Agenda for a **Regular Meeting** of the Board of Trustees of the Town of Fairplay, CO
Monday, April 6, 2026 at 6:00 PM in the Fairplay Town Hall, 901 Main St, Fairplay, CO

Click to Join Meeting by Teams
(Meeting ID: 230 585 916 226 34 / Passcode: py9Du2wC)
Dial in by phone +1 929-352-2940,,593670864#

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Approval of Agenda

V. Consent Agenda

This item is intended to streamline the Board Meeting grouping routine, non-controversial business. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.

A. Approval of expenditures for all Town funds from February 25, 2026 to April 2, 2026 in the amount of $198,397.93.

VI. Citizen Comments

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

VII. Proclamations, Presentations and Updates

A. Presentation by Rachel Edwards regarding request for funding for Mark Edwards Memorial Golf Tournament.

B. Presentation by Scott Dodge of Park County Law Enforcement Gives Back regarding request for Nate Carrigan Memorial Golf Tournament Sponsorship.

VIII. Public Hearings

A. TO BE CONTINUED TO APRIL 20, 2026 - Shall the Board of Trustees of the Town of Fairplay, sitting at the Town of Fairplay Liquor Licensing Authority, grant a new Hotel and Restaurant Liquor License for the Outpost Cafe located in the Hand Hotel at 531 Front Street, Fairplay, CO 80440.

B. APPEAL HEARING – EP 2025-003: Should the Board of Trustees for the Town of Fairplay, approve an application from Pat Stoinski appealing the Town Administrator's denial of a Lot Line Adjustment Plat on the property commonly known at 1150 Castello Avenue, Fairplay, CO?

IX. New Business

A. CONTINUED FROM MARCH 16, 2026: THIRD READING - Should the Board of Trustees of the Town of Fairplay approve "Resolution No. 5, Series of 2026, entitled "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND HELIOS CHARGING, INC.FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING UNITS IN THE ALLEY BEHIND 501 MAIN STREET."?

B. ARCHITECTURAL REVIEW HEARING CASE 2026-COA-002 - Should the Board of Trustees, sitting as the Architectural Review Committee, approve an application from Kevin & Teri Moore dba The Fairplay Depot for a Certificate of Appropriateness for the painting for property located at 601 Main Street in the Town Center Overlay Zone District.

C. FIRST READING - Should the Board of Trustees of the Town of Fairplay approve Resolution No. 14, Series of 2026, entitled "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND KEVIN & TERI MOORE FOR THE 601 MAIN STREET PAINTING PROJECT."?

D. ARCHITECTURAL REVIEW HEARING CASE 2026-COA-001 - Should the Board of Trustees, sitting as the Architectural Review Committee, approve an application from Nicole McChesney dba Mountain Essentials for a Certificate of Appropriateness for replacement of the existing sidewalk/porch area, replacement of failing wood elements and exterior painting for property located at 549 Front Street in the Town Center Overlay Zone District.

E. FIRST READING - Should the Board of Trustees of the Town of Fairplay approve Resolution No. 15, Series of 2026, entitled "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND NICOLE MCCHESNEY FOR THE 549 FRONT STREET SIDEWALK REPLACEMENT PROJECT."?

X. Other Business

A. Update Regarding Gemenskap Tiny Home Sewer System and Discussion on Options.

B. Discussion regarding early payoff of Colorado Water and Resource Power Development Authority Loan.

XI. Staff and Board of Trustee Reports

XII. Adjournment

BILLS PAID FROM FEBRUARY 25, 2026 TO APRIL 2, 2026

Vendor Name	Paid On	Paid Amount	Payment Description
Fairplay Auto Supply	2/26/2026	4.29	Wiper fluid for transit 333
Fairplay Auto Supply	2/26/2026	94.49	Maintenance for Lift Station Generator
Fairplay Auto Supply	2/26/2026	9.54	Oil Filter for F350
Fairplay Auto Supply	2/26/2026	12.79	oil filter for Donkey
Fairplay Auto Supply	2/26/2026	23.94	pd070
Fairplay Auto Supply	2/26/2026	66.76	Oil Change for Donkey
Fairplay Auto Supply	2/26/2026	6.17	service charge 1.5% of 411.62
Fairplay Auto Supply	2/26/2026	50.97	Antifreeze for Lift Station Generator
Kelsey Sprys	2/26/2026	113.83	Mileage Reimbursement for Leadership Training
Murray Dahl Beery Renaud LLP	2/26/2026	13,798.25	General Legal Services January 2026
AmeriGas-1011	2/26/2026	981.13	Bulk Propane Fill for WW Lift station
Caselle LLC	2/26/2026	1,664.00	Programs Monthly Maintenance & Support Fees
Caselle LLC	2/26/2026	1,664.00	Programs Monthly Maintenance & Support Fees
CIRSA	2/26/2026	186.00	2026 Volunteer Accidental Medical Plan Premium
Phoenix Technology Group	2/26/2026	774.35	Mar '26 Monthly Managed ISP Fees
Phoenix Technology Group	2/26/2026	774.35	Mar '26 Monthly Managed ISP Fees
Phoenix Technology Group	2/26/2026	1,503.15	Mar '26 Monthly Managed ISP Fees
Phoenix Technology Group	2/26/2026	1,503.15	Mar '26 Monthly Managed ISP Fees
CRA - Colorado Retirement Association	2/27/2026	1,796.49	401A - PPE 2/14/26
CRA - Colorado Retirement Association	2/27/2026	632.65	457 - PPE 2/14/26
FPPA - Fire & Police Pension Association of Colorado	3/4/2026	8,110.64	FPPA PPE 1/31/26
WEX Bank	3/11/2026	167.87	Transit Fuel Jan 2026
WEX Bank	3/11/2026	1,820.50	PD Fuel Jan 2026
WEX Bank	3/11/2026	685.84	PW Fuel Jan 2026
Park County Road Bridge Department	3/11/2026	29.53	PD Fuel
Park County Road Bridge Department	3/11/2026	176.26	PW Fuel
Park County Road Bridge Department	3/11/2026	116.74	Transit Fuel
Town of Fairplay	3/12/2026	161.70	PW Office W&S 2/28/2026 bill
Colorado Analytical Laboratory	3/12/2026	403.00	Testing for Wastewater
AT&T Mobility	3/12/2026	254.66	VoIP, Body Cam, MDT and Cellular Monthly Charges
AT&T Mobility	3/12/2026	198.16	VoIP, Body Cam, MDT and Cellular Monthly Charges
AT&T Mobility	3/12/2026	1,665.34	VoIP, Body Cam, MDT and Cellular Monthly Charges
AT&T Mobility	3/12/2026	45.54	VoIP, Body Cam, MDT and Cellular Monthly Charges
AT&T Mobility	3/12/2026	46.98	VoIP, Body Cam, MDT and Cellular Monthly Charges
Town of Fairplay	3/12/2026	183.20	PW Office W&S 2/28/2026 bill
Town of Fairplay	3/12/2026	123.20	PW Office W&S 2/28/2026 bill
Colorado Mountain News Media	3/12/2026	250.00	Mardi Gras Online Ad
High Country Aqua Tech	3/12/2026	739.20	Water Treatment Chemicals
South Park Ace	3/13/2026	2.99	to build tablet holder
South Park Ace	3/13/2026	8.59	Latch for baseball field shed
South Park Ace	3/13/2026	35.80	for tarot card reading tent
South Park Ace	3/13/2026	13.65	Tubing for CLX Machine
South Park Ace	3/13/2026	11.99	Ice Melt for Mardi Gras
South Park Ace	3/13/2026	40.03	sewer plant repairs
South Park Ace	3/13/2026	76.96	Town hall leak fix.
South Park Ace	3/13/2026	3.58	welding supplies/ trash bags for office
South Park Ace	3/13/2026	54.93	New Faucet for PW Office
South Park Ace	3/13/2026	21.99	auger/ snake for toilets
South Park Ace	3/13/2026	87.97	rachet straps for PW trucks
South Park Ace	3/13/2026	72.96	trash bags and gloves
South Park Ace	3/13/2026	5.97	sewer plant repair
South Park Ace	3/13/2026	33.17	mopping supplies for shop
South Park Ace	3/13/2026	94.09	sewer plant repairs
P&M Holding GroupLLP	3/13/2026	3,276.63	2025 1099 Services
P&M Holding GroupLLP	3/13/2026	3,276.63	2025 1099 Services
P&M Holding GroupLLP	3/13/2026	4,579.05	Monthly Accounting/Bill.com Support Services 01-20-26 to 02-19-2026
P&M Holding GroupLLP	3/13/2026	4,579.06	Monthly Accounting/Bill.com Support Services 01-20-26 to 02-19-2026
P&M Holding GroupLLP	3/13/2026	5,460.00	Audit Prep Services 01-20-26 to 02-09-26
P&M Holding GroupLLP	3/13/2026	5,460.00	Audit Prep Services 01-20-26 to 02-09-26
Highline	3/13/2026	196.00	Monthly Fiber Visitor Center
Highline	3/13/2026	349.00	Monthly Fiber Town Hall
Highline	3/13/2026	149.95	Monthly Fiber Public Works
BDS Valli Info System	3/13/2026	342.08	February Utility Billing

BDS Valli Info System	3/13/2026	130.85	February Newsletter
BDS Valli Info System	3/13/2026	159.10	Spring Newsletter expense
Family Support Registry	3/13/2026	254.30	03/06/2026 Pay Withholding Account 15890460
Laser Graphics	3/13/2026	85.00	Business Cards for Erik Baum
Schmueser Gordon Meye Inc	3/13/2026	8,759.25	Impact Fee Services - UF
Schmueser Gordon Meye Inc	3/13/2026	8,759.25	Impact Fee Services - GF
Schmueser Gordon Meye Inc	3/13/2026	2,071.00	Gemenskap Site Visit/Memo
Schmueser Gordon Meye Inc	3/13/2026	460.00	General Engineering Services Thru 02/14/2026
Schmueser Gordon Meye Inc	3/13/2026	225.00	Stone River Pre-Application Meeting
Schmueser Gordon Meye Inc	3/13/2026	1,068.75	Finley SUP Finalization Fees
Schmueser Gordon Meye Inc	3/13/2026	112.50	Pharmacy Building Permit Review
Schmueser Gordon Meye Inc	3/13/2026	112.50	Martsone - Bill Back
Schmueser Gordon Meye Inc	3/13/2026	981.00	CDOT POTW Review Services
Schmueser Gordon Meye Inc	3/13/2026	272.50	South Park Food Bank Pre-Application Mtg (In-Kind)
Schmueser Gordon Meye Inc	3/13/2026	218.00	Riverside RV Park Pre-Application Mtg
HomeServe USA Corp	3/13/2026	1,636.55	HomeServe Water Line Coverage Premiums
Colorado Natural Gas, Inc.	3/13/2026	271.54	Sanitation / PW Office Natural Gas Feb 2026
Colorado Natural Gas, Inc.	3/13/2026	1,291.22	Sanitation Plant Natural Gas Feb 2026
Colorado Natural Gas, Inc.	3/13/2026	303.19	901 Main Street Natural Gas Feb 2026
Colorado Natural Gas, Inc.	3/13/2026	900.07	PW Shop Natural Gas Feb 2026
CenturyLink	3/13/2026	83.24	Water Plant Telephone Line
Utility Notification Center of Colorado	3/13/2026	23.88	water locate
Utility Notification Center of Colorado	3/13/2026	23.89	sewer locate
Colorado Natural Gas, Inc.	3/13/2026	256.80	501 Main Natural Gas Feb 2026
AWT Consulting LLC	3/13/2026	5,750.00	Feb 2026 WWTP ORC Services
Hayes Poznanovic Korver LLC	3/13/2026	282.00	
Sarah Ernst	3/13/2026	50.00	Ernst Monthly Cell Phone Reimbursement March 2026
Elevated Cleaning Co	3/13/2026	300.00	Monthly Cleaning Town hall
Elevated Cleaning Co	3/13/2026	250.00	Monthly Cleaning Visitor center
Elevated Cleaning Co	3/13/2026	200.00	Monthly Cleaning Bunkhouse
CÄ°NTAS	3/13/2026	30.98	PW/Utilities Uniforms
CÄ°NTAS	3/13/2026	30.97	PW/Utilities Uniforms
CÄ°NTAS	3/13/2026	30.97	PW UNIFORMS
CÄ°NTAS	3/13/2026	30.98	UTILITY UNIFORMS
CÄ°NTAS	3/13/2026	30.97	PW UNIFORMS
CÄ°NTAS	3/13/2026	30.98	PW UNIFORMS
Charles Abbott Associates Inc	3/13/2026	440.97	January 2026 Building Official Services
Xcel Energy	3/13/2026	13.34	47001 Hwy 9 Sign
Xcel Energy	3/13/2026	304.99	311 Hwy 285
Xcel Energy	3/13/2026	107.68	157 6th
Xcel Energy	3/13/2026	13.22	156 5th
Xcel Energy	3/13/2026	34.67	Sign
Xcel Energy	3/13/2026	139.44	CHLORINATOR
Xcel Energy	3/13/2026	1,105.09	501 Main
Xcel Energy	3/13/2026	13.22	Beach
Xcel Energy	3/13/2026	4,785.27	Plant
Xcel Energy	3/13/2026	18.38	Park
Xcel Energy	3/13/2026	13.22	117 Silverheels
Xcel Energy	3/13/2026	921.28	Water Plant
Xcel Energy	3/13/2026	1,217.99	Town Hall
Xcel Energy	3/13/2026	22.76	Fair Building
Xcel Energy	3/13/2026	143.91	Maintenance Building
Xcel Energy	3/13/2026	108.20	200 2nd
Xcel Energy	3/13/2026	13.22	419 Front
CIRSA	3/13/2026	172.80	2026 OAD&D
ShredAmerica Colorado LLC	3/23/2026	29.37	Monthly Shredding Console Service
PINNACOL ASSURANCE	3/23/2026	242.48	Transit WC Premium
PINNACOL ASSURANCE	3/23/2026	934.66	Utilities WC Premium
PINNACOL ASSURANCE	3/23/2026	727.44	PW WC Premium
PINNACOL ASSURANCE	3/23/2026	4,122.12	PD WC Premium
PINNACOL ASSURANCE	3/23/2026	121.24	Court WC Premium
PINNACOL ASSURANCE	3/23/2026	280.06	Admin WC Premium
Ken Hardesty	3/24/2026	500.00	On-Call Engineering Services - Multiple W/WW Projects
Ken Hardesty	3/24/2026	435.00	On-Call Engineering Services - Multiple W/WW Projects
Family Support Registry	3/24/2026	254.30	03/06/2026 Pay Withholding Account 15890460
Hinkle & Company PC	3/24/2026	1,750.00	2025 Interim Audit Services
Hinkle & Company PC	3/24/2026	1,750.00	2025 Interim Audit Services

Schmueser Gordon Meye Inc	3/24/2026	56.25	GIS On-Call Fees - Zoning Map.
Schmueser Gordon Meye Inc	3/24/2026	1,125.00	Gemenskap Sanitary Sewer Site Visit/Memo
England Fence Co LLC	3/24/2026	44.92	Hinges for Water Plant gate
BOYS GIRLS CLUB OF THE HIGH ROCKIES	3/24/2026	4,000.00	Chili Cook Off Sponsorship
Mountain Mutual Reservoir Company	3/24/2026	330.00	
Mountain Mutual Reservoir Company	3/24/2026	816.50	
Galls LLC	3/26/2026	96.98	SME Grip Light
WEX Bank	3/26/2026	578.54	PD Fuel Feb 2026
CÄ°NTAS	3/26/2026	30.98	PW/UTILITIES UNIFORMS
CÄ°NTAS	3/26/2026	30.97	PW/UTILITIES UNIFORMS
ORourke Media Group	3/26/2026	57.79	Election Notice Expense
CivicPlus LLC	3/31/2026	13,350.16	Annual Website Hosting/Security/ADA Compliance/Support Fees
Hunn Planning & Policy LLC	3/31/2026	2,520.00	General Planning Services and Office Hours
HD Supply Inc	3/31/2026	691.24	parts for equipment repair
Iron Mountain	3/31/2026	189.00	Vital Records Storage Fees
Frank Just	4/1/2026	4,401.02	Reimbursement for Mardi Gras Food
The Publishing House	4/1/2026	700.00	Thirst Magazine Ad Spring 2026
P&M Holding GroupLLP	4/1/2026	11,172.15	Services 2/20-3/9/2026
P&M Holding GroupLLP	4/1/2026	11,172.16	Services 2/20-3/9/2026
BDS Valli Info System	4/1/2026	349.09	February utility billing expense
Colorado Information Sharing Consortium	4/1/2026	225.00	Membership
Murray Dahl Beery Renaud LLP	4/1/2026	10,965.55	Legal Counsel Fees 3/4/2026
Murray Dahl Beery Renaud LLP	4/1/2026	(136.60)	Remove Exp for Lochbuie BOT Mtg 2/2
Mountain Mutual Reservoir Company	4/1/2026	994.00	Pass Thru Legal Fees - Water Stock Certificate Acquisition (2025)
CÄ°NTAS	4/1/2026	61.95	PW UNIFORMS
Unifirst First Aid Corp	4/1/2026	99.64	AIR QUALITY TESTER CALIBRATION
Caselle LLC	4/1/2026	1,664.00	Programs Monthly Maintenance & Support Fees
Caselle LLC	4/1/2026	1,664.00	Programs Monthly Maintenance & Support Fees
Phoenix Technology Group	4/1/2026	774.35	April '26 Monthly Managed ISP Fees
Phoenix Technology Group	4/1/2026	1,503.15	April '26 Monthly Managed ISP Fees
Phoenix Technology Group	4/1/2026	1,503.15	April '26 Monthly Managed ISP Fees
Phoenix Technology Group	4/1/2026	774.35	April '26 Monthly Managed ISP Fees
Stonefly Angler LLC	4/1/2026	118.75	Paid 2025 5%Fees Twice
Family Support Registry	4/2/2026	254.30	04/3/2026 Pay Withholding Account 15890460
Colorado Analytical Laboratory	4/2/2026	624.00	drinking water testing
AT&T	4/2/2026	77.58	
AT&T	4/2/2026	77.58	AT&T Office at Hand Fees Jan 2026
AT&T	4/2/2026	77.58	
AT&T	4/2/2026	77.57	
		$ 198,397.93	

Mark Edwards Memorial Golf Tournament

The American Legion Post 172
601 Clark St. Fairplay, CO 80440
719-836-2720

We would like to submit a request for the funding to the Town of Fairplay. The event is the Mark Edward's Golf tournament which is in its third year. We are trying to build the event to a higher level to support the local community scholarship fund. Mark Edward was extremely dedicated for 24 years with getting donations and raffle prizes for the South Park Open. We would like his legacy to continue through this event. Though last year $3500 was earned, we feel that the help of the community to fund this event would greatly open doors for our youth. We have started the process to exceed the past few years of donations. This event will be held in August of 2026. We ask the Town of Fairplay to consider our request to aid in our goal. We would like you to consider matching last year's earning. On behalf of the Mark Edward Golf Scholarship
tournament, we thank you.

Racheal Edwards
PO Box 81
Fairplay, CO 80440
719-839-1699

8th Annual Golf Outing

For the Nate Carrigan Scholarship Fund

Presented by Park County Law Enforcement Gives Back

Thursday • June 25th

Raccoon Creek • Littleton, CO 80123

$175/Golfer • $700/Team(4)

For more information e-mail:
PCLEGivesBack@Gmail.com
or find us on Facebook!

Team Cash Prizes Available!

1st | 2nd | 3rd

Scramble Format

Breakfast & Luncheon

Donation Prize Drawings

Pre-Pay for Early Registration!

CONTEST HOLES & PRIZES

TBA

Mulligans & Strings Available for purchase!

Raccoon Creek Golf Club

SEEKING DONATIONS:

AUCTIONS / PRIZES / GIVEAWAYS / SWAG

Cpl. Carrigan lost his life in the line of duty on February 24, 2016.

This fund was established in his honor by his family and the Park County Sheriff's Office.

We have awarded over $65,000 in scholarships to graduates of Park County High Schools because of our supporters!

Town of Fairplay

901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
Fairplay Colorado Website

Staff Memorandum

To: Board of Trustees

From: Janell Sciacca, Town Administrator

RE: **TO BE CONTINUED TO APRIL 20, 2026** - Shall the Board of Trustees of the Town of Fairplay, sitting at the Town of Fairplay Liquor Licensing Authority, grant a new Hotel and Restaurant Liquor License for the Outpost Cafe located in the Hand Hotel at 531 Front Street, Fairplay, CO 80440.

