

#### **Historic Preservation Services**

Community Development & Neighborhood Services 281 North College Avenue P.O. Box 580 Fort Collins, CO 80522.0580

970.416.4250

preservation@fcgov.com
fcgov.com/historicpreservation

# CERTIFICATE OF APPROPRIATENESS AND LANDMARK REHABILITATION LOAN AWARD NOTICE ISSUED: February 15, 2023 EXPIRATION: February 15, 2024

ATTN: Amie Sharp Darrah House, LLC 2811 W. Woodford Ave. Fort Collins, CO 80521

## Dear Property Owner:

Congratulations! We are pleased to inform you that your proposed project for which you applied for Landmark Rehabilitation Loan funding has been approved and awarded. This letter provides you with confirmation of Loan funding and that the proposed changes to your designated Fort Collins landmark property have been approved by the City's Historic Preservation Division because the proposed work meets the criteria and standards in Chapter 14, <u>Article IV</u> of the Fort Collins Municipal Code.

- 1) Siding, shutter, storm window repair as needed
  - a. If any elements are so deteriorated that they need to be replaced rather than repaired, replacements shall be made in-kind, with respect to materials and design.
- 2) Exterior painting and lead paint mitigation, with paint colors in period accurate scheme
  - a. Use of an oil-based primer and oil or latex-based topcoat is recommended for health of wood siding.
  - b. Application of waterproof wood treatments or waterproof paints is discouraged.
  - c. Highly abrasive paint removal methods such as use of rotary sanders or sandblasting are highly discouraged due to likelihood of damaging underlying materials.
  - d. Please see National Park Service Preservation Brief #10, Exterior Paint Problems on Historic Woodwork (https://www.nps.gov/orgs/1739/upload/preservation-brief-10-paint-problems-exterior-woodwork.pdf), as you complete this project.

#### **Loan Funding Information**

You have been approved for City Landmark Rehabilitation Loan Funding for up to \$7,500 to support the qualified work items included in your application for the program related to this Certificate. Historic Preservation staff will follow up with you for any additional necessary details about project timeline, signing loan documents, or loan closing.

# Project Approval

Notice of the approved application has been provided to building and zoning staff to facilitate the processing of any permits that are needed for the work.

Please note that all ensuing work must conform to the approved plans. Any non-conforming alterations are subject to stop-work orders, denial of Certificate of Occupancy, and restoration requirements and penalties.

If the approved work is not completed prior to the expiration date noted above, you may apply for an extension by contacting staff at least 30 days prior to expiration. Extensions may be granted for up to 12 additional months, based on a satisfactory staff review of the extension request.

Property owners can appeal staff design review decisions by filing a written notice of appeal to the Director of Community Development & Neighborhood Services within fourteen (14) days of this decision. If you have any questions regarding this approval, or if I may be of any assistance, please do not hesitate to contact me. I can be reached at <a href="mailto:preservation@fcgov.com">preservation@fcgov.com</a>, or 970-224-6078.

Sincerely,

Yani Jones Historic Preservation Planner

Applicable Code Standard	Summary of Code Requirement and Analysis (Rehabilitation)	Standard Met (Y/N)
SOI #1	A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships;	Y
	This project will not change the use of this property.	
SOI #2	The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.	Y
	This project will help maintain the historic character of the property by repairing deteriorated elements and protecting the materials with new paint. Characteristic features will not be removed.	
SOI #3	Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.	Y
	Repairs and repainting in a period-appropriate color scheme will enhance the property as a physical record of its time.	

SOI #4	Changes to a property that have acquired historic significance in their own right will be retained and preserved.	N/A
SOI #5	Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.	Y
	Any elements too deteriorated for repair shall be replaced in- kind with respect to materials and design.	
SOI #6	Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.	Y
	Any elements too deteriorated for repair shall be replaced in- kind with respect to materials and design.	
SOI #7	Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.	N/A
SOI #8	Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.	N/A
SOI #9	New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.	
SOI #10	New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.	N/A





# Landmark Rehabilitation Loan 2022 Program Application Submit No Earlier Than:

October 3, 2022
Applicant Information
Amie Shaw 970-388-7188
Applicant's Name Daytime Phone Evening Phone
2811 W. Wood torutive tort Collins CO 80521
Mailing Address (for receiving loan-related correspondence)  State Zip Code
a sharpe sharpnet solutions. com
Email
Property Information 6/2 S College. Charactershappy Mand Amia R Sham Ave FO 80674
Property Information
I'hnstocher W and Amie K Sharp Ave, FC 80524
Owner's Name(s) (as it appears on the Deed of Trust)  Landmark Property Address
Andrew School and the second s
Project Description ,
Total Project Cost: \$100,000 Project Start Date: \$2023
Loan Requested (up to Project Completion   A Sonna
Match (50% or more of total):
Ashnot tainting 3954 Caddoa br 2023
Contractor Name Address Invaloud NO 0538 Phone 070 -
(if you have additional contractors list them below) LOVELOVIO, CO 80038
1090-9009
Check if some of all of work is to be completed by owner   U U 103
Provide a summary of your project with the project elements and costs of each element. Project elements
should be consistent with the attached Design Review Application.

