials prohibited (windows obstructed, dark tinted, other requirements)	10
Grand Total	91

Who is requesting records ?

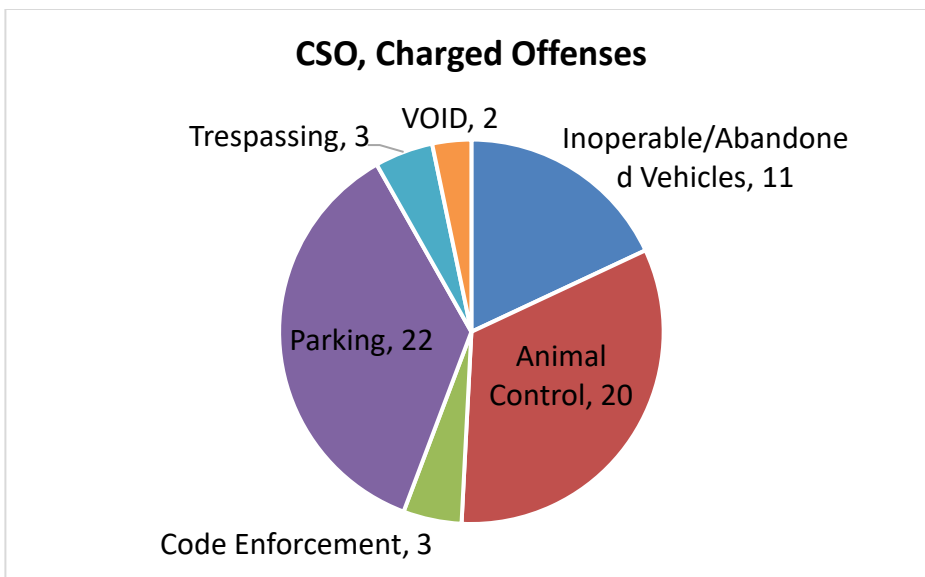


RECORDS	
Requestor	Count
DA's Office	29
City Prosecutor	0
Citizen	19
Other LE Agency	8
DHS	2
CBI	0
Insurance	7
Total	65

Code Compliance

Code Compliance continues to work hard to provide great services to the City of Rifle. These are code compliance statistics for December.

- CSOs issued 41 Citations in December rendering 61 charges.
- CSOs responded to 125 calls for service in December.
- CSOs initiated 61 charges on cases they were involved with in December.



December is filled with Hometown Holidays and Shop with a Cop





CITY OF RIFLE BUILDING PERMIT REPORT

December 2024

Summary (see note 1)	Total No. of Permits	Total Units *New SFD & New MFD	*New SFD Units (is not part of total permit amount)	*New MFD Units (is not part of total permit amount)	New Commercial	Other	Valuation	Use Tax Collected	Building Permit Fees	Plan Review Fees	Offsite Street Impact Fees	Parkland Dedication Fees	Waste Water System Improvement Fees	Water System Improvement Fees
December							\$ 8,246,832.00	\$ 175,245.16	\$ 28,940.04	\$ 18,195.91	\$ -	\$ -	\$ 6,181.56	\$ -
Year to Date	270	23	18	5	5	242	\$ 41,907,504.18	\$ 473,820.42	\$ 192,480.35	\$ 109,679.05	\$ 297,028.25	\$ 185,386.72	\$ 442,148.99	\$ 439,088.10
Dec-23	26	1	1	0	0	25	\$ 917,274.92	\$ 19,491.77	\$ 7,784.83	\$ 1,734.82	\$ 6,215.81	\$ 3,731.97	\$ 6,001.51	\$ 6,092.75
Year to Date 2023	254	20	20	0	5	227	\$ 20,852,076.42	\$ 368,870.74	\$ 130,380.10	\$ 58,563.10	\$ 139,525.81	\$ 46,507.72	\$ 262,500.19	\$ 302,522.17
End of Year 2023	280	21	21	0	5	252	\$ 20,852,076.42	\$ 368,870.74	\$ 130,380.10	\$ 58,563.10	\$ 139,525.81	\$ 46,507.72	\$ 262,500.19	\$ 302,522.17