Date: 4/6/2026

Background/Analysis:

Staff is requesting continuance of the Public Hearing for this new license due to insufficient public notice. Staff unfortunately missed a deadline in posting the actual premises and apologizes to the applicant for the unnecessary delay.

Recommendation:

Staff recommends continuance of the Public Hearing for a new Hotel and Restaurant Liquor License for the Outpost Cafe located in the Hand Hotel at 531 Front Street to Monday, April 20, 2026 at 6PM by motion, second and roll call vote.

Attachments:

None

Town of Fairplay

901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
Fairplay Colorado Website

Staff Memorandum

To: Board of Trustees

From: Scot Hunn, Town Planner

RE: **APPEAL HEARING** – EP 2025-003: Should the Board of Trustees for the Town of Fairplay, approve an application from Pat Stoinski appealing the Town Administrator's denial of a Lot Line Adjustment Plat on the property commonly known at 1150 Castello Avenue, Fairplay, CO?

Date: 4/6/2026

Background/Analysis:

On or about April 8, 2025, the Town received an application from Pat Stoinski (the "Stoinski Application") for an exemption plat to adjust or move the common property line between "New Lot 11" and "Lot 14," Block 7, Johnson Addition and to create a new lot line between "New Lot 11A" and "New Lot 14."

Following two rounds of review of the plat by staff between April and June, 2025 a- staff notified the Applicant and Tom Burnett, the Applicant's surveyor on June 26, 2025 that the proposed lot line and existing conditions (a shed structure) would create a nonconformity with regard to required setbacks.

At that time (see email from Scot Hunn to Pat Stoinski and Tom Burnett dated June 25, 2025) staff advised the Applicant that the UDC requires a minimum of ten (10) feet of setback separation between lot lines and structures. In that communication, staff also advised the applicant that the review of the Stoinski Application could continue but that the proposed property line would need to be moved a minimum distance of ten (10) feet away from the existing stairs and that the non-permanent shed structure would also be moved further to the north to also provide a minimum of ten (10) feet between the new property line and the shed.

No further communication was received from the applicant in response to Scot Hunn's email communication on June 26th.

Following several weeks of inaction by the applicant, Scot Hunn provided a letter to Janell Sciacca, Town Administrator, on August 7, 2025, recommending that the Town Administrator deny the application. This recommendation served two purposes: 1) established denial of a non-compliant application given inaction to correct the application; and 2) allowed the Applicant to file an appeal, thus providing and protecting the Applicant's due process rights under the Town Code.

November 3, 2025 - Appeal Hearing
Following staff's decision to deny the Stoinski Application due to inaction and non-compliance with the Town Code, the Applicant filed an appeal of that decision. A hearing was scheduled and held on November 3, 2025.

At the hearing on November 3rd, 2025, the Applicant was represented by an Attorney who asked the Board to "stay" or halt any decision on the appeal to allow Ms. Stoinski time to file a variance application instead.

Based on the testimony and representations made at the Appeal Hearing by the Applicant and her representative, Mr. Ben Monarch, JVAM Law, the Town Board (the "Board") stayed the appeal hearing to allow Ms. Stoinski sufficient time to submit a formal application to the Town for a variance pursuant to the Town Code.

March 2, 2026 – Variance Hearing
A variance application was filed in December 2025 by Pat Stoinski for relief from the Town of Fairplay setback requirements related to the exemption plat.

A variance hearing was held on March 2, 2026. At that hearing, the Applicant presented her case and the Board voted unanimously to deny the variance request.

April 6, 2026 - Continued Appeal Hearing
Because the variance application was denied by the Board; and because the appeal application was never completed, the hearing on April 6, 2026, is being held to 1) continue the open application for appeal; 2) allow the Board to consider the appeal; and 3) provide the Appellant (Stoinski) the opportunity to present her case before the Board.

Recommendation:
Because the variance application was denied by the Board; and because the appeal application was never completed, the hearing on April 6, 2026, is being held to
1) continue the open application for appeal;
2) allow the Board to consider the appeal; and
3) provide the Appellant (Stoinski) the opportunity to present her case before the Board.

Staff's recommendation is for denial and upholding the Town Administrator's administrative denial.

Attachments:
1. Stoinski Appeal

August 18, 2025

Town of Fairplay

Janell Sciaca

RECEIVED
AUG 19 2025
Hand Delivered

I am requesting appeal to the decision from your letter dated August 11, 2025.

I did request a meeting 2 times with Frank Just. The 1st time he said the town was having a meeting and they would be discussing this situation. I did not hear back from him and I called him again and he said he would talk to the engineer and whoever to set up a meeting so I could understand better what the situation is.

This is overwhelming and not in my wheelhouse. I feel I have been treated unfairly and would like to discuss. I was hoping our town was the kind of place that would want to help the people in the town. Maybe suggest a variance and how to do that. Or some other suggestions, not just denial.

It's very sad that this is the way the town wants to treat folks. We are hard working people. I hope that we can find solutions.

Pat Stoinski

1150 Castello Ave

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

August 11, 2025

Pat Stoinski
Al Stoinski
PO Box 1909
Fairplay, CO 80440

RE: Stoinski April 8, 2025 Application for Lot Line Adjustment
Case EP 2025-003

Pursuant to Fairplay Municipal Code section 16-20-50, I've reviewed the Town Planner, Scot Hunn's, recommendation regarding your application for a Lot Line Adjustment ("Town Planner's Recommendation"). The attached letter dated August 7, 2025 is the Town Planner's Recommendation.

Pursuant to Fairplay Municipal Code section 16-20-50, I adopt and affirm the reasoning and conclusions set forth in the Town Planner's Recommendation and, consequently, deny your application for a Lot Line Adjustment. Fairplay Municipal Code section 16-20-50 sets forth your rights to appeal this decision.

Regards,

Janell Sciacca, Town Administrator

cc: File

CERTIFICATE OF EMAILING/MAILING

I, Janell Sciacca, do hereby certify that this denial letter, with a copy of associated denial recommendation from Town Planner Scot Hunn, was emailed to freelancefound@live.com and also mailed by USPS to applicant at above address this 11th day of August, 2025

Signature:

Title: TOWN ADMINISTRATOR

Date: AUGUST 11, 2025

"Where History Meets the High Country"

August 7, 2025

Town of Fairplay
Attn: Janell Sciacca, Town Administrator
901 Main Street
Fairplay, CO. 80440

Re: Stoinski Lot Line Adjustment Application – Recommendation for Denial

Janell,

Pursuant to the Town of Fairplay Subdivision Regulations, specifically the provisions of Article 20 – *Exemption Plat*, of the Town of Fairplay Unified Development Code (UDC), I am herewith presenting a formal recommendation for denial of the Stoinski Exemption (Lot Line Adjustment) plat filed by Pat Stoinski (the "Applicant") on or about April 8, 2025 (the "Stoinski Application") to adjust or move the common property line between "New Lot 11A" and "New Lot 14," Block 7, Johnson Addition.

As you are aware, the Town staff and consultant team completed an initial review of the Stoinski Application during the months of April and May 2025.

Following reviews by Hunn Planning & Policy, LLC., and SGM, Inc., the Applicant was provided with written comments – generally within 2-3 weeks of initial application date - pursuant to the Town of Fairplay Unified Development Code (UDC) standards and submittal requirements, as well as comments from a professional land surveyor related to professional survey standards and Colorado State Statutes requirements for land survey plats.

The Applicant subsequently re-submitted an updated exemption plat on or about June 10, 2025. The Town staff and consultant team subsequently provided additional review comments generally within a 2-week period (16 calendar days), providing written comments on June 24th and 26th.

As you are further aware, as part of the Town staff's and consultant team's review, the Applicant was asked – per the UDC – to provide a survey of existing conditions to demonstrate that any new or adjusted property lines would be in compliance with the Town of Fairplay zoning and subdivision requirements such as setbacks. Of particular concern after receiving the existing conditions survey was the proximity of the proposed, adjusted property line between New Lot 11A and New Lot 14 relative to existing building improvements (on New Lot 11A) and a shed structure on New Lot 14.

On June 26, 2025, I sent a letter to the Applicant stating that, following the Town's review of the existing conditions survey and proposed Lot Line Adjustment Plat, staff and the consultant team had determined that the proposed property line between New Lot 11A and New Lot 14 would violate setbacks on both lots due to the proximity of the proposed lot line and existing improvements on both lots.

Specifically, the proposed exemption plat would create a new lot line between New Lot 11A and New Lot 14 that violates Chapter 16, Section 16-5-40 – *Table of dimensional limitations*, UDC, in the following ways:

- The properties are zoned Light Industrial (LI).
- The required side and rear yard setback(s) in the LI zone district are ten (10) feet.
- On proposed New Lot 11A, according to the draft plat and the existing conditions survey dated June 10, 2025, the proposed property line would be placed within approximately 1-2 feet of an existing staircase structure. This would violate the required 10-foot rear yard setback.
- On proposed New Lot 14, according to the draft plat and the existing conditions survey dated June 10, 2025, the proposed property line would be placed within approximately 1-2 feet of an existing shed structure. This would violate the required 10-foot side yard setback.

The Applicant was informed that, in its current configuration, the plat could not be approved and that doing so would create nonconformities on both new Lots (New Lot 11A and New Lot 14) in violation of the Town's subdivision regulations and, generally, state statutes. The Applicant was given alternatives to move the proposed property line further away (to the north) of an existing stairway located on New Lot 11A and to remove a shed on Lot 14 before the plat could be approved and/or recorded.

Since that time, and to my knowledge, the Town has received no further information or correspondence from the Applicant indicating that an updated plat – with revised property boundaries - will be provided for review by the Town; or that the Applicant will agree to removing the shed structure on proposed Lot 14 prior to approval of the plat.

In accordance with Chapter 16, Article 20 of the UDC, and in consideration of the lack of correspondence or good faith efforts on behalf of the Applicant to respond to or address Town review comments dated June 26, 2025, I am herein forwarding a recommendation for denial of the Stoinski Application.

The following citation from the UDC provides an overview of the process for review and approval of Exemption Plats (inclusive of Lot Line Adjustments) and specifically details that the Town Administrator is responsible for approval, approval with conditions, or denial of Exemption Plat applications. Additionally, the following citation outlines 1) the fact that all plats must conform to the requirements of the UDC, and 2) the process for the Applicant to appeal any decision by the Town Administrator:

Sec. 16-20-50. - Exemption procedures.

Land development activities eligible for exemption from normal subdivision standards and processes shall be subject to the following procedures:

(A) All applicants for a subdivision exemption shall meet with the Town Planner and/or Building Official to discuss exemption procedures prior to the submission of an application.

(B) All applicants shall submit a complete application, accompanied by any required fee, and a professionally prepared draft subdivision exemption plat substantially conforming in all respects to the applicable

requirements of Article XVI of this Chapter and illustrating all proposed adjusted lot lines and lots. The applicant shall provide no less than an original and two (2) copies of the proposed subdivision exemption plat unless otherwise specified by the Town Clerk.

(C) All applications for a subdivision exemption shall be initially reviewed by the Town Planner and Building Official who shall forward a recommendation to the Town Administrator. The Town Administrator shall approve or deny the application within thirty (30) days without need for notice or hearing. Appeals from a decision of the Town Administrator shall be to the Board of Trustees in accordance with the procedures set forth in Subsection (E) below.

(D) Upon approval of an application, the Town Administrator shall sign a reproducible Mylar original of the final subdivision exemption plat substantially conforming in all applicable respects to the requirements of Article XVI Subdivision Plat Details of this Chapter, and two (2) duplicate paper prints of the Mylar. One paper print shall be returned to the applicant. The Town Clerk shall file the approved plat with the County Clerk and Recorder as soon as reasonably possible, with the cost thereof to be borne by the applicant.

(E) An applicant may appeal a decision of the Town Administrator denying a subdivision exemption approval to the Board of Trustees by filing a written notice of appeal with the Town Clerk not more than ten (10) days from the date of the Town Administrator's written decision. Such written notice shall specify in plain language the grounds for the appeal and shall be accompanied by any required filing fee and a copy of the Town Administrator's decision being appealed. Upon receipt of a timely notice of appeal, the Town Clerk shall schedule the matter for a hearing before the Board of Trustees to be conducted not more than thirty (30) days from the date the notice of appeal was received. All appeals shall be heard by the Board of Trustees de novo and shall be conducted at a public meeting within thirty (30) days from the filing of the appeal, or as soon thereafter as can be accommodated. The Town Clerk shall both (1) notify the appellant by certified mail, return receipt requested, of the date the appeal shall be heard and (2) publish notice thereof. Notice of the public hearing shall conform to the requirements of Article IV of this Chapter. The decision of the Board of Trustees on appeal may be issued orally, but shall thereafter be reduced to writing within a reasonable period of time after the conclusion of the hearing and mailed to the appellant. Absent good and just cause, the failure of an appellant to attend the hearing on his or her appeal shall constitute an abandonment of the appeal and no further proceedings shall be had thereon.

(F) Aggregation and consolidation of lots for subdivision purposes. Any application seeking to simultaneously merge or aggregate two or more lots or parcels and then subdivide same for the purpose of creating two (2) or more new conforming lots shall be reviewed and approved under the procedures and standards utilized for establishing a minor or major subdivision, as the case may be, depending upon the total number of new lots sought to be created.

Please let me know if I can provide anything further in this matter.

Kind regards,

Cc: Joseph Rivera, Town Attorney

Scot Hunn, AICP/MPA

Gmail

Scot Hunn <scot@hunnplanning.com>

Stoinski Lot Line Elimination - Comments for June 10 2025 Re-Submittal

Scot Hunn [redacted] Thu, Jun 26, 2025 at 10:01 AM
To: [redacted]
Cc: Janell Sciacca <jsciacca@fairplayco.us>, [redacted]

Pat and Tom:

Thank you for your patience.

The Town of Fairplay staff and consultants have reviewed the latest versions of lot line elimination plat and existing conditions survey that were provided from the Applicant to the Town on or about June 10, 2025.

Attached are comments from Deron and Tim at SGM regarding some outstanding technical comments and recommendations they have. My comments are as follows:

- The updated plat addressed several of my previous comments. Thank you.
- Town Attorney, Joseph Rivera (copied on this email) and I conducted a site visit to the property recently to validate the existence and condition of the shed as well as the proposed property line in relation to the existing commercial building and the shed.
- As we interpret the existing conditions survey and the updated plat, it is clear that the **proposed** property line between "New Lot 11A" and "New Lot 14"will fall within 1-2 feet of both the existing stairs on the rear of the commercial building and also within 1-2 feet of the shed.
- The Town cannot approve a new lot line that is so close to those structures. To do so would to mean the Town is knowingly allowing for the creation of nonconformities on both lots (New Lot 11A and Lot 14) because the building on Lot 11 and its stairs would violate the rear setback requirements (10 foot minimum separation between the stairs and any new property lines) and, unless the shed is moved it, too, would be encroaching into the side yard setback on New Lot 14.
- The minimum setback distance for what will be the rear setback for New Lot 11A is 10 feet. So, the property line needs to be located a minimum of 10 feet away from the edge of the stairs at the back of the commercial building. That would place the new property line through the middle of the shed which cannot happen.
- One option that we have suggested previously is to remove the shed prior to the plat being recorded. I believe this is the most practical option available (getting agreement that the shed will be removed prior to recording) to move this plat forward toward approval.
- The common lot line between New Lot 11A and New Lot 14 should be moved to the north approximately 10 feet on the plat.

I anticipate that another meeting with Town staff and consultant team will be helpful to discuss and resolve these issues. I should have time this Friday afternoon after 3 pm. I will have some availability Monday, June 30th, but then taking time off the remainder of next week. I am not certain that Janell, Deron, or Tim are available Friday or Monday but I can reach out to them and see.

We look forward to working with you to resolve outstanding issues and to bring this review to a close.

Scot Hunn, AICP/MPA
Principal/Owner
Hunn Planning & Policy LLC.
scot@hunnplanning.com
(970) 343-2161

3 attachments

Letter - Stoinski Review Comments 250624.pdf
879K

fp-jn-b7-2 EXEMPT PLAT (3) dd notes 250617.pdf
645K

StoinskiSubdivisionPlat-SurveyorPlatReview-250617.pdf
116K

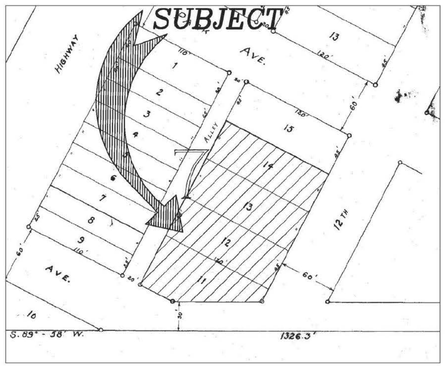
PROPOSED PLAT DATED JUNE 10, 2025

STOINSKI EXEMPTION PLAT

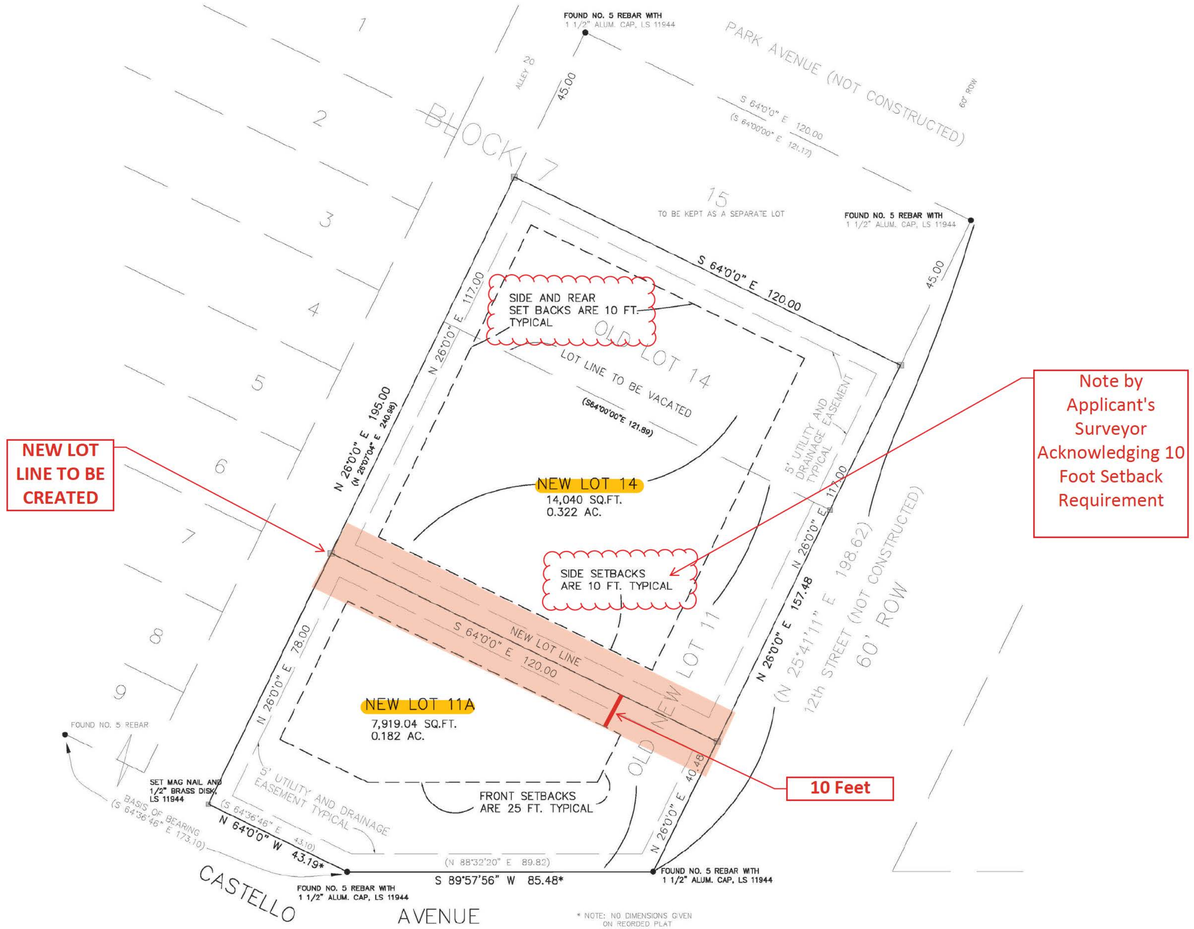
A RESUBDIVISION OF NEW LOT 11, AND LOT 14 BLOCK 7, JOHNSON ADDITION AS SIGNED NOVEMBER 18, 1939 AND RECORDED AT G-1 IN SW1/4 SEC. 34, T.9S., R.77 W. 6th P.M. TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO

LEGEND

- ● INDICATES FOUND NO. 5 REBAR AND 1 1/2" YELLOW PLASTIC CAP, OR 1 1/2" ALUMINUM CAP, LS 11944 OR AS NOTED
- ■ INDICATES SET NO. 5 X 18" REBAR WITH 1 1/2" YELLOW PLASTIC CAP, LS 11944 OR AS NOTED
- ( ) INDICATES FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.