Project Element				Project Cost	
Painting, 81ding	repair,	lead	paint	\$60,000.	00
remediation, shu	Her +5	torm	window	v paint-	+
	VODALO			,	
Paint Colors Will and Will attempt to City of Fort Collins Landmark Rehabilitation La	DE 11131 D returr oan Program Application	Day	rah H	onse to	ma
3		1/11/11	will for	7. 700. 20 PC	11110

# Required Additional information

The following items must be submitted with this completed application. Digital submittals preferred for photographs, and for other items where possible.
To photographs, and for other rection where possible.
A completed Design Review Application for the work being funded (and other work that may not be part of the loan request), including relevant photographs, building plans, and other
may not be part of the loan request), including relevant photographs, building plans, and other
supporting materials.
At least one detailed, itemized construction bid for each feature of your project. Bids must
include product details for replacement materials, a basic description of the repair/installation
methodology that will be used, and a breakdown of labor and materials costs.

# Assurances

The Owner and Applicant hereby agree and acknowledge that:

- A. Loan recipients agree to supply at least an equal match to the requested loan amount.
- B. Funds received as a result of this application will be expended solely on described projects and must be completed within established timelines and without making unapproved changes to the scope of work or the contractors associated with the loan application.
- C. The subject structure must have local landmark designation or be a contributing structure in a local landmark district.
- D. Loan funds may be spent only for exterior rehabilitation of the structure.
- E. Matching funds may be spent for exterior rehabilitation/stabilization of the property, interior structural work, and/or the rehabilitation of electrical, heating or plumbing systems, including fire sprinkler systems in commercial buildings.
- F. Neither loan monies nor matching funds may be spent for the installation of or rehabilitation of signage, interior rehabilitation or decorations, building additions, or the addition of architectural or decorative elements which were not part of the original historic structure.
- G. All work must comply with the standards and/or guidelines of the City and the United States Secretary of the Interior for the preservation, reconstruction, restoration or rehabilitation of historic resources.
- H. Loan recipients must submit project for design review by the Landmark Preservation Commission and receive approval for loan funding before construction work is started.
- All work approved for loan funding must be completed even if partially funded through the Landmark Rehabilitation Loan Program.
- J. Loan recipients will receive disbursement of loan funds after all work has been completed and approved, receipts documenting the costs of the work have been submitted to the City, and physical inspection has been completed by the City.
- K. Loan recipients agree to place a sign, provided by the City, on the property stating that the rehabilitation of the property was funded in part by the City's Landmark Rehabilitation Loan Program for the duration of the rehabilitation work.
- L. The award and disbursement of this loan shall be governed by the provisions of the ordinance of the Council of the City of Fort Collins establishing the Landmark Rehabilitation Loan Program as an ongoing project of the City.
- M. The owner agrees to maintain the property after rehabilitation work has been completed.
- N. Loans are provided at zero percent interest. Upon successful completion and inspection of the project, loan recipients will be required to sign a Promissory Note and Deed of Trust to secure loan funds. Repayment will be required upon sale or transfer of the property, except for public and non-profit projects which are required to repay the loan within 5 years.

O. Loans may be subordinated in second position below the property's mortgage. Subordination below second position will require the owner to demonstrate that the equity in the property exceeds its debt.

Signature of Applicant (if alifferent than owner)

Date

Date

Date

Date

# **Affidavit-Restrictions on Public Benefits**

AFFIDAVIT Pursuant to section 24-76.5-103(4)(b), C.R.S.

1 Amile Christopher Sharp, swear or affirm
under penalty of perjury under the laws of the State of Colorado that I am (check one of the
following):
A United States citizen;
☐ A Legal Permanent Resident of the United States; or
Otherwise lawfully present in the United States pursuant to Federal law.
I understand that this sworn statement is by law because I have applied for a public benefit as
defined by law. I understand that state law requires me to provide proof that I am lawfully
present in the United States prior to receipt of this public benefit. I further acknowledge that
making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is
punishable under the criminal laws of Colorado as perjury in the second degree under Colorado
Revised Statute §18-8-503 and it shall constitute a separate criminal offense each time a public
benefit is fraudulently received. If I checked the second or third option above, I understand that
my lawful presence in the United States will be verified through the Federal Systematic Alien
Verification of Entitlement Program (SAVE Program).
Amie R Sharp
Printed Name of Legal Owner
10/3/2022
Signature of Legal Owner Date
Girly of Man



### **Historic Preservation Services**

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970.416.4250 preservation@fcgov.com fcgov.com/historicpreservation

# CERTIFICATE OF APPROPRIATENESS – Minor Alteration ISSUED: March 2, 2022 EXPIRATION: March 2, 2023

ATTN: Amic Sharp Darrah House, LLC 2811 W. Woodford Ave. Fort Collins, CO 80521

# Dear Property Owner:

This letter provides you with certification that proposed work to your Fort Collins Landmark property, the Darrah House at 612 S. College Avenue has been approved without an application by the City's Historic Preservation Division (HPD) because the proposed work appears to be routine in nature with minimal effects to the historic resource, and meets the requirements of Chapter 14, <u>Article IV</u> of the Fort Collins Municipal Code.