Permit No	Parcel No	Date Paid	Address	Applicant	Zone	Permit Type	Valuation	Use Tax	Building Permit Fees	Plan Review Fees	Offsite Street Impact Fees	Parkland Dedication Fees	Waste Water System Improvement Fees	Water System Improvement Fees	Certificate of Occupancy Issued Date
1660	217704300007	12/4/2024	200 W. 20TH STREET A-144	CLAYTON HOMES	MDR	NEW RESIDENTIAL	\$ 164,900.00	\$ 3,504.13	\$ 50.00				\$ 6,181.56	\$ 6,275.53	
1661	217704300007	12/4/2024	200 W. 20TH STREET E-3	CLAYTON HOMES	MDR	NEW RESIDENTIAL	\$ 198,900.00	\$ 4,226.63	\$ 50.00				\$ 6,181.56	\$ 6,275.53	
1662	217709431065	12/4/2024	867 BIRCH AVE	ALAN DUNCAN		REROOF	\$ 1,500.00	\$ 31.88	\$ 81.88						
1663	217717104009	12/4/2024	415 PREFONTAINE AVENUE	PAUL & LAURA VERHULST		REROOF	\$ 3,500.00	\$ 74.38	\$ 50.00						
1664	217704403004	12/11/2024	160 E. 26TH STREET #3	K2 BUILDING SOLUTIONS, LLC		COMM IMPROVEMENTS	\$ 21,000.00	\$ 446.25	\$ 999.41	\$ 217.91					
1665	217709315005	12/11/2024	630 RAILROAD AVE	A-1HEATING & COOLING INC.	MDR	FURNACE	\$ 9,724.00	\$ 206.64	\$ 25.00						
1666	217709315005	12/11/2024	1779 & 1781 AIRPORT AVE	A-1HEATING & COOLING INC.	LI	FURNACE	\$ 5,915.00	\$ 125.67	\$ 25.00						
1673	217716109023	12/30/2024	740 E. 3RD STREET	TOP-TIER SERVICES LLC	MDR	REROOF	\$ 6,293.00	\$ 133.71	\$ 50.00						
1674	217709326002	12/11/2024	638 RAILROAD AVE	CITY OF RIFLE		DEMO									
1675	217718400314	12/30/2024	2515 CENTENNIAL PKWY	DECATUR WILKIE INC	PZD	COMMERCIAL NEW	\$ 8,000,000.00	\$ 170,000.00	\$ 27,658.75	\$ 17,978.00					

Total = \$ 8,246,832.00 \$ 175,245.16 \$ 28,940.04 \$ 18,195.91 \$ - \$ - \$ 6,181.56

Valuation Statistics Total For Month				\$	-
Single & Two Family New	\$ 363,800.00		Multifamily New	\$ -	
Single & Two Family Other	\$ 26,932.00		Multifamily Other	\$ -	
Single & Two Family Total	\$ 390,732.00		Multifamily Total	\$ -	
			Commercial New	\$ 8,000,000.00	
			Commercial Other	\$ -	
			Commercial Total	\$ 8,000,000.00	

*manufactured homes- SFD only if on its own lot / if in a park it will be under counted as Other
*SFD=Single Family Dwellings *2-FAM=New 2 Family (will count as a SFD) *MF=Multi- Family *Un=Units *RES=Residential *OTHER=Shed, Decks, Garages & etc. *Parcel No.=GIS use
Note 1: Total No. of permits= Total Single Family Units + Multi Family Bldg. + Commercial + Other Total Units= Single Family Units + Multi Family Units
Note 2: Building Permit Fees include Permit, Mechanical and Plumbing Fees

Notes regarding final totals