VICINITY MAP



TITLE COMPANY CERTIFICATE:

_____ does hereby certify that we have examined the title to all lands shown hereon and all lands herein dedicated by virtue of the plat, and title to all such lands is in the above-named Owner(s) free and clear of all liens, taxes and encumbrances, except as follows:

Dated this _____day of _____, 20___.

_____
Agent/Officer

_____
Title:

Town Administrator Certificate

This plat is approved* this _____ day of _____, _____.

TOWN OF FAIRPLAY
TOWN ADMINISTRATOR

_____

NOTES:

1) THE BASIS OF BEARING IS AN ASSUMED BEARING OF A LINE BETWEEN THE SOUTH WEST CORNER OF LOT 9 TO THE SOUTHERLY CORNER OF LOT 11, BLOCK 7 AS BEING S64°36'46"E WITH BOTH CORNERS BEING FOUND MONUMENTS AS SHOWN.
2) MEASUREMENTS SHOWN IN PARENTHESIS ARE FIELD MEASUREMENTS, UNLESS OTHERWISE NOTED.
3) CERTIFICATION NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE, THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION, AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY.
4) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
5) LEGAL DESCRIPTIONS FROM SCHEDULE # 512573.
6) THE PURPOSE OF THIS EXEMPTION PLAT IS TO VACATE THE EXISTING LOT LINE BETWEEN NEW LOT 11 AND LOT 14 AND TO CREATE A NEW LOT LINE BETWEEN NEW LOT 11 AND LOT 14, AND TO CREATE ASSOCIATED UTILITY AND DRAINAGE EASEMENTS.
7) ALL DIMENSIONS SHOWN ARE IN U.S. SURVEY FEET.
8) LOTS 11 THROUGH LOT 15 BLOCK 7 ARE ZONED LIGHT INDUSTRIAL.
9) BUILDING SETBACKS: FRONT 25 FT., SIDE AND REAR ARE 10 FT. OR AS MAY BE AMENDED BY TOWN CODE.

N O T I C E : ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BE COMMENCED MORE THAT TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS

ALL ACTIONS AGAINST ANY LAND SURVEYOR BROUGHT TO RECOVER DAMAGES RESULTING FROM ANY ALLEGED NEGLIGENT OR DEFECTIVE LAND SURVEY SHALL BE BROUGHT WITHIN THREE YEARS AFTER THE PERSON BRINGING THE ACTION EITHER DISCOVERED, OR IN THE EXERCISE OF REASONABLE DILIGENCE AND CONCERN, SHOULD HAVE DISCOVERED THE NEGLIGENCE OR DEFECT WHICH GAVE RISE TO SUCH ACTION, AND NOT THEREAFTER, BUT IN NO CASE SHALL SUCH AN ACTION BE BROUGHT MORE THAT TEN YEARS AFTER THE COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.

This document is protected under the laws of the Federal Copyright Act. This drawing shall not be used by the client or any other party for ANY purpose other than that which the drawing was prepared. The absence of the RED stamped seal indicates an unauthorized reproduction, and no certification extends to the person holding such copy.

MORTGAGE'S CERTIFICATE

_____, as beneficiary of a deed of trust or identify other mortgage instrument or agreement security interest} which constitutes a lien upon the declarant's property, recorded at Reception No.____ and/or Book_____, Page_____, Park County Clerk and Recorder, hereby consents to the dedication of land to streets, alleys, roads and other public areas as designated on this plat, and hereby releases said lands from the lien created by said instrument.

_____
(print name of beneficiary)

_____
(signature)

_____
(signature)

Date: _____

_____
(print title)

Address: _____

TITLE COMMITMENT NOTES:

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT , THE RECORD INFORMATION, WHICH IS REFERENCED HEREON, IS THE RESULT OF RESEARCH PERFORMED BY BURNETT LAND SURVEYING, INC., AND IS NOT NECESSARILY COMPLETE OR CONCLUSIVE.

SCALE

20 0 10 20 40

SCALE: 1"= 20'

N E S W

Land Dedication and Owner's Certificate

KNOW ALL PERSONS BY THESE PRESENTS:

That PATRICIA J. STOINSKI AND ALFRED W. STOINSKI, being the owner or owners of the following described real property situate in the Town of Fairplay, County of Park and State of Colorado, to wit:

BLOCK 7. NEW LOT 11, AND LOT 14 JOHNSON ADDITION, TOWN OF FAIRPLAY

has laid out, subdivided and platted the same into lots, tracts, streets, and easements as shown herein under the name and style of STOINSKI EXEMPTION PLAT, A RESUBDIVISION OF LOTS 11 THROUGH 14, BLOCK 7, JOHNSON ADDITION TOWN OF FAIRPLAY, and by these presents does hereby set apart and dedicate to the Town of Fairplay for public use all of the streets, alleys and other public ways and places as shown hereon, and hereby dedicates those portions of land labeled as utility easements for the installation and maintenance of public utilities as shown hereon.
Executed the _____day of _____, 20___.

_____ _____
PATRICIA J. STOINSKI ALFRED W. STOINSKI

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledge before me this_____day of _____, 20___
by_____ [printed name(s) of owner(s)]. [If by natural persons, here insert name; if by persons acting in a representative official capacity, or as attorney-in-fact, then insert the name and said capacity of said person and reference document establishing such capacity; if by officer of a corporation, then insert the name of said officer as the president or vice president of such corporation, naming it; if by a general partner of a partnership, then insert the name of said person as a general partner].

Witness my hand and official seal.

(SEAL) _____
Notary Public

My commission expires_____

Fairplay Director of Public Works Certificate:

This plat is approved* this _____day of _____, 20___.
TOWN OF FAIRPLAY
DIRECTOR OF PUBLIC WORKS

_____

Town Clerk's Certificate:

STATE OF COLORADO)
)ss.
COUNTY OF PARK)

I hereby certify that this instrument was filed in my office at ____o'clock___M., _____, and is duly recorded.

_____
Town Clerk

Surveyor's Certificate

I, Thomas L. Burnett, being a registered land surveyor in the State of Colorado, do hereby certify that this plat of _____, was prepared by me and under my supervision, that both this plat and the survey are true and accurate to the best of my knowledge and belief, and that the monuments were placed pursuant to Sec. 38-51-105, C.R.S.

Dated this _____day of _____, 20___.

_____
Surveyor's name/Registration No.

PRELIMINARY

Park County Clerk and Recorder's Certificate:

STATE OF COLORADO)
)ss.
COUNTY OF PARK)

I hereby certify that this plat was accepted for filing and recorded in the office of the Park County Clerk and Recorder on the ____day of _____, 20___, under Reception No. _____, and/or Book_____Page_____, at _____o'clock _____ Park County clerk and Recorder

Fairplay Board of Trustees Certificate:

This plat is approved* this _____day of _____, 20___.
TOWN OF FAIRPLAY

_____
Mayor

ATTEST:

_____
Town Clerk

*This approval does not guarantee that the type of soil, geologic hazard, drainage or flooding conditions of any lot shown hereon are such that a building permit may be issued. This approval is also with the understanding that all expenses involving necessary improvements for all utility service paving, grading, landscaping, curbs, gutters, street lights, street signs, and sidewalks shall be financed by others and not the Town of Fairplay. Notice is further hereby given that acceptance of this platted subdivision by the Town of Fairplay does not automatically constitute an acceptance of the roads, rights-of-way and other public improvements shown hereon for maintenance by said Town. Until such roads and rights-of-way and improvements meet Town specifications and are specifically inspected and accepted by the Town, the maintenance, construction, and all other matters pertaining to or affecting said roads, rights-of-way and improvements are the sole responsibility of the subdivider and owners of the land embraced within this subdivision.

STOINSKI EXEMPTION PLAT	
BLOCK 7, NEW LOT 11 & LOT 14, JOHNSON ADDITION	
TOWN OF FAIRPLAY, PARK COUNTY, COLORADO	
BURNETT LAND SURVEYING, INC. P.O. BOX 1953, 351 HWY 285, STE 104 FAIRPLAY, COLORADO 80440 (719) 836-1425	ADDRESS: 1150 CASTELLO AVE. DATE: JUNE 10, 2025 SCALE: 1"= 20' DRAWN BY: TLB JOB NO. 2025-098 PREPARED FOR: STOINSKI

EXISTING CONDITIONS SURVEY DATED JUNE 10, 2025

LEGEND

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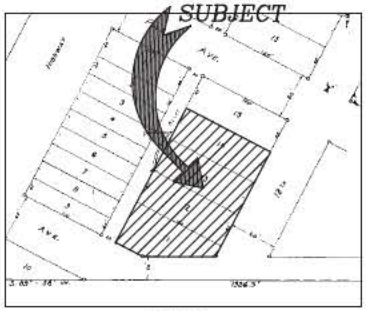
- ■ INDICATES SET NO. 5 X 18" REBAR WITH 1 1/2" YELLOW PLASTIC CAP, LS 11944
- ( ) INDICATES FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.

10' UE 10' WIDE UTILITY EASEMENT
5' UE 5' WIDE UTILITY EASEMENT

STOINSKI EXEMPTION PLAT

A RESUBDIVISION OF NEW LOT 11, AND LOT 14 BLOCK 7, JOHNSON ADDITION AS SIGNED NOVEMBER 18, 1939 AND RECORDED AT G-1 IN SW1/4 SEC. 34, T.9S., R.77 W. 6th P.M. TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO



VICINITY MAP

TITLE COMPANY CERTIFICATE:

_____ does hereby certify that we have examined the title to all lands shown hereon and all lands herein dedicated by virtue of the plat, and title to all such lands is in the above-named Owner(s) free and clear of all liens, taxes and encumbrances, except as follows:

Dated this _____day of _____, 20__

_____
Agent/Officer

Title:

Town Administrator Certificate

This plat is approved* this _____ day of _____, ____

TOWN OF FAIRPLAY
TOWN ADMINISTRATOR

_____

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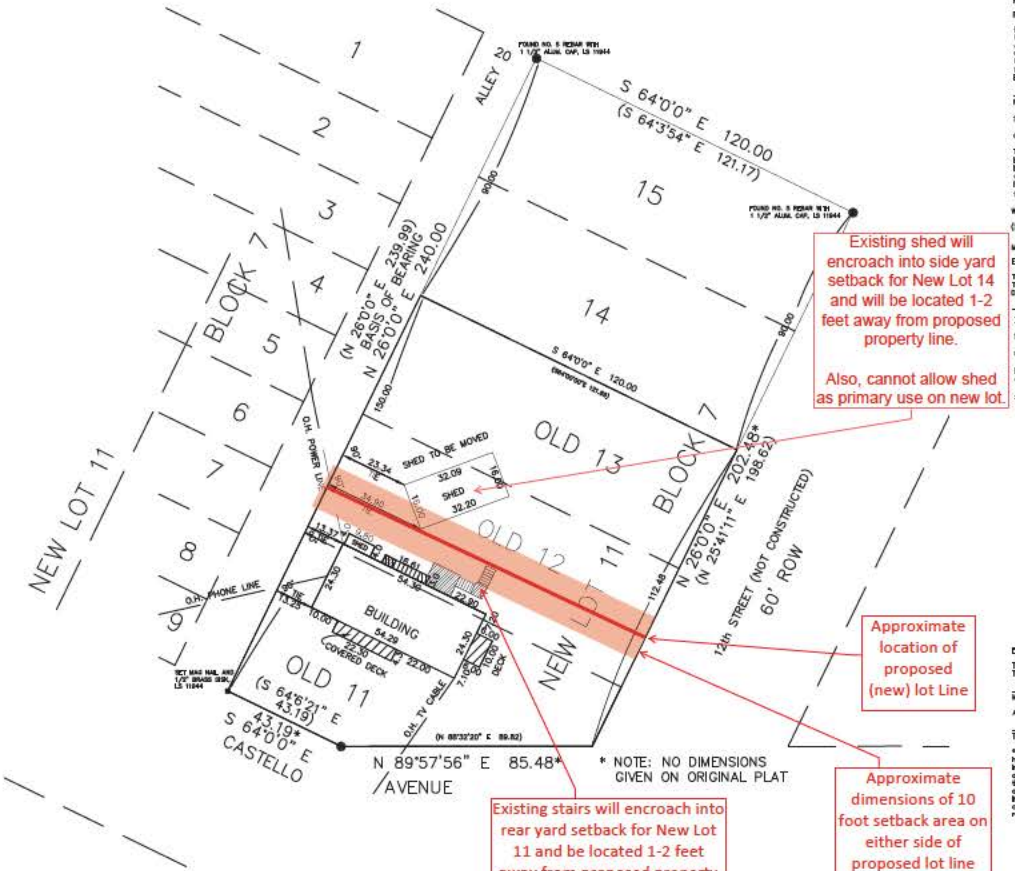
MORTGAGE'S CERTIFICATE

_____ as beneficiary of a deed of trust or identify other mortgage instrument or agreement security interest) which constitutes a lien upon the declarant's property, recorded at Reception No. _____ and/or Book_____ Page_____ Park County Clerk and Recorder, hereby consents to the dedication of land to streets, alleys, roads and other public areas as designated on this plat, and hereby releases said lands from the lien created by said instrument.

(print name of beneficiary) (signature) Date: _____

(signature) (print title) Address: _____



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THE RECORD INFORMATION, WHICH IS REFERENCED HEREON, IS THE RESULT OF RESEARCH PERFORMED BY BURNETT LAND SURVEYING, INC. AND IS NOT NECESSARILY COMPLETE OR CONCLUSIVE.

SCALE
20 0 10 20 40
SCALE: 1"= 20'

Land Dedication and Owner's Certificate

KNOW ALL PERSONS BY THESE PRESENTS:

That PATRICIA J. STOINSKI AND ALFRED W. STOINSKI, being the owner or owners of the following described real property situate in the Town of Fairplay, County of Park and State of Colorado, to wit:

BLOCK 7, NEW LOT 11, AND LOT 14 JOHNSON ADDITION, TOWN OF FAIRPLAY

has laid out, subdivided and platted the same into lots, tracts, streets, and easements as shown hereon under the name and style of STOINSKI EXEMPTION PLAT, A RESUBDIVISION OF LOTS 11 THROUGH 14, BLOCK 7, JOHNSON ADDITION TOWN OF FAIRPLAY, and by these presents does hereby set apart and dedicate to the Town of Fairplay for public use all of the streets, alleys and other public ways and places as shown hereon, and hereby dedicates those portions of land labeled as utility easements for the installation and maintenance of public utilities as shown hereon.
Executed this _____day of _____, 20__

_____ _____
PATRICIA J. STOINSKI ALFRED W. STOINSKI

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledge before me this_____day of _____, 20__,
by_____ [printed name(s) of owner(s)]. [If by natural persons, here insert name; if by persons acting in a representative official capacity, or as attorney-in-fact, then insert the name and said capacity of said person and reference document establishing such capacity; if by officer of a corporation, then insert the name of said officer as the president or vice president of such corporation, naming it; if by a general partner of a partnership, then insert the name of said person as a general partner].

Witness my hand and official seal.

(SEAL) _____
Notary Public

My commission expires_____

Fairplay Director of Public Works Certificate:

This plat is approved* this _____day of _____, 20__
TOWN OF FAIRPLAY
DIRECTOR OF PUBLIC WORKS

_____

Town Clerk's Certificate:

STATE OF COLORADO)
)ss.
COUNTY OF PARK)

I hereby certify that this instrument was filed in my office at ____o'clock____M. _____, and is duly recorded.

_____
Town Clerk

Surveyor's Certificate

I, Thomas L. Burnett, being a registered land surveyor in the State of Colorado, do hereby certify that this plat of _____ was prepared by me and under my supervision, that both this plat and the survey are true and accurate to the best of my knowledge and belief, and that the monuments were placed pursuant to Sec. 38-51-105, C.R.S.

Dated this _____day of _____, 20__

_____
Surveyor's name/Registration No.

Park County Clerk and Recorder's Certificate:

STATE OF COLORADO)
)ss.
COUNTY OF PARK)

I hereby certify that this plat was accepted for filing and recorded in the office of the Park County Clerk and Recorder on the _____day of _____, 20__, under Reception No. _____, and/or Book_____Page_____ at ____o'clock _____ Park County clerk and Recorder

Fairplay Board of Trustees Certificate:

This plat is approved* this _____day of _____, 20__
TOWN OF FAIRPLAY

_____
Mayor

ATTEST:

_____
Town Clerk

*This approval does not guarantee that the type of soil, geologic hazard, drainage or flooding conditions of any lot shown hereon are such that a building permit may be issued. This approval is also with the understanding that all expenses involving necessary improvements for all utility service poles, grading, landscaping, curbs, gutters, street lights, street signs, and sidewalks shall be financed by others and not the Town of Fairplay. Notice is further hereby given that acceptance of this platted sub-division by the Town of Fairplay does not automatically constitute an acceptance of the roads, rights-of-way and other public improvements shown hereon for maintenance by said Town. Until such roads and rights-of-way and improvements meet Town specifications and are specifically inspected and accepted by the Town, the maintenance, construction, and all other matters pertaining to or affecting said roads, rights-of-way and improvements are the sole responsibility of the subdivider and owners of the land embraced within this subdivision.

EXISTING CONDITIONS

STOINSKI EXEMPTION PLAT

BLOCK 7, NEW LOT 11 & LOT 14, JOHNSON ADDITION

TOWN OF FAIRPLAY, PARK COUNTY, COLORADO

BURNETT LAND SURVEYING, INC.
P.O. BOX 1893, 301 1ST ST. STE 104
FAIRPLAY, COLORADO 80440
(719) 836-1489

ADDRESS: 1100 CASTELLO AVE.
DATE: JUNE 10, 2025
SCALE: 1"= 20'
DRAWN BY: TLB
JOB NO. 2025-098

PREPARED FOR:
STOINSKI

Town of Fairplay

901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
Fairplay Colorado Website

Staff Memorandum

To: Board of Trustees

From: Joe Rivera, Town Attorney

RE: **CONTINUED FROM MARCH 16, 2026**: THIRD READING - Should the Board of Trustees of the Town of Fairplay approve "Resolution No. 5, Series of 2026, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND HELIOS CHARGING, INC.FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING UNITS IN THE ALLEY BEHIND 501 MAIN STREET**."?

Date: 4/6/2026

Background/Analysis:

At the Board's January 5, 2026 and March 16, 2026 Board meetings, the Board and Town staff and representatives of Helios discussed Helios' use of Town property to offer electric vehicle (EV) charging services. Specifically, the Town is contemplating leasing to Helios four (4) parking spaces at the Fairplay Visitor Center (501 Main Street) to charge electric vehicles for a profit.

At the March 16, 2025 Board meeting, the Board, Town staff and Helios' representatives discussed proposed rental amounts and the cost of site improvements.

Helios and the Town agree on the following points:

- In accordance with Helios' preference, the form of the agreement has changed from a license agreement to a lease agreement, with a proposed term of five years; The compensation that Helios will pay to the Town for the exclusive use of the Visitor Center parking spaces will be paid before the lease term begins and in the form of site improvements to the parking lot and adjacent streets and alleys (please see the attached diagram); and
- Town staff has continued negotiations with Park County management staff about acquiring the lots behind the Visitor Center for additional parking for the Visitor Center (the "County parking lot"); and
- Town staff has obtained additional cost estimates and is looking for the Board to provide guidance on the appropriate amount of contribution from Helios, and depending on the total costs of the desired improvements, Town staff recommends a "rental" rate of approximately $900 to $1200 a month (which is approximately $54,000 to $72,000 in improvement costs and monthly maintenance costs).