#### The alterations reviewed include:

- Repaint of property exterior
  - O Note: Use of oil-based primer and oil- or latex-based top coat is recommended for health of wood siding.

Notice of the approved application has been provided to building and zoning staff to facilitate the processing of any permits that are needed for the work. Please consider National Park Service Preservation Brief #10, *Exterior Paint Problems on Historic Woodwork* as you complete this project.

Please note that work beyond that indicated in your permit application/correspondence requires additional approval. Items requiring further approval include, but are not limited to, the following activities:

- Application of water sealants, including waterproof wood treatments or waterproof paints (generally discouraged)
- Highly abrasive paint removal methods such as use of rotary sanders or sandblasting that are discouraged due to likelihood of damage to the underlying material.

If the approved work is not completed prior to the expiration date noted above, you may apply for an extension by contacting staff at least 30 days prior to expiration. Extensions may be granted for up to 12 additional months, based on a satisfactory staff review of the extension request.

If you have any questions regarding this approval, or if I may be of any assistance, please do not hesitate to contact me. I may be reached at <u>jbertolini@fcgov.com</u> or 970-416-4250.

Sincerely,

Jim Bertolini Historic Preservation Planner



**This Contract** is entered by and between Distinct Painting Company, a Colorado limited liability company ("Contractor"), and **Amie & Chris Sharp** ("Homeowner"), effective this **12th** day of. **January**. Contractor and HOA agree as follows:

- 1. Scope of Work. Contractor shall perform the work specified below, including scheduling and delivery of all materials, permits as needed, and site cleanup at the address: 612 S. College Ave. Fort Collins, CO 80524
- **A. Exterior**. Power wash, scrape, apply primer, seal cracks and joints with elastomeric urethane and apply the paint agreed up as set forth by Owner on the Color Scheme Agreement, attached hereto and incorporated herein, to the following areas: **LEAD AND RRP MITIGATION ON FULL EXTERIOR**

Siding	Trim	Doors	Windows
Outbuilding(s)		Garage Doors	<u>Other</u>

**B.** Interior. Masking, taping, filling small nail holes, and priming any necessary areas. Apply the specified number of coats of paint as set forth by Owner on the Color Scheme Agreement, attached hereto and incorporated herein, to the following:

# **C.** Other Construction. (Specify)

In the event that siding or trim is repaired, Contractor will match the siding or trim to the extent possible currently available materials; however, Owner acknowledges that an exact match may not be possible.

**D. Warranty.** The warranty is attached hereto and incorporated herein by reference. \*Does not apply to deck refinishes, or exterior staining etc.

- 2. Completion. Contractor will commence the work on or before. Spring 2023 (as early as February 23' start time (date) and the work will be substantially completed and ready for Owner's inspection on or before Late Spring 2023 depending on weather. Owner acknowledges that these dates may be extended without penalty due to Acts of God (such as weather), strikes, illness, injury, lack of readily available materials, and other unforeseen circumstances.
- 3. **Contract Price**. The Contract price for the above Scope of Work is \$ \$60,000.00 . Upon execution, Owner/HOA shall pay a deposit in the amount of \$. 30,000.00. (Upon signed contract).

Thereafter, the Contract is final and, if Owner wishes to change the Scope of Work or the Color Scheme Agreement, except as otherwise agreed, such change will result in a change fee of 10% of the Contract Price and the Contract Price will be adjusted to reflect all additional costs of labor, materials and overhead to accommodate the change(s). Upon completion of the Scope of Work, the Owner shall inspect the work and upon approval the remainder of the Contract Price is immediately due and payable. Should payment in good funds not be made as specified herein, Owner shall be liable for the costs of any payment not honored upon presentment, a late fee of 10% of the payment due, and interest at the rate of 8% per annum on the unpaid sum.

**4. Enforcement**. This Contract shall be interpreted under the laws of the State of Colorado. The venue and jurisdiction for any disputes arising hereunder is the District Court of Larimer County, Colorado. In the event of litigation under this Contract, the prevailing party is entitled to an award of costs and attorney fees.

This Contract including the referenced attachments and inclusions constitutes the entire agreement between the Parties and inures to the benefit of and is binding upon their heirs, successors, representatives and

# **Distinct Painting Company**