Site Acquisition and Preparation Costs:

- $2,056 1 bear-proof trash receptacle
- $33,062 remove asphalt and prepare site for new asphalt
    - $8,352 parking lot 501 Main
    - $11,376 alley
    - $7,824 County parking lot
    - $5,510 20% contingency

- $96,545 install aggregate base course and asphalt and drain pan
    - $19,583 parking lot 501 Main St.
    - $22,599 alley
    - $18,356 County parking lot
    - $20,000 install concrete drain pan throughout alley
    - $16,107 20% contingency

- $10,000 construction mobilization, traffic control, etc.
- $13,600 engineering costs
- $5,000 striping and signage - 501 Main Street and County parking lot
- $1,000 purchase of parking lot from County

= approximately $161,363

Recurring Costs:

- $250 per month Cleaning Visitor Center (present)
- $35.00 Monthly trash bill (present)
- $ **** Snow removal - 501 Main Street and County parking lot
- $ **** parking lot maintenance - 501 Main Street and County parking lot

Next Steps:

Scope: Does the Board want to continue forward with the plan to re-pave the Visitor Center Parking Lot, the alley, and the County's parking lot? Or would the Board like to look at reducing the scope of the project (and, therefore, the costs)?

Percentage of Site Acquisition and Preparation Costs Allocated to Helios: Town staff seek direction from the Board regarding what percentage of project costs should be allocated to Helios. Helios seeks to pay its rental rate in one lump sum by paying for some portion of the project construction costs (asphalt removal/re-paving). Depending on the total costs of the desired improvements, Town staff recommends a "rental" rate of approximately $850 to $1200 a month for a five-year term (which is approximately $51,000 ($850 x 60 months) to $72,000 ($1,200 x 60 months) in improvement costs).

Helios will remain responsible for all electrical improvements and electricity costs.

Depiction of Resurface Area

Recommendation:

I move to approve Resolution No. 5-2026, a RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A LEASE LICENSE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND HELIOS CHARGING, INC. FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING UNITS IN THE ALLEY BEHIND 501 MAIN STREET, for a term of five-years, with an initial payment of _____ as the lease rate, in a form approved by the Town Attorney, and the Town Administrator is authorized to execute same on behalf of the Town.

Attachments:

1. Res. 2026-5 HELIOS
2. 20260216_Proposed Helios Lease - EV Chargers_OTD

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 5

(Series of 2026)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND HELIOS CHARGING, INC. FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING UNITS IN THE ALLEY BEHIND 501 MAIN STREET.

WHEREAS, the Town Board of Trustees recognizes the importance of providing EV charging infrastructure in Fairplay; and

WHEREAS, the Town supported a grant application by Helios Charging, Inc. for new charging units in Fairplay; and

WHEREAS, Helios Charging, Inc. was awarded a State of Colorado Energy Office (CEO) Direct Current Fast-Charging (DCFC) Plazas grant to increase community access to high-speed electric vehicle charging; and

WHEREAS, the Town has identified parking stalls behind 501 Main Street, and in the downtown commercial district, as the best place for installation; and

WHEREAS, the Town desires to allow for the installation which will provide multiple benefits to residents, visitors, and businesses of Fairplay.

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

SECTION 1. The Agreement between the Town of Fairplay, Colorado, and the Helios Charging, Inc. attached hereto as Exhibit A, is hereby approved and the Town Administrator is authorized to execute the same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 6th day of April, 2026.

TOWN OF FAIRPLAY, COLORADO

_____

Frank Just, Mayor

ATTEST:

_____

Janell Sciacca, Town Clerk

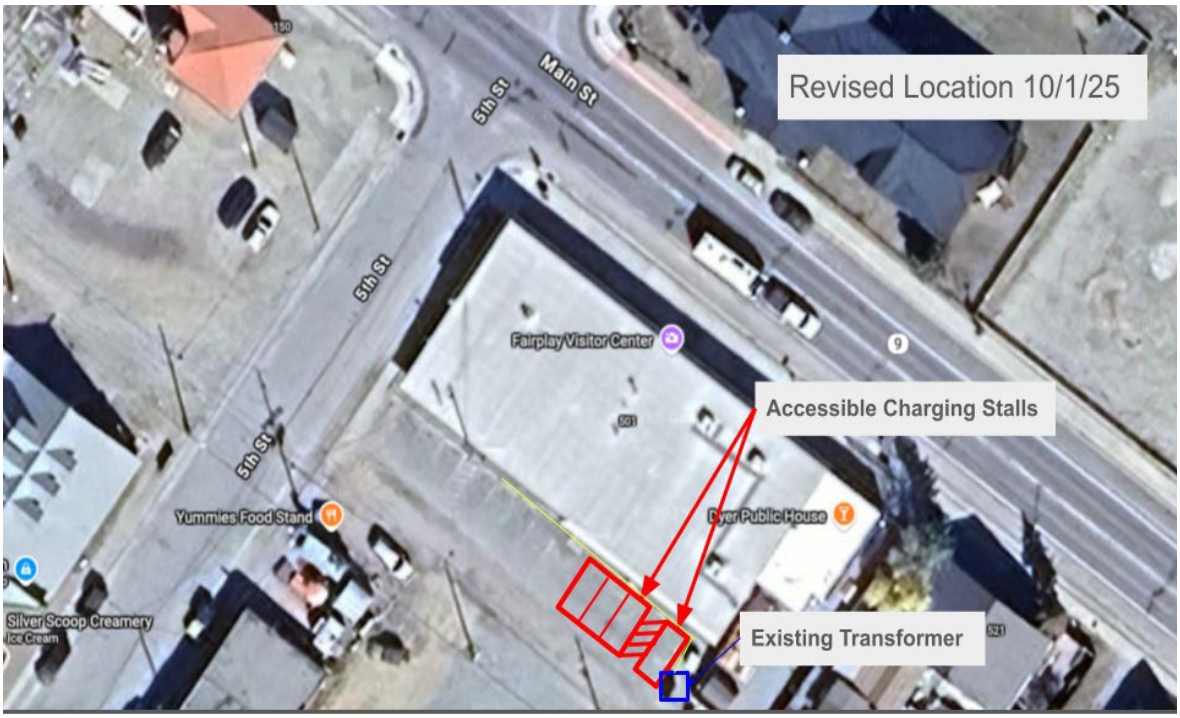
SITE LEASE AGREEMENT

This Site Lease Agreement (Agreement) between the Town of Fairplay, Colorado, a Colorado statutory town (Town), whose address is P.O. Box 267, Fairplay, Colorado 80440 and Helios Charging Inc. (Helios), an electric vehicle charging station operator, whose address is 1550 Larimer Street, Suite 861, Denver, CO 80202. The Town and Helios are each referred to separately as a "Party" and together as the "Parties"

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Town and Helios hereby agree as follows

1. **Premises**. The Premises is defined as follows:

THE SURFACE RIGHTS OF UP TO FOUR (4) PARKING STALLS BEHIND THE FAIRPLAY VISITOR CENTER AT 501 MAIN STREET, FAIRPLAY, CO 80440, AS DEPICTED BELOW:



Further, the Parties agree that the Premises and the adjacent public parking lot is Town-owned real property.

2. <u>Use of Premises.</u>

a. Scope. Under this Agreement, Helios may use the Premises for the purpose of operating, maintaining, repairing, and replacing electric vehicle charging stations and related improvements, which may include (i) up to BLANK (BLANK) electric vehicle charging stations (collectively, the "Charging Stations"), (ii) equipment associated with the Charging Stations, (iii) enclosure and/or façade for the location and housing of the Charging Stations, (iv) bollards to protect the Charging Stations from impact or other damage, and (v) signage designating the Charging Stations . Without the Town's prior written consent, Helios may not use the Premises for any other purpose. Helios shall obtain all required federal, state and local licensure necessary to operate the Charging Stations as a for profit endeavor.

b. Non-Interference. The use of the Premises by Helios shall not interfere with the other uses of the Premises, including public traffic (foot or vehicular) or other use of the Fairplay Visitor Center or violate any Town ordinance in effect during the Agreement period.

3. <u>Improvements</u>.

a. Any items placed, installed, attached or constructed on the Premises (hereinafter, collectively the "Improvements") are the sole responsibility of Helios. Helios agrees to install and maintain the Improvements at its sole cost and expense, in good and safe

condition, and to repair and replace the Improvements, as needed, throughout the term of this Agreement. With the exception of those responsibilities in identified in paragraph BLANK (Site Maintenance), the Parties agree that the Town shall not have any obligation whatsoever to preserve, maintain or attempt to maintain, repair or replace any Improvements. All Improvements shall be reasonably related to the Scope as set forth in paragraph 2 of this Agreement.

b. All Improvements shall be constructed in accordance with plans and specifications approved by Town, which consent shall not be unreasonably withheld. Helios shall be responsible for obtaining all necessary permits, licenses, and approvals from all applicable governmental authorities for the operation, maintenance, repair, and replacement of the Improvements for uses aligned with the Scope.

c. Helios shall be responsible for obtaining and paying for all utilities necessary for the operation of the Improvements.

d. Helios shall be responsible for the replacement of any improved surface that is removed or damaged as a result of the installation and/or maintenance of any Improvements on the Premises.

e. Helios shall maintain the Improvements in compliance with any and all applicable federal, state, and local laws and regulations.

4. **Term.** Helios shall have and hold the Premises for a term of BLANK (BLANK) years commencing on BLANK at 12:01 a.m. and expiring on BLANK at 11:59 p.m. (the "**Term**"), unless the Term is earlier terminated or extended as provided in this Agreement.

5. **Consideration.** Consideration and payment for use of the Premises by Helios shall be satisfied by Helios completing the following Site Improvements.
Sole cost
Accepted upon completion.
Site Improvement Deadline

6. **Site Maintenance**.

a. Helios shall maintain the Premises in a clean and orderly condition at all times. Helios shall keep the Premises free from refuse, scrap, debris, bulk materials, or waste or garbage.

b. Helios shall also be responsible for removing abandoned vehicles from the Premises. Helios shall have the right to tow vehicles from the Premises and place signage on the Premises appropriate to enforce the same.

c. Helios shall not make any alterations to the Premises without the Town' prior written consent, which consent shall not be unreasonably withheld. Helios covenants and agrees that (i) nothing shall be done or kept on the Premises which might impair or damage the

Premises, and (ii) no hazardous substances shall be maintained or deposited on the Premises.

d. Any signs must conform to Town's Municipal Code and all other applicable regulations.

e. Throughout the Term of this Agreement, the Town agrees to (i) maintain the surface of the parking lot during and (i) keep the Premises and adjacent Fairplay Visitor Center parking lot from snow.

7. <u>Insurance</u>.

a. Helios shall maintain, at its sole cost and expense, the following insurance coverage:

i. Commercial general liability insurance with limits of not less than $2,000,000 per occurrence and $2,000,000 in the aggregate. Such coverage shall include public liability, operations, property damage and personal injury.

ii. Property insurance covering the Improvements on the Premises and Helios' personal property on the Premises.

iii. Workers' compensation insurance as required by Colorado law. Any other insurance reasonably requested by the Town.

b. Helios shall cause the Town to be designated as an additional insured under its commercial general liability insurance policy required under this Agreement.

c. On the annual anniversary date of the execution of this Agreement or upon the Town's request. Helios shall provide the Town certificates of insurance and any other reasonable documentation establishing payment of the related insurance premiums and acquisition of the required insurance.

8. <u>Default; Breach; Remedies.</u> The occurrence of any one of the following events constitutes a material default of this Agreement by Helios:

a. The failure to make any of the required Site Improvements by the Site Improvement Deadline.

b. The failure to observe or perform any of the covenants, conditions, or provisions of this Agreement, where the failure continues for a period of fourteen (14) calendar days after notice from the Town to Helios.

c. In the event of default, in addition to the remedies that may be permitted or provided for under applicable law or in equity, the Town shall have the right to terminate this Agreement by giving Helios written notice of such termination. Upon a determination by the Town, in the Town's sole and absolute discretion, that (i) the Town requires use of the Premises for any public purpose or use or (ii) that the Improvements are not serving a

public good sufficient to justify its location on the Premises, the Town may terminate this Agreement upon 180 days' written notice to Helios.

9. <u>Surrender; Restoration.</u>

a. Upon expiration or termination of the Term, Helios shall surrender and restore the Premises to its original condition, reasonable wear and tear excepted.

b. Helios shall remove all Improvements from the Premises within sixty (60) days of the expiration or termination of the Term.

i. Helios shall bear all costs and liabilities of removal of all Improvements from the Premises and must take all reasonable action necessary to return the Premises to substantially the same original condition.

ii. Should Helios fail to remove all Improvements from the Premises, the Town may, but shall not be required to, remove and dispose of the Improvements without process of law or other demand. In the event that the Town removes and disposes of the Improvements from the Premises, Helios shall be liable to the Town for the cost of such removal or disposal of the Improvements and restoration of the Premises and shall pay such amount to the Town within sixty (60) days of receiving written demand of same. Helios further waives any claims of damages or costs or fees arising from Town's removal Improvements from the Premises.

iii. Should Helios fail to remove the Improvements from the Premises in accordance with this paragraph BLANK, the Town shall retain the right, but not the obligation, to keep the Improvements in place and the Town may elect to assume all Helios' ownership rights in the Improvements, at no cost to either Party.

c. The provisions of this paragraph shall survive the termination of this Agreement.

10. <u>Assignment</u>. Helios shall not alienate or assign all or any portion of this Agreement or any of the rights granted herein without the express written consent of Town, which consent may be granted or withheld in the Town's sole and absolute discretion. This Agreement shall not be assignable by Helios without the Town's prior written approval.

11. <u>No Third-Party Beneficiaries</u>. This Agreement shall not be construed to create any rights or benefits for any person who is not a party to this Agreement.

12. <u>Encumbrances Prohibited</u>. Helios shall not cause, or allow to be caused, any work or labor with regard to the Premises that may result in an encumbrance or lien related to the Premises.

13. <u>Indemnification.</u> Helios hereby agrees to indemnify, defend, and hold the Town and all of Town's officers, employees, agents and assigns harmless from any and all liability arising from injuries to persons or property resulting from Helios' use or occupation of the Premises or

erection or placement on the Premises of any Improvements. Nothing in this Agreement shall be deemed to waive or otherwise limit the defenses available to the Town under the Colorado Government Immunity Act.

14. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*.

15. **Notice.** Any notice or communication required hereunder between the Town and Helios must be in writing, and may be given either personally or by registered or certified mail, return receipt requested address provided below. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to Helios, to:
Daniel Benhammou, President
Helios Charging Inc.
1550 Larimer Street, Suite 861
Denver, CO 80202

Town of Fairplay
Attn: Town Administrator
Town Hall
P.O. Box 267
Fairplay, Colorado 80440

With a copy to the Town Attorney c/o of the Town Clerk:
Town of Fairplay
Town Attorney c/o Town Clerk
Town Hall
P.O. Box 267, Fairplay, Colorado 80440

On the annual anniversary date of the execution of this Agreement or upon the Town's request. Helios shall confirm the accuracy of the name and address of its notice recipient.

16. **Severability.** If any provision of this License is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this License shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this License; and the remaining provisions of this License shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this License. This License and all matters arising hereunder or in connection herewith shall be governed by and construed in accordance with the laws of the State of Colorado, without regard

17. **No Waiver.** The failure of either party to insist upon the strict performance of any provisions of this Agreement or to exercise any right or option available to it, or to serve any

notice or to institute any action, shall not be a waiver or a relinquishment for the future of any such provision.

18. **Entirety of Agreement**. The making, execution, and delivery of this Agreement by Helios has been induced by no representations, statements, warranties, or agreements other than those herein expressed. This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. This instrument may be amended or modified only by instrument of equal formality signed by the respective Parties hereto.

19. **Governing Law and Venue**. This Agreement shall be interpreted and enforced under the laws and judicial decisions of the State of Colorado. The Parties agree and stipulate that the District Court situated in Park County, Colorado, shall have exclusive jurisdiction over any and all disputes which may arise under this Agreement and the enforcement hereof and that venue in such court shall be proper.

20. **Authority to Execute**. The person signing for such Party holds the authority to bind the Party and the authority to execute the Agreement.

21. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[signatures immediately follow on next page]

IN WITNESS WHEREOF, the parties have hereunto fixed their respective signatures on the dates appearing opposite thereto.

HELIOS CHARGING INC.

By:_____ Date: _____
Daniel Benhammou Title: President

STATE OF COLORADO
ss
COUNTY OF PARK

The foregoing Agreement was subscribed to before me this _____ day of _____, 20__, by Daniel Benhammou as President of HELIOS CHARGING, INC.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

TOWN OF FAIRPLAY, COLORADO

By:_____ Date: _____
Janell Sciacca, Town Administrator

Attest

By:_____ Date: _____
Sarah Ernst, Deputy Town Clerk

Town of Fairplay

901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
Fairplay Colorado Website

Staff Memorandum

To: Board of Trustees

From: Janell Sciacca, Town Administrator

RE: **ARCHITECTURAL REVIEW HEARING CASE 2026-COA-002** - Should the Board of Trustees, sitting as the Architectural Review Committee, approve an application from Kevin & Teri Moore dba The Fairplay Depot for a Certificate of Appropriateness for the painting for property located at 601 Main Street in the Town Center Overlay Zone District.

Date: 4/6/2026

Background/Analysis:

I. Summary of Request:

The Applicants, Kevin & Teri Moore of The Fairplay Depot, are requesting review of a Certificate of Appropriateness (2026-COA-002) at 601 Main Street in the Town Center (TC) Overlay Zone District for the following:

1. Exterior repainting.

II. Summary of Applicable Standards:

Generally, the proposed improvements, as described and depicted in the application, are consistent with the Town Center Overlay Design Standards which are attached to this report for reference. Per the Design Standards, the following statements are relevant to the Town Board of Trustees' review:

> *The Fairplay Town Center Overlay District has been established to ensure that high standards of design are maintained to protect the aesthetic qualities of Fairplay's historic building stock.*

And,

> *The Design Standards serve as a tool for preserving the Town Center by informing property owners and builders about compatible and appropriate design for new construction within the District. The Standards also provide design expectation for additions and alterations made to the District's historic buildings and give property owners direction in preserving their historic commercial buildings and houses.*

Additionally, the following sections of the Standards apply to this review.

DECORATIVE ELEMENTS (Pg. 9)
Standards:

- *Preserve decorative elements.*
- *When original decorative elements are gone:*
- *If historic photographs are available of your building, reproduce these historic features.*
- *If no historic photographs are available, choose a simplified contemporary rendition of an ornamental feature.*
- *Refrain from adding elaborate decorative elements that were not originally an your historic commercial building.*
- *Repair and repaint decorative features. If deteriorated, replace with a substitute item of similar design and material.*

Staff Response:
The Applicant is proposing to repaint with similar or like Red, White and Blue colors that are currently on the existing structure pictured below:

Staff recommends that, based on the written description by the Applicants as well as photos, the proposal is appropriate. While the Town Center Overlay Design Standards do not specifically address colors, the proposed repainting of the entire building – and the choice of colors – is appropriate. The improvements will enhance the overall appearance and character of this area of the Town Center Overlay Zone District and help protect it from harsh environmental elements.

Staff are recommending approval of the Certificate of Appropriateness, with no conditions or suggested revisions.

III. Summary of UDC Requirements and Town Center Overlay Design Standards:

Certificate of Appropriateness Requirements and Standards
The following sections of Article VIII – Town Center Overlay District, Unified Development Code (UDC) are applicable to the request:

Findings:
Section(s) 16-8-10, Purpose, and 16-8-70, Findings, of the UDC below outline the intent of the

Design Guidelines and the findings necessary for the approval of a Certificate of Appropriateness:

Section 16-8-10 – Intent

The purpose of the Town Center Overlay District is to ensure that high standards of design are maintained for all residential, business and commercial buildings and uses in the Town Center Overlay District. The requirements applicable to properties located in the Town Center Overlay District are in addition to the requirements and limitations of the underlying zone district designation of the property. Anyone seeking to renovate the exterior of or add to an existing structure or building, or construct a new building in the Town Center Overlay District shall be subject to the Architectural Review Committee approval. In promoting the general purposes of this Chapter, the specific intent of this Article is to:

A. *Protect the historic and architectural qualities of the Town's historic building stock;*
B. *Promote development and building consistent with the policies of the comprehensive plan;*
C. *Promote a consistent standard in architectural design and the construction of aesthetically pleasing structures;*
D. *Improve the general quality of the historic environment and promote conservation of the historic resources of the Town;*
E. *Encourage land uses which are orderly, functionally efficient, healthful and convenient to the historic sections of the Town;*
F. *Encourage the development of structures that are compatible within the historic districts;*
G. *Promote neighborhood integrity by compatibility in architecture and cohesiveness in style within the historic districts;*
H. *Encourage the preservation of pre-1910 and Victorian styles of architecture; and*
I. *Promote visual relief throughout the historic districts by preservation of mountain vistas and open space.*

Section 16-8-70 – Findings

A. In reviewing all proposed plans, the Committee is required to consider the Town Center Overlay District Design Guidelines and shall be guided by the protection, safety and preservation, as nearly as is practicable, of the historic style, qualities and characteristics of the buildings, structures and architectural features associated with or surrounding the subject development and historic district.
B. In order to disapprove or deny a project, the Committee shall make findings relating to the project's inconsistency with one (1) or more of the Town Center Overlay District Design Guidelines or the goals and policies set forth for the district or as stated in this Article.

<u>Staff Response</u>:

The proposed exterior repainting conform to the purpose and intent of the Design Standards, specifically:

- *Improve the general quality of the historic environment and promote conservation of the historic resources of the Town; and*
- *Promote neighborhood integrity by compatibility in architecture and cohesiveness in style within the historic districts.*

IV. Staff Recommendation:

The application for the Certificate of Appropriateness for the Mountain Essentials building meets the Town's criteria and necessary findings.

Staff are recommending approval of the Certificate of Appropriateness, with no conditions or suggested revisions.

Recommendation:

In the event the Town Board votes to approve the Certificate of Appropriateness request, staff respectfully recommends the following motion:

"I move that the Fairplay Board of Trustees, sitting as the Architectural Review Committee, approve the application for a Certificate of Appropriateness filed by Kevin & Teri Moore for exterior improvement for the Fairplay Depot Building located at 601 Main Street within the Town Center Overlay Zone District, because the proposal meets the Town's criteria and standards for approval; and that the Board direct the Town Clerk to issue said Certificate of Appropriateness within seven (7) business days as per the plans submitted and approved (or approved with modifications) by the Committee."

Attachments:

1. Moore COA_0001
2. 601 Main Street PIIP Photos

TOWN OF FAIRPLAY

CERTIFICATE OF APPROPRIATENESS

Property Address/Location 601 Main Street	
Applicant Kevin Moore	**Property Owner of Record** *(if other than Applicant)*
Mailing Address P.O. Box 14 / City, State, Zip Alma, CO 80420	Mailing Address / City, State, Zip
Telephone 7208338586 / Email resonanceguitars@gmail.com	Telephone / Email
Property Zone District: town center	*(Attach additional owners information if necessary)*

Provide a brief description of proposed work:

Clean, repair, caulk & paint the exterior of the building in 3 colors similar to existing – radish/pink, medium blue & bright white

ADDITIONAL ITEMS REQUIRED

In addition to this application and fee, the following items must be submitted (*Town staff may require additional items, depending on the nature of the request*):

SITE PLAN

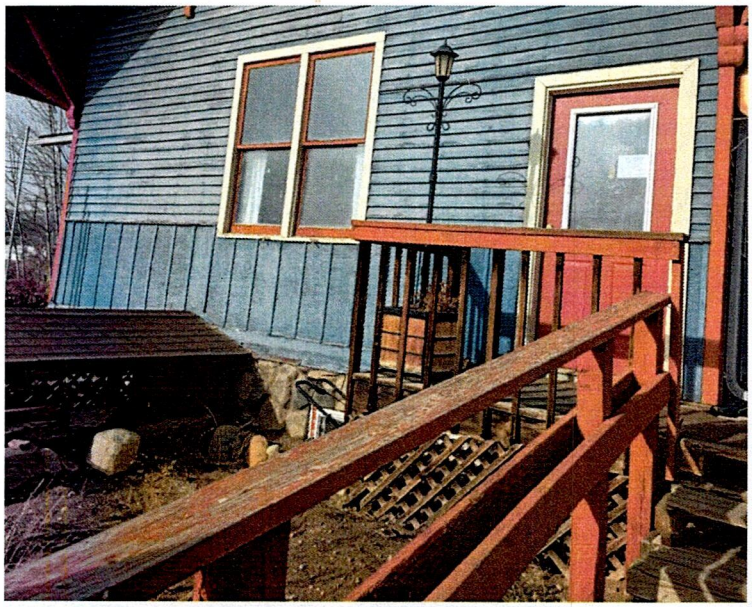
- ____ Elevation drawings, 3D depiction or similar plans sufficient to allow effective design review
- ____ Vicinity map
- ____ North arrow
- ____ Scale
- ____ Property line dimensions
- ____ Adjacent streets indicated
- ____ Building location: Existing, proposed and proposed removal
- ____ Footprints of structures on adjacent properties
- ____ Driveway width dimension, existing and proposed curb cuts and parking spaces
- ____ Existing, proposed removed or relocated landscaping

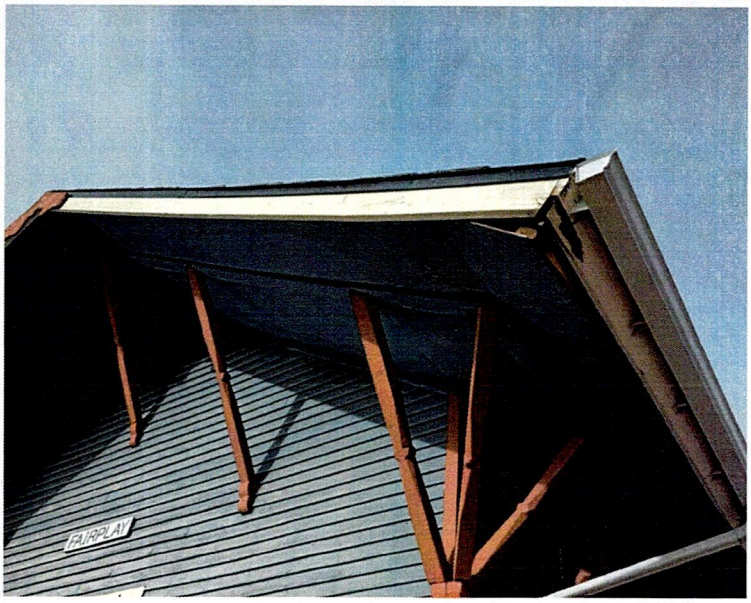
NONRESIDENTIAL

- ____ Total site area in square footage
- ____ Number of buildings on site and total
- ____ Square footage for each and percent covered
- ____ Number of stories of each building
- ____ Parking spaces: existing and proposed
- ____ Landscaping: total area in square footage and percent of total site

MULTIPLE-FAMILY RESIDENTIAL

- ____ Total site area in square footage
- ____ Number of buildings and units to be removed
- ____ Number of buildings and stories proposed on site
- ____ Square footage of each unit and number of bedrooms
- ____ Building, coverage in square footage and percent of total site
- ____ Parking spaces proposed
- ____ Landscaping: materials used and total area in square footage and percent of total site




FAIRPLAY

Town of Fairplay

901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
Fairplay Colorado Website

Staff Memorandum

To: Board of Trustees

From: Janell Sciacca, Town Administrator

RE: **FIRST READING** - Should the Board of Trustees of the Town of Fairplay approve Resolution No. 14, Series of 2026, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND KEVIN & TERI MOORE FOR THE 601 MAIN STREET PAINTING PROJECT.**"?

Date: 4/6/2026

Background/Analysis:

Teri and Kevin Moore, owners of the Fairplay Depot located at 601 Main Street, have submitted a Property Improvement Incentive Program (PIIP) application for funding to clean, prep, caulk and prime and paint the exterior of the building with Red, White and Blue colors that are similar to or the same as the current colors. The contractor is Mike Hamner of H&H Painting and the estimated cost of the project is $12,000.

Fairplay property taxes paid on the property over the last five years are $2988.05, and the applicant is eligible for the granting of a tax rebate in the amount of $2,988.05.

The application is in order and the project is in compliance with the rules and regulations set forth in Fairplay Municipal Code Article IX - Property Improvement Incentive Program and Staff is recommending approval. The Moore's will be in attendance to answer questions.

Recommendation:

Staff recommends the Board approve the PIIP application from Kevin & Teri Moore as submitted for a $2,988.05 tax rebate to help fund the 601 Main Street Painting Project by motion, second and roll call vote.

Attachments:

1. 601 Main Street PIIP Application
2. PIIP calculation sheet-2026
3. PIIP RESOLUTION Moore 2026
4. PIIP AGREEMENT Moore 2026

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

Application for Consideration

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

Applicant Must Be Property Owner

RECEIVED
JAN 09 2026

PROPERTY INFORMATION

Property Address: 601 Main Street, Fairplay, CO 80440

Residential ☐ Commercial ☒

OWNER INFORMATION

First Name: Kevin & Teri Last Name: Moore

Mailing Address: PO Box 14, Alma, CO 80420

Phone Number: 720-833-8506 Email Address: resonancegitars@gmail.com

CONTRACTOR INFORMATION

Name: H & H Painting / Mike Hamner Contractor Lic. # 491

Mailing Address: PO Box 63, Fairplay, CO 80440 License County Town of Fairplay

Phone Number: 719-293-5210 Email Address: hhpaintingsp@yahoo.com

PROJECT INFORMATION

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

Clean, prep, caulk and paint the exterior of the building. Two coats of high quality paint (with primer) will be used such as Sherwin Williams Super Paint. Expected to last about 7 years. Three colors - Blue, Red & White. $12k is Mike's quote and includes all work and materials.

Project Valuation ($): (Total Cost of Project) $12,000.00

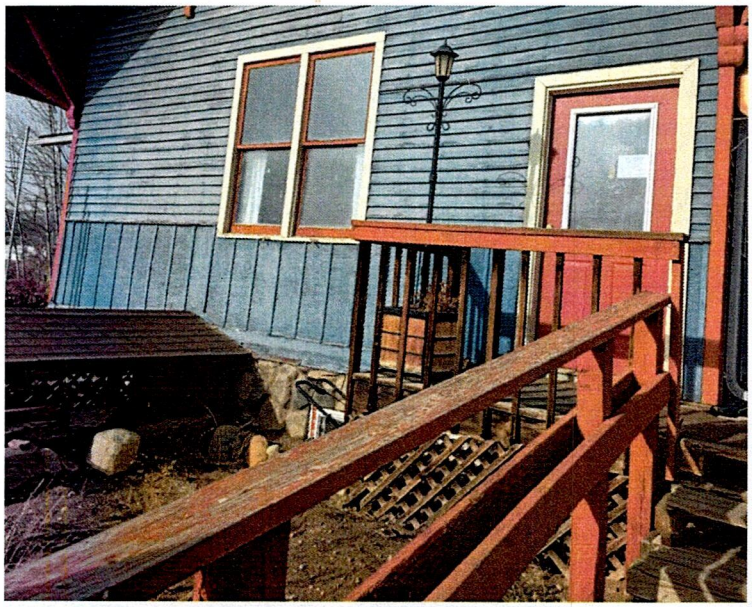
(OFFICE USE ONLY) Will this Project Require A Building permit? **YES** ☐ **NO** ☐

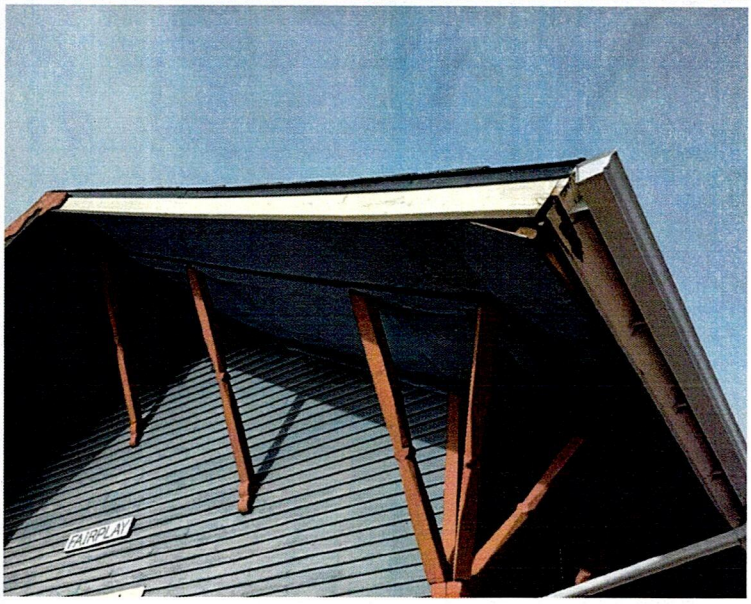
Amount of PIIP Funds from the Town:

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

Kevin E Moore 01/06/2026
Applicant Date

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




FAIRPLAY

From Mike Hamner • hhpaintingsp@yahoo.com

Reply-to Mike Hamner • hhpaintingsp@yahoo.com

To Kevin Moore • resonanceguitars@gmail.com

Date Oct 19, 2025, 10:40 AM

Standard encryption (TLS).

View security details

Kevin, the cost to paint the Depot in Town will be $12,000.00. This includes all labor, and materials. Let me know if you have any questions. Thanks, Mike.

Yahoo Mail: Search, Organize, Conquer

Kevin Moore 10/20/2025

Thanks Mike. Would you use the same product line or ?

M

Mike Hamner 10/20/2025

Probably use Sherwin Williams super paint

Property Address: **601 Main Street, Fairplay**

Tax Schedule #: **R0000451**

HOW MUCH PIIP MONEY CAN I APPLY FOR IN 2026?

A - Total Tax Paid	Tax Year	**B** - Total Mill Levy	**C** - Fairplay Mill Levy	A / B X C - Total Tax Paid to Fairplay
$ 6,001.98	2025	77.5950	11.799	$ 708.17
$ 4,588.08	2024	72.5847	11.799	$ 541.35
$ 4,420.22	2023	69.9290	11.799	$ 521.54
$ 5,346.48	2022	75.9982	11.799	$ 630.83
$ 4,967.82	2021	72.8218	11.799	$ 586.15
		5 Year Total of Taxes Paid to Fairplay		**$ 2,988.05**

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

Additional Notes:

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 14
(Series of 2026)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND KEVIN & TERI MOORE FOR THE 601 MAIN STREET PAINTING PROJECT.

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

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

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

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

RESOLVED, APPROVED, and **ADOPTED** this 6th day of April, 2026.

TOWN OF FAIRPLAY, COLORADO

_____
Frank Just, Mayor

ATTEST:

_____
Janell Sciacca, Town Clerk

PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT
601 MAIN STREET PAINTING PROJECT

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (601 Main Street Painting Project) (hereafter referred to as the "601 Main Street Painting Project PIIP Agreement") is made and executed this 6th day of April, 2026, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Kevin & Teri Moore (hereafter referred to as the "Owner").

W I T N E S S E T H

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 601 Main Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by Cleaning, Prepping, Caulking and Painting the Exterior of the Building**,** which said improvements will enhance the appearance of the Property and of the Town; and

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

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

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

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

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

2. **Scope of Work.** The parties hereby mutually agree that Owner shall construct, or cause to be constructed, the improvements to the Property set forth in **Exhibit A** hereto (the "Work" or the "Project"). Such work shall be completed to the reasonable satisfaction of the Town prior to any reimbursement pursuant to this PIIP Agreement. Any change in the Scope of Work shall require the prior written approval of the Town and may result in a decrease in the amount of the reimbursement should the Town reasonably determine that the change diminishes the cost or value of the improvements. The construction or installation of the improvements shall commence no later than December 1, 2026, and shall be completed no later than December 31, 2026. Should the work not commence or not be completed by the dates specified above, this PIIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

3. **Cost of Project.** The estimated cost of the Project is Twelve Thousand Dollars ($12,000.00).

4. **Contractor.** H&H Paint / Mike Hamner.

5. **Property tax rebate and matching funds.** The parties hereby mutually agree that the maximum amount of real property taxes to be rebated to Owner by the Town shall be **Two Thousand Nine Hundred and Eighty-Eight Dollars ($2,988.05)** and that such amount does not exceed the amount of real property taxes paid on the Property to the Town during the preceding five years. The owner shall pay not less than an amount equal to fifty percent (50%) of the total cost of the Project. Should the cost of the Project decrease during the work the property tax rebate provided by the Town shall be reduced to assure that the Owner contributes at least fifty percent (50%) of the total cost of the Project.

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

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

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

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

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

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

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

To the Town: Town Administrator
Town of Fairplay
PO Box 267
Fairplay, CO 80440

To the Owner: Kevin & Teri Moore
PO Box 14
Alma, CO 80420

EXECUTED the day and year first above written.

THE TOWN OF FAIRPLAY, COLORADO

_____
Frank Just, Mayor

_____
Janell Sciacca, Town Clerk

OWNER:

_____
Kevin Moore

_____
Teri Moore

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

Staff Memorandum

To: Board of Trustees

From: Scot Hunn, Town Planner

RE: **ARCHITECTURAL REVIEW HEARING CASE 2026-COA-001** - Should the Board of Trustees, sitting as the Architectural Review Committee, approve an application from Nicole McChesney dba Mountain Essentials for a Certificate of Appropriateness for replacement of the existing sidewalk/porch area, replacement of failing wood elements and exterior painting for property located at 549 Front Street in the Town Center Overlay Zone District.

Date: 4/6/2026

Background/Analysis:

I. Summary of Request:

The Applicant, Nicole McChesney of Mountain Essentials, requests review of a Certificate of Appropriateness (COA 2026-001) at 549 Front Street in the Town Center (TC) Overlay Zone District for the following:

1. Repair and replacement of an existing sidewalk/porch area located directly in front of the Mountain Essentials building.
2. Replacement of failing wood elements of an existing roof/awning that covers the sidewalk/porch area.
3. Exterior repainting.

II. Summary of Applicable Standards:

Generally, the proposed improvements, as described and depicted in the application, are consistent with the Town Center Overlay Design Standards which are attached to this report for reference. Per the Design Standards, the following statements are relevant to the Town Board of Trustees' review:

The Fairplay Town Center Overlay District has been established to ensure that high standards of design are maintained to protect the aesthetic qualities of Fairplay's historic building stock.

And,

The Design Standards serve as a tool for preserving the Town Center by informing property owners

and builders about compatible and appropriate design for new construction within the District. The Standards also provide design expectation for additions and alterations made to the District's historic buildings and give property owners direction in preserving their historic commercial buildings and houses.

Additionally, the following sections of the Standards apply to this review.

Sidewalks and Porches (p. 4)
Under "Sidewalks and Porches," the following standards apply to this proposal:

Sidewalks and boardwalks allowed people to walk along the street edge without becoming soiled by dust and mud. They are an integral part of the business district's historic character. Several wood frame buildings also had shed-roofed porches supported by posts that sheltered customers from inclement weather.

Standards:
• Wooden boardwalks are allowed but must meet the Town of Fairplay design standards and accessibility standards of the Americans with Disabilities Act (ADA).
• Consider using synthetic materials that simulate wood.
• Consider including a shed-roofed porch in your new building design, if appropriate to the architectural design of the building. A right-of-way permit may be required if the porch extends out over public property.
• Other appropriate sidewalk materials would be stone or brick.

Exterior Materials (p. 5)
Under "Exterior Materials," the following standards apply to this proposal:

Traditional exterior materials included log, milled wood, brick, and stone. New buildings must use materials that are compatible with the historic structures. Materials should consider those of buildings in the surrounding areas.

Standards:
• Use materials that appear similar in scale, texture, and finish to those used traditionally, such as brick, stone, molded metal, and wood.
• Preferred wood materials are horizontal wood siding and board and batten siding.
• Brick and stone are acceptable exterior materials.

Staff Response:
The Applicant is proposing to remove and replace the existing concrete sidewalk/porch in front of the Mountain Essentials building with stamped concrete to match other, similar stamped concrete sidewalks and patio areas along Front Street. A portion of this sidewalk/porch is located on the Applicant's property; the other portion is located within the Town of Fairplay's road Right-of-Way.

Staff recommends that, based on the written description by the Applicant as well as photos representing 1) the existing, failing conditions, and 2) the proposed texture (stamped to look like a boardwalk) and color of the new stamped concrete, the proposal is appropriate. The improvements will create a safer environment for the property owner as well as patrons to the store. It will enhance the overall appearance and character of this area of the Town Center Overlay

Zone District.

Additionally, the proposed repairs to an existing covered porch/roof element (replacing failing wood posts) will also address the existing conditions of the building, create a safer environment, and improve the overall character of the Town.

Last, while the Town Center Overlay Design Standards do not specifically address colors, the proposed repainting of the entire building – and the choice of colors – is appropriate/complimentary.

Staff are recommending approval of the Certificate of Appropriateness, with no conditions or suggested revisions.

III. Summary of UDC Requirements and Town Center Overlay Design Standards:

Certificate of Appropriateness Requirements and Standards
The following sections of Article VIII – *Town Center Overlay District*, Unified Development Code (UDC) are applicable to the request:

Findings:
Section(s) 16-8-10, *Purpose,* and 16-8-70, *Findings*, of the UDC below outline the intent of the Design Guidelines and the findings necessary for the approval of a Certificate of Appropriateness:

Section 16-8-10 – Intent
The purpose of the Town Center Overlay District is to ensure that high standards of design are maintained for all residential, business and commercial buildings and uses in the Town Center Overlay District. The requirements applicable to properties located in the Town Center Overlay District are in addition to the requirements and limitations of the underlying zone district designation of the property. Anyone seeking to renovate the exterior of or add to an existing structure or building, or construct a new building in the Town Center Overlay District shall be subject to the Architectural Review Committee approval. In promoting the general purposes of this Chapter, the specific intent of this Article is to:

1. *Protect the historic and architectural qualities of the Town's historic building stock;*
2. *Promote development and building consistent with the policies of the comprehensive plan;*
3. *Promote a consistent standard in architectural design and the construction of aesthetically pleasing structures;*
4. *Improve the general quality of the historic environment and promote conservation of the historic resources of the Town;*
5. *Encourage land uses which are orderly, functionally efficient, healthful and convenient to the historic sections of the Town;*
6. *Encourage the development of structures that are compatible within the historic districts;*
7. *Promote neighborhood integrity by compatibility in architecture and cohesiveness in style within the historic districts;*
8. *Encourage the preservation of pre-1910 and Victorian styles of architecture; and*

9. *Promote visual relief throughout the historic districts by preservation of mountain vistas and open space.*

Section 16-8-70 – Findings

1. *In reviewing all proposed plans, the Committee is required to consider the Town Center Overlay District Design Guidelines and shall be guided by the protection, safety and preservation, as nearly as is practicable, of the historic style, qualities and characteristics of the buildings, structures and architectural features associated with or surrounding the subject development and historic district.*
2. *In order to disapprove or deny a project, the Committee shall make findings relating to the project's inconsistency with one (1) or more of the Town Center Overlay District Design Guidelines or the goals and policies set forth for the district or as stated in this Article.*

Staff Response:
The proposed exterior sidewalk/porch removal and replacement as well as the proposed repair of roof elements and repainting of the exterior conform to the purpose and intent of the Design Standards, specifically:

- *Improve the general quality of the historic environment and promote conservation of the historic resources of the Town; and*
- *Promote neighborhood integrity by compatibility in architecture and cohesiveness in style within the historic districts.*

IV. Staff Recommendation:

The application for the Certificate of Appropriateness for the Mountain Essentials building meets the Town's criteria and necessary findings.

Staff are recommending approval of the Certificate of Appropriateness, with no conditions or suggested revisions.

Recommendation:
In the event the Town Board votes to approve the Certificate of Appropriateness request, staff respectfully recommends the following motion:

"I move that the Fairplay Board of Trustees, sitting as the Architectural Review Committee, approve the application for a Certificate of Appropriateness filed by Nicole McChesney for exterior modifications for the Mountain Essentials Building located at 549 Front Street within the Town Center Overlay Zone District, because the proposal meets the Town's criteria and standards for approval; and that the Board direct the Town Clerk to issue said Certificate of Appropriateness within seven (7) business days as per the plans submitted and approved (*or approved with*

modifications) by the Committee."

Attachments:

1. Mtn Essentials COA Application
2. Binder1

$10.00 PAID
CK# 1643

TOWN OF FAIRPLAY

CERTIFICATE OF APPROPRIATENESS

Property Address/Location 549 Front St Fairplay

Applicant		**Property Owner of Record** *(if other than Applicant)*	
Mountain Essentials		Nicole McChesney	
Mailing Address: PO Box 2212	City, State, Zip: Fairplay	Mailing Address: PO Box 2212	City, State, Zip: Fairplay
Telephone: 303 880 7258	Email: mountainessentialsllc@gmail.com	Telephone: Same	Email: Same
Property Zone District: Mix towncenter		*(Attach additional owners information if necessary)*	

Provide a brief description of proposed work:

Replace Concrete with new Stamped and Stained to look like an old board walk. This will address the crumbling current sidewalk and will make the front door ADA accessible while keeping the historic charm.
We will be Freshing up the paint. blue Trim & white

ADDITIONAL ITEMS REQUIRED

In addition to this application and fee, the following items must be submitted (*Town staff may require additional items, depending on the nature of the request*):

SITE PLAN

____ Elevation drawings, 3D depiction or similar plans sufficient to allow effective design review
____ Vicinity map
____ North arrow
____ Scale
____ Property line dimensions
____ Adjacent streets indicated
____ Building location: Existing, proposed and proposed removal
____ Footprints of structures on adjacent properties
____ Driveway width dimension, existing and proposed curb cuts and parking spaces
____ Existing, proposed removed or relocated landscaping

NONRESIDENTIAL

____ Total site area in square footage
____ Number of buildings on site and total
____ Square footage for each and percent covered
____ Number of stories of each building
____ Parking spaces: existing and proposed
____ Landscaping: total area in square footage and percent of total site

MULTIPLE-FAMILY RESIDENTIAL

____ Total site area in square footage 228
____ Number of buildings and units to be removed
____ Number of buildings and stories proposed on site
____ Square footage of each unit and number of bedrooms
____ Building, coverage in square footage and percent of total site
____ Parking spaces proposed
____ Landscaping: materials used and total area in square footage and percent of total site

ARCHITECTURAL PLANS

____ Scale: Drawn to a commonly accepted scale suitable to the size of project

____ Elevation drawings, 3D depiction or similar plans adequate to describe concept and allow effective design review

____ Major materials indicated

APPLICANT INFORMED TO BRING TO MEETING

____ Quality photos of site, surrounding areas, structures and streetscape of neighborhood, appropriately labeled

____ A total of three sets of plans are needed at the meeting (one in the file and the applicant brings two sets of plans to the meeting)

____ Asbestos Free statement and executed CDPHE application with proof of paid fees (if demolition is required)

DEMOLITION REQUESTS ONLY:

Please describe the reason for the demolition request and the proposed land use after demolition.

_____

_____

_____

_____

_____

CERTIFICATION

I certify that I am the Property Owner of Record or an Agent authorized by the Property Owner to file this application on their behalf. I understand and acknowledge that a Certificate of Appropriateness is not a permit to begin work. If a Certificate of Appropriateness is issued for my project, I will obtain all required licenses and permits prior to commencing work.

Applicant Signature _____ Date 3-21-26

OFFICE USE ONLY

Date Received 4/1/2026 By _____ File Number 2026-COA-001

Level of Review Architectural Review Committee
Town Staff ____

Action Approved as Submitted ____
Approved with Conditions
Denied ____

Date of Action _____

LEGEND

● INDICATES FOUND NO. 5 REBAR WITH 1 1/2" ALUMINUM LS 11944, OR AS SHOWN

( ) INDICATES FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.

■ INDICATES SET #5 REBAR 18" LONG 1 1/2", YELLOW PLASTIC CAP, LS 11944

—X—X— INDICATES FENCING

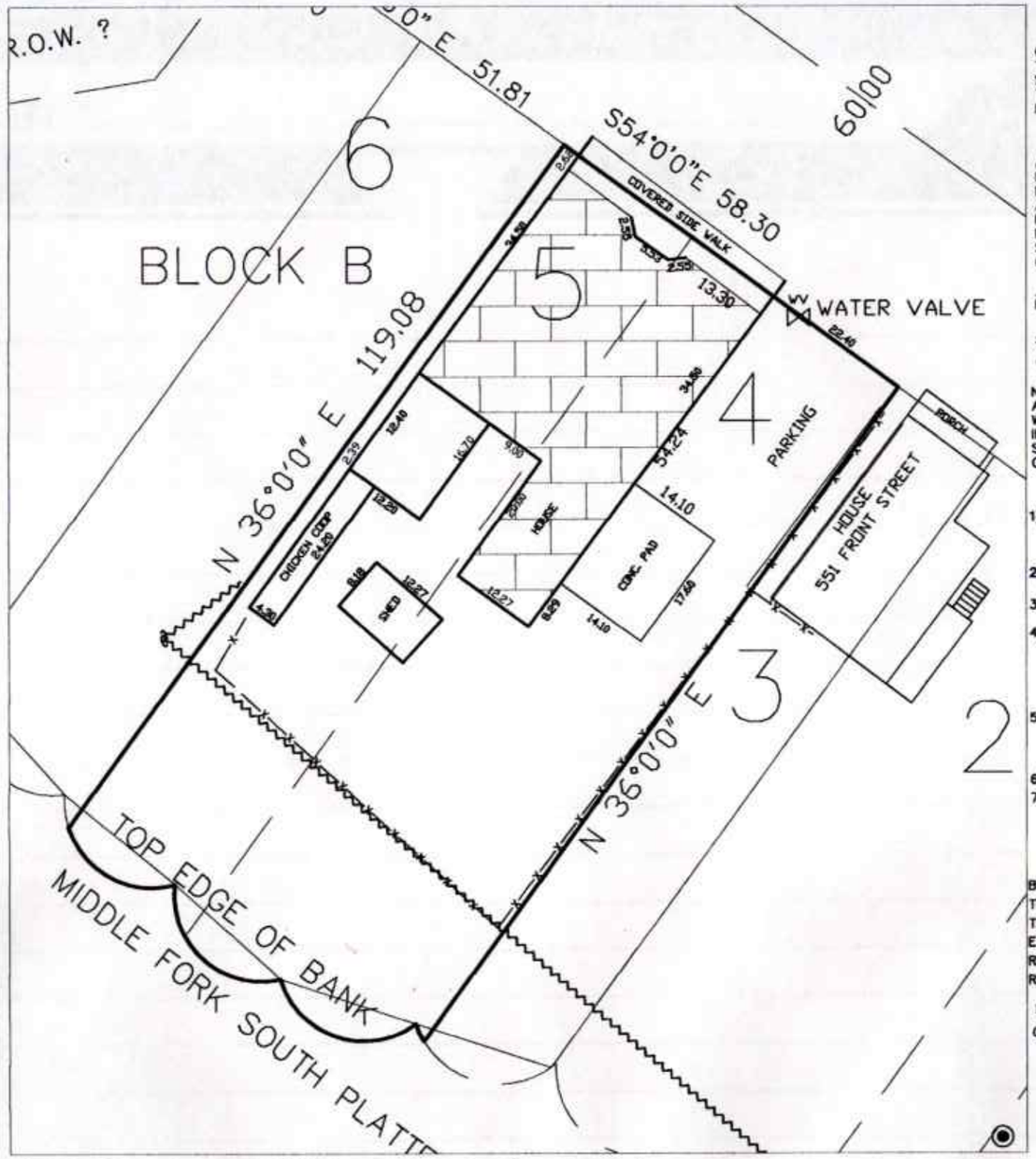
GUY WIRE

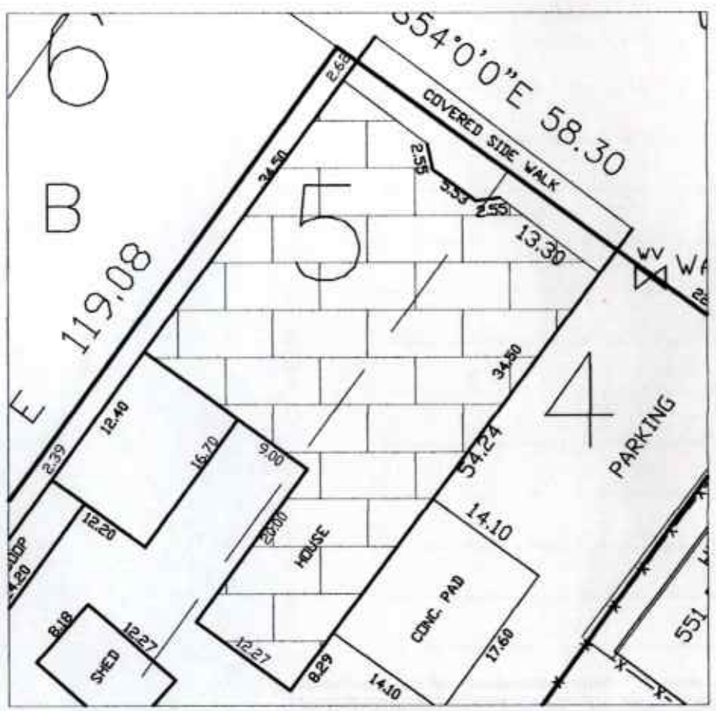
OVERHEAD POWER

UTILITY_ POLE

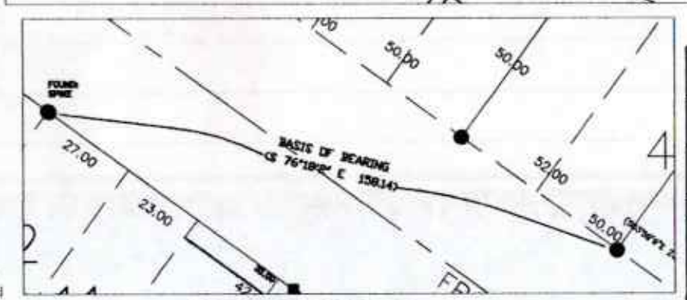
ALL TIES ARE PERPENDICULAR TO PROPERTY LINES

N





HOUSE DETAIL



BASIS OF BEARING

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED FOR MOUNTAIN ESSENTIALS LLC, THAT IT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING OR OTHER FUTURE IMPROVEMENT LINES.

I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, DECEMBER 30, 2025, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

DATE: Dec 5, 2026

THOMAS L. BURNETT PLS 19[illegible]

©2025 BURNETT LAND SURVEYING, INC.

N O T I C E: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

NOTES:

1) THE BASIS OF BEARING IS THE ASSUMED BEARING OF A LINE FROM THE MID POINT OF THE SOUTH LINE OF LOT 4 BLOCK 6 TO THE NORTH WEST CORNER OF LOT 13 AS BEING S54°11'30"E WITH BOTH CORNERS BEING FOUND MONUMENTS AS SHOWN.
2) **THE PURPOSE OF THIS SURVEY IS TO PROVIDE AN IMPROVEMENT LOCATION CERTIFICATE.**
3) MEASUREMENTS SHOWN IN PARENTHESIS ARE FIELD MEASUREMENTS, UNLESS OTHERWISE NOTED.
4) CERTIFICATION NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE, THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION, AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY.
5) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
6) ALL DIMENSIONS ARE IN U.S. SURVEY FEET
7) LEGAL DESCRIPTION FROM DEED FOR THIS PROPERTY IS RECORDED AT REC. NO.563407

TITLE COMMITMENT NOTES:

THIS LAND SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY BURNETT LAND SURVEYING, INC., TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, BURNETT LAND SURVEYING, INC., RELIED UPON THE TITLE COMMITMENT BY:

LAND TITLE GUARANTEE INSURANCE COMPANY.

COMMITMENT NO. ABH70888126

SCALE

20 0 10 20 40

SCALE: 1"= 20'

IMPROVEMENT LOCATION CERTIFICATE

LOT 4 & 5 FAIRPLAY, BLOCK B

PARK COUNTY, COLORADO

SEC.33 T.9S. R.77W. 6th P.M.

BURNETT LAND SURVEYING, INC.
P.O. BOX 1953, 351 HWY 285, STE 104
FAIRPLAY, COLORADO 80440
(719) 836-1425

ADDRESS: 549 FRONT STREET	
DATE: DECEMBER 31, 2025	OWNER:
SCALE: 1"=20'	MOUNTAIN ESSENTIALS LLC
DRAWN BY: TLB	
JOB NO. 2025-404	

This document is protected under the laws of the Federal Copyright Act. This drawing shall not be used by the client or any other party for ANY purpose other than that which the drawing was prepared. The absence of the RED stamped seal indicates an unauthorized reproduction, and no certification extends to the person holding such copy.

S:\2025\404 FAIRPLAY FRONT ST, BLK B LOTS 4 & 5\LOT 4,5.dwg, Layout1, 01/05/2026 10:50:32 AM, 1:1, Burnett Land Surveying, Fairplay, CO,Burnett Land Surveying, Fairplay, CO

PS2-7

Starless Night
PPU14-20D

W1-2

DYNASTY

Frost
57U

PS2-6

DYNASTY
MARQUEE
ONE COAT

English Channel
PPU14-19D

OPEN
Come in...
We Smell good!
Locally Made Skincare,
Candles and gifts!
Dogs are Welcome!

ANTIQUES
FAIRPLAY
COLORADO
Come in...
We Smell good!
Locally Made Skincare,
Candles and gifts!
Dogs are Welcome!

BRASS LASHER

Town of Fairplay

901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
Fairplay Colorado Website

Staff Memorandum

To: Board of Trustees

From: Janell Sciacca, Town Administrator

RE: **FIRST READING** - Should the Board of Trustees of the Town of Fairplay approve Resolution No. 15, Series of 2026, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND NICOLE MCCHESNEY FOR THE 549 FRONT STREET SIDEWALK REPLACEMENT PROJECT.**"?

Date: 4/6/2026

Background/Analysis:

Nicole McChesney, owner of Mountain Essentials located at 549 Front Street, has submitted a Property Improvement Incentive Program (PIIP) application for funding to help replace the dilapidated sidewalk with new stamped and stained concrete. The new sidewalk will make the front entrance to the store ADA accessible and the stamped concrete will compliment other properties in the area with similar sidewalks while also complying with the Town Center Design Guidelines. The contractor is Chris Benzie of Benzie Flatwork, Inc. and the estimated cost of the project is $10,000.

Property taxes paid to Fairplay on the property over the last five years are $2,162.68, and the applicant is eligible for the granting of a tax rebate in the full amount of $2,162.68.

The application is in order and the project is in compliance with the rules and regulations set forth in Fairplay Municipal Code Article IX - Property Improvement Incentive Program and Staff is recommending approval. The applicant will be in attendance to answer questions.

Recommendation:

Staff recommends the Board approve the PIIP application from Nicole McChesney as submitted for a $2,162.68 tax rebate to help fund the 549 Sidewalk Replacement Project by motion, second and roll call vote.

Attachments:

1. 549 Front Street PIIP_0001
2. PIIP calculation sheet-549 Front Street
3. PIIP RESOLUTION Mtn Essentials 2026
4. PIIP AGREEMENT MTN ESSENTIALS 2026

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

Application for Consideration

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

Applicant Must Be Property Owner

PROPERTY INFORMATION

Property Address: 549 Front St

Residential ☐ Commercial ☑

OWNER INFORMATION

First Name: Nicole Last Name: McChesney

Mailing Address: POBox 2212 Fairplay CO 80440

Phone Number: 303-880 7258 Email Address: mountainessentialsLLC@gmail.com

CONTRACTOR INFORMATION

Name: Benzie Flatworks Contractor Lic. # NO

Mailing Address: Box 60 FAIRPLAY License County NO

Phone Number: 970 389 5502 Email Address: ChrisBenzie Flatwork At G-MAIL.com

PROJECT INFORMATION

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

Replace Concrete with New Stamped and Stained to look like an old board walk. This will address the crumbling current Sidewalk and will make the Front Door ADA accessible while keeping the historic charm.

Project Valuation ($): (Total Cost of Project) $ 10,000

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

Amount of PIIP Funds from the Town:

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

Applicant 3-21-26 Date

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

Property Address: **549 Front Street**

Tax Schedule #: **R0000274**

HOW MUCH PIIP MONEY CAN I APPLY FOR IN 2026?

A - Total Tax Paid	Tax Year	**B** - Total Mill Levy	**C** - Fairplay Mill Levy	A / B X C - Total Tax Paid to Fairplay
$ 5,276.59	2025	77.5950	11.799	$ 622.58
$ 3,955.96	2024	72.5847	11.799	$ 466.76
$ 3,300.66	2023	69.9290	11.799	$ 389.44
$ 3,061.98	2022	75.9982	11.799	$ 361.28
$ 2,734.20	2021	72.8218	11.799	$ 322.61
		5 Year Total of Taxes Paid to Fairplay		**$ 2,162.68**

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

Additional Notes:

TO: JOE & NICHOLE
ALSO the TOWN OF FAIRPLAY
FROM: CHRIS BENZIE FLATWORK
(970-389-5502)

JOB: RIP OUT AND Replace old Concrete SIDE WALK IN FRONT OF Mt Essentials SOAP. 549 Front st

WORK INCLUDES

1) A Little Demo of old walk
1) Repour Concrete with Board walk STAMP 6"-8" wood PLANK'S
1) STANIN AND SEAL concrete when completed

TOTAL $10,000

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 15
(Series of 2026)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND NICOLE MCCHESNEY FOR THE 549 FRONT STREET SIDEWALK REPLACEMENT PROJECT.

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

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

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

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

RESOLVED, APPROVED, and **ADOPTED** this 6th day of April, 2026.

TOWN OF FAIRPLAY, COLORADO

_____
Frank Just, Mayor

ATTEST:

_____
Janell Sciacca, Town Clerk

PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT
549 FRONT STREET SIDEWALK REPLACEMENT PROJECT

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (549 Front Street Sidewalk Replacement Project) (hereafter referred to as the "549 Front Street Sidewalk Replacement Project PIIP Agreement") is made and executed this 6th day of April, 2026, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Nicole McChesney (hereafter referred to as the "Owner").

W I T N E S S E T H

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 549 Front Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by replacing the dilapidated and unsafe sidewalk in front of her business with a new, stamped sidewalk**,** which said improvements will enhance the appearance of the Property and of the Town; and

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

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

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

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

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

2. **Scope of Work.** The parties hereby mutually agree that Owner shall construct, or cause to be constructed, the improvements to the Property set forth in **Exhibit A** hereto (the "Work" or the "Project"). Such work shall be completed to the reasonable satisfaction of the Town prior to any reimbursement pursuant to this PIIP Agreement. Any change in the Scope of Work shall require the prior written approval of the Town and may result in a decrease in the amount of the reimbursement should the Town reasonably determine that the change diminishes the cost or value of the improvements. The construction or installation of the improvements shall commence no later than December 1, 2026, and shall be completed no later than December 31, 2026. Should the work not commence or not be completed by the dates specified above, this PIIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

3. **Cost of Project.** The estimated cost of the Project is Ten Thousand Dollars ($10,000.00).

4. **Contractor.** Benzie Flatwork / Chris Benzie

5. **Property tax rebate and matching funds.** The parties hereby mutually agree that the maximum amount of real property taxes to be rebated to Owner by the Town shall be **Two Thousand One Hundred Sixty-Two Dollars and Sixty-Eight Cents ($2,162.68)** and that such amount does not exceed the amount of real property taxes paid on the Property to the Town during the preceding five years. The owner shall pay not less than an amount equal to fifty percent (50%) of the total cost of the Project. Should the cost of the Project decrease during the work the property tax rebate provided by the Town shall be reduced to assure that the Owner contributes at least fifty percent (50%) of the total cost of the Project.

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

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

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

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

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

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

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

To the Town: Town Administrator
Town of Fairplay

PO Box 267
Fairplay, CO 80440

To the Owner: Nicole McChesney
PO Box 2212
Fairplay, CO 80440

EXECUTED the day and year first above written.

THE TOWN OF FAIRPLAY, COLORADO

_____
Frank Just, Mayor

_____
Janell Sciacca, Town Clerk

OWNER:

_____
Nicole McChesney / Mtn. Essentials

Town of Fairplay

901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
Fairplay Colorado Website

Staff Memorandum

To: Board of Trustees

From:

RE: Update Regarding Gemenskap Tiny Home Sewer System and Discussion on Options.

Date: 4/6/2026

Background/Analysis:

Jeremiah Erickson, owner of Gemenskap Tiny Home Community in Spruce Hill, has been through several amendment processes for his development with Park County since 2020. The last amendment was a major PUD amendment for rezoning in the fall of 2025 to allow for the lots to be permanent year-round single-family homes. During these different processes, the Town received NO formal referrals from Park County to review any impacts or to confirm utility services were available and would be provided.

Mr. Erickson did approach the Town to review his plans and Town Operators in Responsible Charge (ORCs) Marty DeLine and Keith Chisholm have both indicated that they did review and comment on the engineered sewer plans. However, there is no record of the Town formally approving final plans, granting authority to install and connect, and the Town has not accepted the new infrastructure. The Town has issued four sewer taps for the system and did ask for copies of the engineering plans and as-builts. When Town Engineer Deron Dircksen reviewed the plans, he noted multiple concerns and conducted a site visit with Town Public Works Staff. Dircksen then wrote a detailed memo, which is attached for your information. This letter was forwarded to Mr. Erickson. Erickson appeared at Town Hall and he and I discussed the history and how to move forward. Erickson also began the process of flushing the system for obtaining CCTV video for the as-builts. Unfortunately, during the flushing, water ended up running out under a house at 134 Sunshine Loop and never coming through the manhole at the corner of Sunshine Loop.

During the incident, Mr. Erickson also said that some pieces of PVC pipe came up with the water. When the manhole on Sunshine Loop was inspected, it was found that there was an inlet/outlet pipe that appeared to go toward the Gemenskap project that was blocked. I do recall this conversation in 2023 when our GIS inventory was done, and at that time, our Public Works Director Donovan Graham showed this to me and we could not figure out what was going on since our Sanitation District maps showed no other pipes or manholes in the area. The Town understands that the Engineer that completed the Gemenskap plans found two manholes on the hillside above Whispering Aspen and incorporated them and the unknown line into the design. Town ORC and Spruce Hill ORC Keith Chisholm has since found that the manholes do show on Spruce Hill plans, but again they are not on our Sanitation District map and there is no information that they actually belong to the Town or were accepted by the Sanitation District prior to the Town's acquisition of it.

Unfortunately, this is not an easy fix nor easy to determine liability, since no one knows the true ownership of the line and manholes. Deron has since conducted a second site visit with Erickson and has prepared the attached memo outlining possible solutions. This matter is being brought up to the Board for information and discussion purposes only at this time. Mr. Erickson will be at the meeting and will share some thoughts as well, but until we can determine if that line actually belongs to the Town via acquisition of the Sanitation District and a few other details, the Town cannot accept responsibility for the failure.

Recommendation:

Attachments:

1. Letter - Gemenskap 260213
2. Letter - Gemenskap 260331

February 13, 2026

Janell Sciacca
Town Administrator and Clerk
Town of Fairplay
901 Main Street, PO Box 267
Fairplay, CO 80440
jsciacca@fairplayco.us

RE: Gemenskap: Review

Dear Janell:

Thank you for the opportunity to review Gemenskap. This letter provides additional information following SGM's September 30, 2025, letter. SGM performed a site visit on Monday February 9, 2026, to evaluate the existing Gemenskap sanitary sewer system.

Based on our site investigation, SGM's initial assumptions and concerns appear to be valid. However, this remains a high-level review and additional information is required to determine exactly what has been constructed. Currently, there are still a number of unknowns.

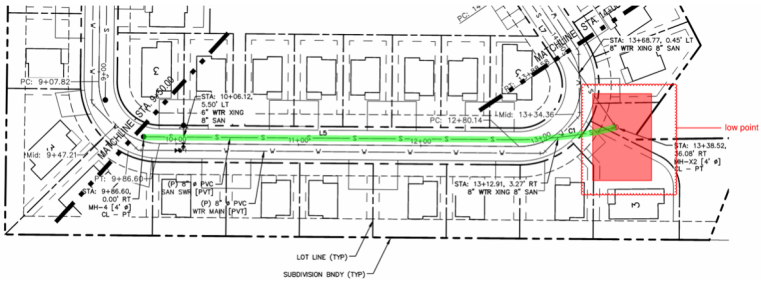
Existing Mapping

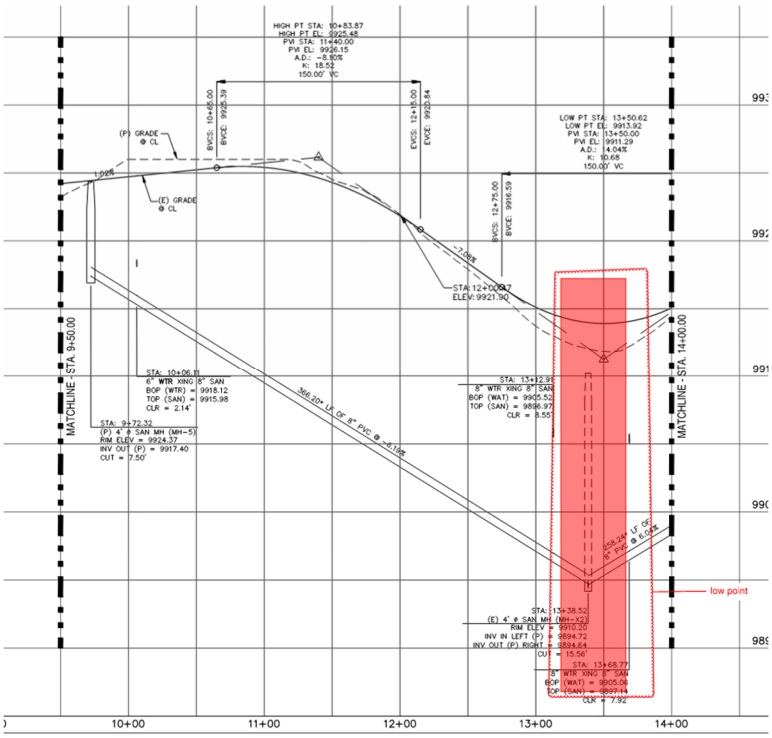
SGM reviewed available mapping and record information, including:

- **Gemenskap Sanitary Sewer Plan & Profile** by Catamount Engineering signed and stamped by David L. Mijares dated 10/28/2022 (3 pages)
- **Gemenskap Water Plan** by Catamount Engineering signed and stamped by David L. Mijares dated 10/28/2022 (3 pages)
- **Final Plat Gemenskap Filing 1** by Rampart Surveys, LLC (page 3 of 3)

Initial Concern:

- Sanitary Sewer drawings show the low point at the southeast corner of the site. Highlighted in red.





Is there an existing home built on top of the existing sanitary sewer main?

Additional Initial Concerns:

- Sanitary sewer manholes may not meet CDPHE separation requirements from the water main.
- Sanitary sewer drawings appear to be from approximately 2021 and reflect previous lot configurations.

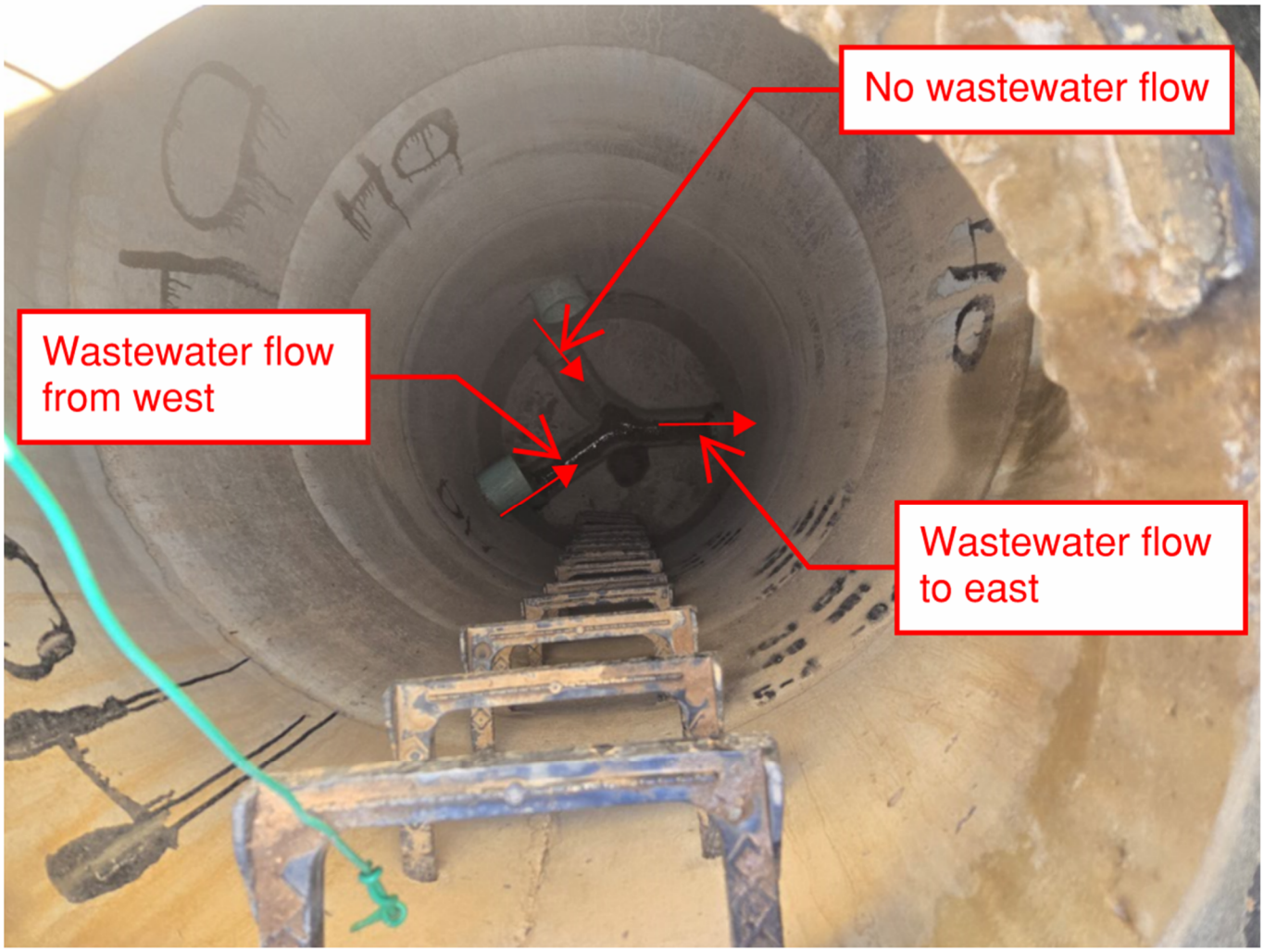
- Depth of bury is shown as approximately 6 feet in some areas. (The minimum depth is 9.5-feet)
- Sanitary sewer design includes curved alignments.
- Field investigation identified drop manholes that are not shown on the engineering drawings.

Site Visit Observations

During the February 9, 2026, site visit, SGM inspected two accessible sanitary sewer manholes.

Manhole Stargazing Circle:

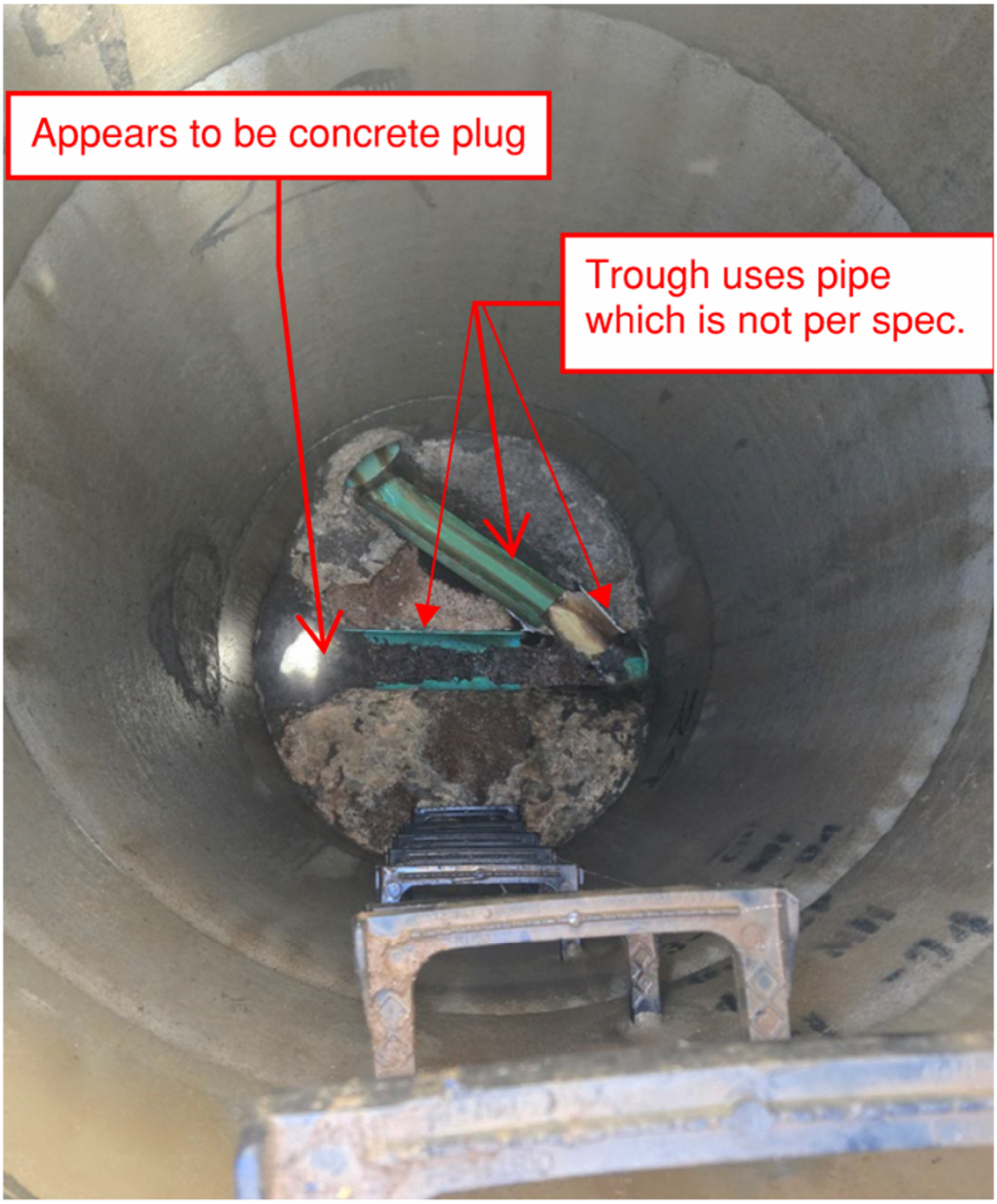
- Wastewater flow was observed entering from the west and continuing east toward Sunshine Loop.
- No wastewater flow was observed from the northwest, which is consistent with the lack of constructed homes in that area.
- Three constructed homes on Stargazing Circle currently convey wastewater to this manhole.



Manhole (X-2) located at Stargazing Circle

Manhole – Sunshine Loop:

- A concrete plug appears to be present in the sewer main extending west from this manhole.
- This location may correspond to the upstream connection from Stargazing Circle.



Manhole located at Sunshine Loop

SGM searched for additional manholes in the area but was unable to locate others.

Concerns

Immediate:

SGM has a significant concern that the existing sanitary sewer system may be blocked by a concrete plug at the Sunshine Loop manhole. This condition should be confirmed as soon as possible to reduce the risk of a sanitary sewer backup.

Major Concerns (if flow routes to Sunshine Loop):

If wastewater from Stargazing Circle is intended to flow to the Sunshine Loop manhole, the following potential issues exist:

1. The existing manhole may be plugged with concrete.
2. Portions of the sanitary sewer main may run beneath one or more homes.

Additional System Concerns (High-Level)

Additional potential concerns identified during this high-level review include:

- Sanitary sewer manholes may not meet CDPHE separation requirements from the water main.
- Curved sewer alignment present.
- Inadequate cover over portions of the sewer main.
- Sanitary sewer services should be provided individually to each lot.

Next Steps

Immediate

- **SGM recommends weekly monitoring of the sanitary sewer manhole until additional information is obtained. This will help reduce the risk of a sanitary sewer backup.**

Information Requested:

To confirm the configuration and condition of the existing sanitary sewer system, SGM recommends obtaining:

- Sanitary sewer video inspection
- As-built drawings
- Construction photographs
- Dye testing (may provide quick routing verification but may not be necessary if video is provided promptly; however, other information will still be required)

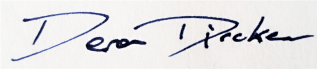
After Confirmation:

After this confirmation, SGM recommends at a minimum:

- Engineer plans correcting any issues so that all CDPHE and Town requirements are met.

Please let me know if you have any questions or if we can discuss further.

Thank you,



Deron Dircksen, PE

cc. Dan Cokley

File location: I:\2018\2018-499-TownofFairplay\058-Gemenskap\E-Reports\SGM

March 31, 2026

Janell Sciacca
Town Administrator and Clerk
Town of Fairplay
901 Main Street, PO Box 267
Fairplay, CO 80440
jsciacca@fairplayco.us

RE: Gemenskap: Potential Solutions

Dear Janell:

Thank you for the opportunity to provide additional direction regarding Gemenskap. SGM previously submitted information on September 30, 2025, and February 13, 2026. This letter offers further detail, outlines potential solution paths, and provides rough order-of-magnitude (ROM) cost estimates to support continued planning and decision-making.

It is SGM's current understanding that jetting and video inspection have been completed, as-builts are in progress, the plug in the existing manhole on Sunshine Loop has been removed, a new temporary plug has been installed, and wastewater is being actively pumped. During the jetting and video work, it was discovered that there is either a break in the sewer line or no existing line beneath the homes located at 134 Sunshine Loop and 142 Sunshine Loop.

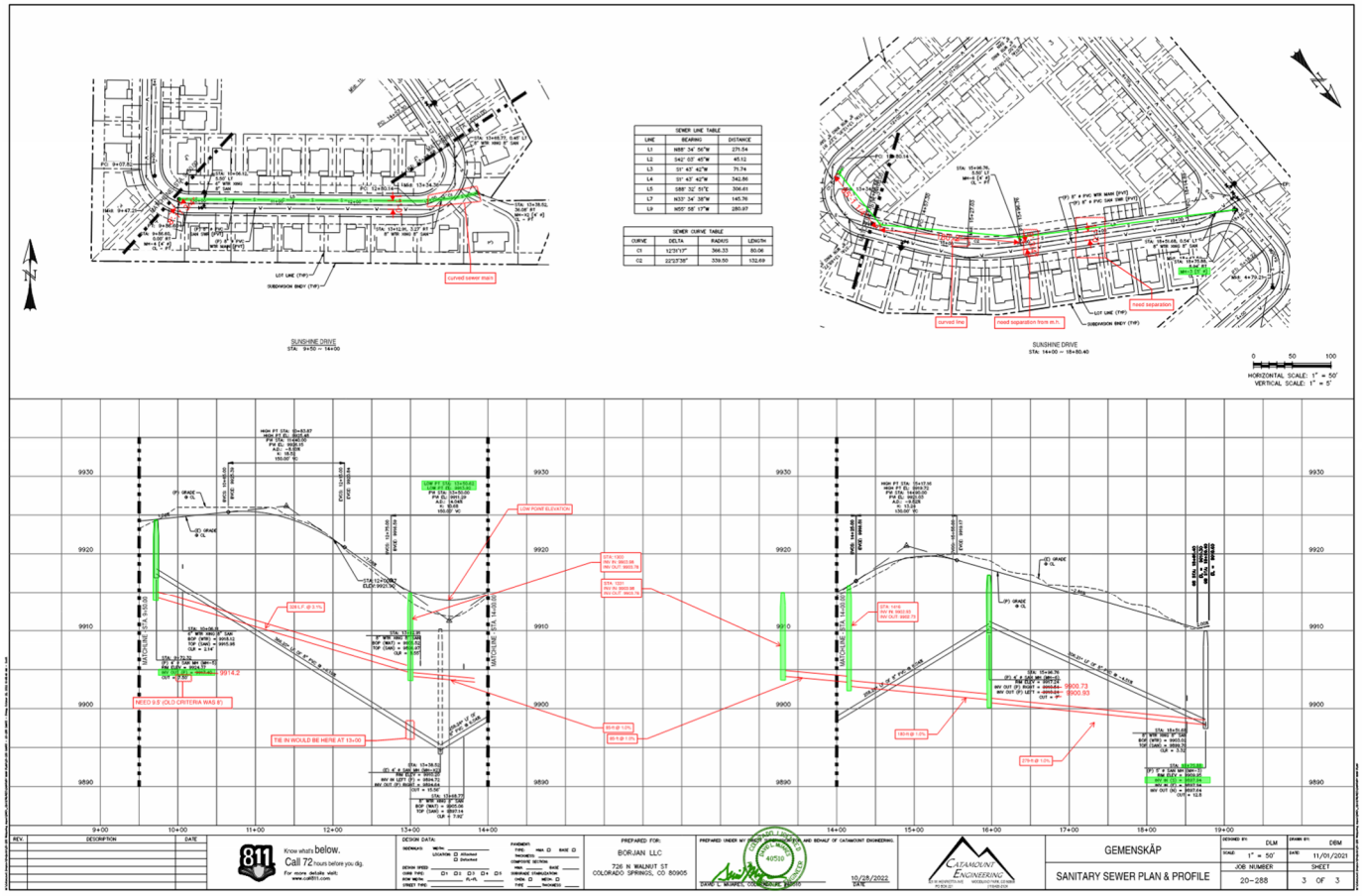
Based on our site investigation, SGM's initial assumptions and concerns appear to be valid. However, this remains a high-level review, and additional information is required to confirm what has actually been constructed. At this time, several key elements remain unknown, as previously requested information has not yet been provided. The absence of this information may affect or alter the recommendations outlined in this letter. The outstanding items include:

- Sanitary sewer video inspection
- As-built drawings
- Construction photographs
- Dye testing (may provide quick routing verification but may not be necessary if video is provided promptly; however, other information will still be required)

To correct this issue, SGM sees five potential solutions:

1. Redesign and reconstruct Gemenskap
2. Purchase two properties and move two homes
3. BLM wastewater routing
4. Routing through existing homes
5. Lift station

1. **Redesign and reconstruct Gemenskap**



Pros:

- Gravity flow appears to work (asbuilt information still needs to be provided to confirm design assumptions.) **Attached.**
- Fixes curved sewer lines
- Fixes depth issues
- Fixes water separation issues
- Access is within road

Cons:

- Sewer services may need to be adjusted
- Potential easements
- Potential shallow utility conflicts

<u>Cost:</u>
4 Manholes @ $10,000/Manhole = $40,000
872 L.F. 8-INCH PVC @ $150/L.F. = $130,800
Subtotal: $171,000
Additional Miscellaneous Costs: $50K
Total: $220,800

2. **Purchase two properties and move two homes**

Pros:

- Gravity sewer
- Back to original design

Cons:

- Moves 2 homeowners
- Curved sewer lines remain
- Sewer depth issues remain
- Water separation issues remain
- Access is down hill but not too bad

<u>Cost:</u>
2 lots @ $120,000 each = $240,000
Relocate home: $50,000
New services: $20,000
Abandon old services: $10,000
Subtotal: $320,000
Additional Miscellaneous Costs: $50K
Total: $370,000

3. BLM wastewater routing

Pros:

- Gravity flow appears to work

Cons:

- Curved sewer lines remain

- Sewer depth issues remain
- Water separation issues remain
- Access is down hill but not too bad
- BLM coordination could be lengthy

Cost:
5 Manholes @ $10,000/Manhole = $50,000
800 L.F. 8-INCH PVC @ $150/L.F. = $120,000
Subtotal: $170,000
Additional Miscellaneous Costs: $50K
Total: $220,000
**Easement purchase: Unknown*

4. **Routing through existing homes**

Pros:
- Gravity flow appears to work

Cons:
- Purchasing (or eminent domain) of easement
- Curved sewer lines remain
- Sewer depth issues remain
- Water separation issues remain
- Access is narrow and through homes

- Property owner coordination could be lengthy

Cost:
4 Manholes @ $10,00/Manhole = $40,000
165 L.F. 8-INCH PVC: @ $150/L.F. = $24,750
Subtotal: $64,750
Additional Miscellaneous Costs: $50K
Total: $114,7500
**Easement purchase: Unknown*

5. **Lift Station**

Pros:
- None.

Cons:
- Potential State permitting (>2,000 gallons/day)
- Lift stations are problematic forever
- Expensive
- Curved sewer lines
- Sewer depth issues
- Water separation issues

Cost:
$XXXXX

Comparison of Options

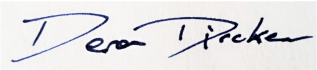
Option	ROM Cost	Disruption to residents	Permitting	Schedule	Long-term O&M impact
1. Redesign & reconstruct Gemenskap	$225K	Low	Low	3-9 Months	Low
2. Purchase & move 2 homes	$375K	High	Medium	6-12 Months	Low
3. BLM routing	$225K + easement	Low–Medium	High (BLM coordination/easement)	12-24 Months	Low
4. Routing through existing homes	$125K + easement	High	High (private easements)	12-24 Months	Medium-High
5. Lift station	High	Low	High (State permit)	12-24 Months	High

Recommendation (prioritized)

1. **Primary recommendation — Option 1: Redesign & reconstruct Gemenskap. Why:** Lowest combined technical and permitting risk, keeps work in public right-of-way and potentially easements, fixes multiple root causes (curves, depth, separation), and preserves gravity flow with modest ROM cost. It minimizes homeowner disruption and long-term O&M exposure.
2. **Secondary recommendation — Option 3: BLM routing (contingency). Why:** Comparable ROM cost to Option 1 but only advisable if public ROW reconstruction is infeasible; major downside is **BLM easement/coordination** which can add months and unknown costs (easement purchase).
3. **Reject or reserve for last resort — Options 2, 4, 5. Why:** Option 2 is expensive and socially disruptive; Option 4 depends on private easements and has access constraints; Option 5 (lift station) introduces permanent mechanical O&M and reliability liabilities and should be avoided unless gravity is impossible.

Please let me know if you have any questions or if we can discuss further.

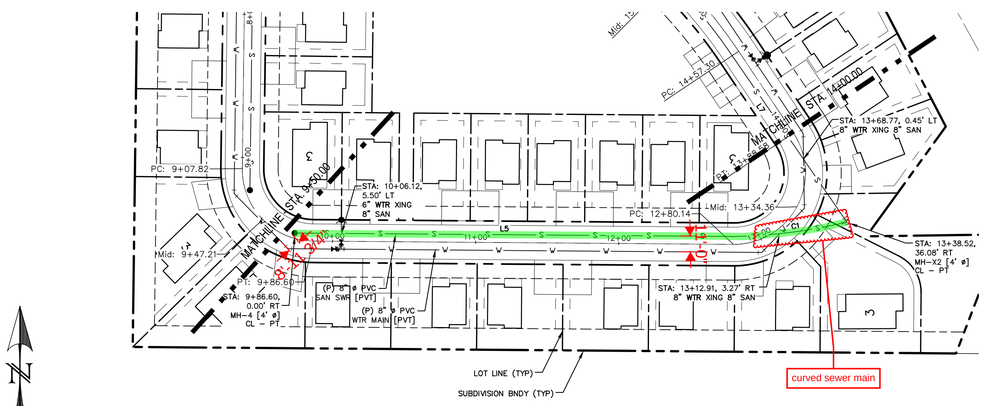
Thank you,



Deron Dircksen, PE

cc. Dan Cokley

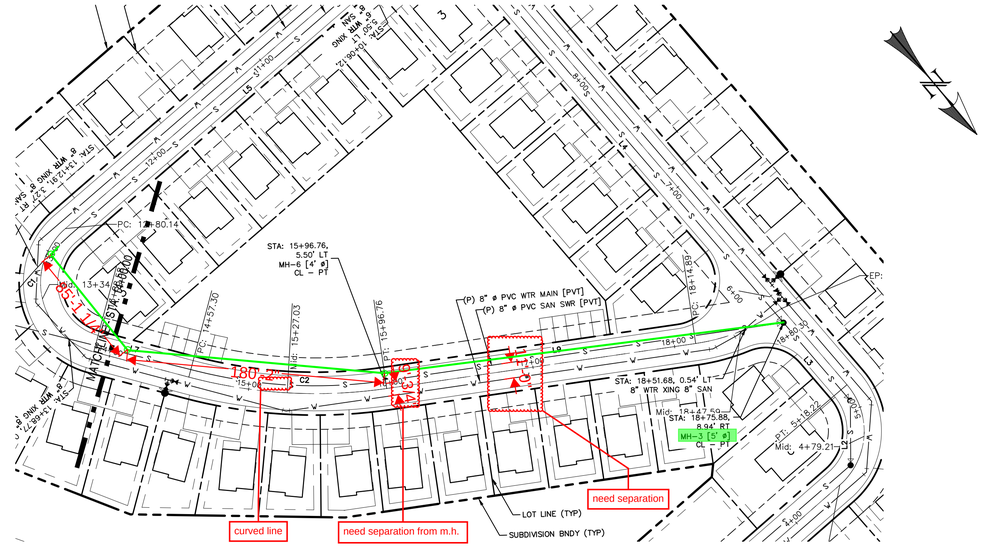
File location: I:\2018\2018-499-TownofFairplay\058-Gemenskap\E-Reports\SGM



SUNSHINE DRIVE
STA: 9+50 ~ 14+00

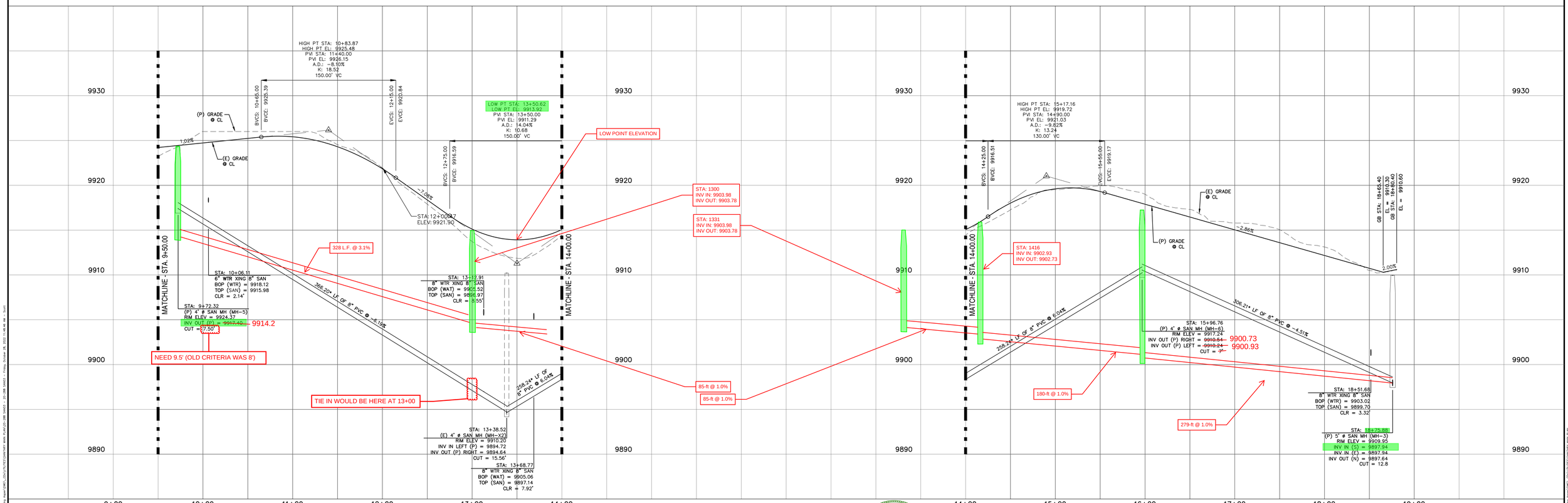
SEWER LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88° 34' 56"W	271.54
L2	S42° 03' 45"W	45.12
L3	S1° 43' 42"W	71.74
L4	S1° 43' 42"W	342.86
L5	S88° 32' 51"E	306.61
L7	N33° 34' 38"W	145.76
L9	N55° 58' 17"W	280.97

SEWER CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	12°31'17"	366.33	80.06
C2	22°23'38"	339.50	132.69



SUNSHINE DRIVE
STA: 14+00 ~ 18+80.40

0 50 100
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'



REV.	DESCRIPTION	DATE

811 Know what's below. Call 72 hours before you dig.
For more details visit: www.call811.com

DESIGN DATA:
SIDEWALKS: WIDTH: _____ LOCATION: ☐ Attached ☐ Detached
DESIGN SPEED _____
CURB TYPE: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
ROW WIDTH: _____ FL-FL _____
STREET TYPE: _____
PAVEMENT: TYPE: HMA ☐ BASE ☐ THICKNESS: _____
COMPOSITE SECTION: HMA _____ BASE _____
SUBGRADE STABILIZATION: CHEM. ☐ MECH. ☐ TYPE _____ THICKNESS _____

PREPARED FOR:
BORJAN LLC
726 N WALNUT ST
COLORADO SPRINGS, CO 80905

PREPARED UNDER MY DIRECT SUPERVISION AND BEHALF OF CATAMOUNT ENGINEERING.
COLORADO LICENSED PROFESSIONAL ENGINEER DAVID L. MIJARES 40510
DAVID L. MIJARES, COLORADO PE #40510
10/28/2022
DATE

CATAMOUNT ENGINEERING
321 W. HENRIETTA AVE WOODLAND PARK, CO 80866
PO BOX 221 (719)426-2124

GEMENSKÄP

SANITARY SEWER PLAN & PROFILE

DESIGNED BY: DLM	DRAWN BY: DBM
SCALE: 1" = 50'	DATE: 11/01/2021
JOB NUMBER 20-288	SHEET 3 OF 3

Town of Fairplay

901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
Fairplay Colorado Website

Staff Memorandum

To: Board of Trustees

From:

RE: Discussion regarding early payoff of Colorado Water and Resource Power Development Authority Loan.

Date: 4/6/2026

Background/Analysis:

The Town of Fairplay entered into a 20-year loan agreement with the Colorado Water Resources & Power Development Authority in September of 2023 for commissioning of the Infiltration Gallery and related improvements. The loan amount was $136,843.87 at 3%. The Town has made 5 payments and is set to make the 6th payment on May 1.

I have reached out to CWRPDA to inquire what payoff would be if the Town wanted to close out the loan on May 1 and received the attached estimate. This information is being presented to the Board for consideration of the Town paying the loan off in full at this time. The Town is anticipating receipt of $168,000 from Park County for purchase of the Town's Motor Grader. Because there are no active capital projects, the Town's fund balance could support early payoff of this loan which would also be favorable with CDPHE and CWRPDA since the Town is currently in process for another State Revolving Fund (SRF) for the Meter Replacement and Well VFDs Project.

Another option to consider is keeping the loan and using the $168,000 to self-fund the VFD project, thereby reducing the current $600,000 request accordingly. Again, I am presenting these items for information at this time, and the current Board can decide to weigh in but let the new Board make this decision on April 20, or thereafter.

Recommendation:

Again, Staff is requesting direction from the Board which may choose from the following list of alternatives:

1. Pay off the loan;
2. Keep the loan as is currently approved for the time-being; or
3. Bring the item back to a new Board at a future date.

Attachments:

1. DWRF Town of Fairplay (DBS23F041) Full Prepayment Letter - (4.30.26)

COLORADO WATER RESOURCES &
POWER DEVELOPMENT AUTHORITY
The Amp - Suite 820, 1580 N. Logan Street, Denver, Colorado 80203
303/830-1550 · Fax 303/832-8205 · info@cwrpda.com

February 12, 2026 (Transmitted via email)

Janell Sciacca, Town Administrator
Town of Fairplay
P.O. Box 267
Fairplay, CO 80440

Re: Drinking Water Revolving Fund ("DWRF")
Direct Loan Prepayment (Loan #DBS23F041)

Dear Ms. Sciacca:

The Town of Fairplay (the "Town") has informed the Authority that it would like to prepay its DWRF direct loan, dated September 21, 2023, with the Authority on April 30, 2026. For the loan to be retired, the Town will need to send **$127,665.53** to the Trustee, U.S. Bank N.A., on **April 30, 2026.** Instructions for Wire transfer and ACH transfer are as follows:

Wire/ACH Instructions
RBK: U.S. Bank N.A.
ABA: **091000022**
Acct. No. 104792954745
BNF: USBANK Trust NA
777 E, Wisconsin Avenue
Milwaukee, WS 53202-5300
OBI/Ref No.: **14878100**

Please note that if the ACH form requires a payment type, select "DDA".

The components of your loan prepayment are as follows:

Remaining Loan Principal balance after 11/1/25 through 4/30/26	$125,789.26
Accrued Interest Due on loan balance after 11/1/25 through 4/30/26	$1,876.27
Total Prepayment Amount	**$127,665.53**

If you have any questions regarding the foregoing, please call me at 303-830-1550, ext. 1015.

Sincerely,

Giorgi Gazashvili

Giorgi Gazashvili
Financial Analyst II

cc: Jennifer Petruno, Yia Vue, Lucy Vang, U.S. Bank
Valerie Lovato, Aaron Best, Stephanie Hines, Desiree Perea, Cheryl Gantner, CWRPDA
Alex Hawley, Aly Ulibarri, WQCD