

1. Meeting Materials

Documents:

[OCTOBER_21_2024_PACKET_-_AMENDED.PDF](#)
[OCTOBER_21_2024_AGENDA_-_AMENDED.PDF](#)



AMENDED AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, October 21, 2024, at 6:00 P.M. in the
Fairplay Town Hall Board Room, 901 Main St, Fairplay, CO
[Join the TEAMS Meeting](#) (Meeting ID: 229 729 697 686 / Passcode: NUBGNf)

- I. **6:00 PM CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- II. **APPROVAL OF AGENDA**
- III. **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** – Paid bills for all Town funds from October 4, 2024, through October 17, 2024, in the amount of **\$112,279.78**.
- IV. **CITIZEN COMMENTS** *(This item allows for the public to sign up to address the Board on matters that are not on the agenda. Sign-up can be done prior to, or at the start of a meeting, on the required form.*
- V. **PROCLAMATIONS, PRESENTATIONS AND UPDATES**
 - A. Presentation by Russell Sarpy of Emergent Enforcement of CO9 & US 285 Speed Study Results.
 - B. Presentation of Proposed Consent Judgement by High Mountain Mining Company, LLC with In-Kind Equipment and Manpower for Town of Fairplay Beach Dredging Project.
- VI. **NEW BUSINESS**
 - A. **ARCHITECTURAL REVIEW COMMITTEE CASE COA 2024-003** – Consideration of an application from South Park Health Services District for a Certificate of Appropriateness for a Pharmacy Building to be located at 715 Main Street. *The Board of Trustees, sitting as the Architectural Review Committee, will consider an application from the South Park Health Services District for construction of a new building in the Town Center Historic Overlay District that will house a Pharmacy and 2 associated residential units.*
 - B. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay adopt Resolution No. 38, Series of 2024, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AMENDING THE DESIGNATED PUBLIC PLACES FOR THE POSTING OF TOWN MEETING NOTICES AS REQUIRED BY COLORADO OPEN MEETINGS LAW.** *The Board will modify the locations for posting Town meeting notices to add the 501 Visitor Center and remove the Fairplay Post Office.*
 - C. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay adopt Resolution No. 39, Series of 2024, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPOINTING JANELL SCIACCA AS INTERIM TOWN TREASURER.** *The Board will consider appointing Janell Sciacca Interim Town Treasurer.*
 - D. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay adopt Resolution No. 40, Series of 2024, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CHANGE ORDER TO A CONTRACT FOR CONSTRUCTION WITH VELOCITY CONSTRUCTORS, INC., APPROVED VIA RESOLUTION NO. 23, SERIES OF 2024.** *The Board will consider approving a Change Order for additional costs for the Beaver Creek Valve Replacement project.*
 - E. **Submission of FY2024 Amended Budget and FY2025 Proposed Budget to the Board of Trustees for all funds of the Town of Fairplay, CO.** *Per State Law, the Board is receiving the Town’s preliminary proposed FY2024 Amended Budget and FY2025 Budget for all Town funds and setting forth the public hearing dates for adoption.*
 - F. **Consideration of approval of Stakeholder Participation Letter for Park County Hazard Mitigation Plan Update.** *The Board will consider approving a letter to participate in the Hazard Mitigation Plan update process.*
- VII. **STAFF AND BOARD OF TRUSTEE REPORTS**
- VIII. **ADJOURNMENT.**

Upcoming Meetings / Important Dates

Park County Intergovernmental Meeting	October 30, 2024
Haunted Museum, Halloween Spooktacular & Trunk Or Treat	October 31, 2024
Board of Trustees Regular Meeting	November 4, 2024
Board of Trustees Regular Meeting	November 21, 2024

Report Criteria:

Detail report type printed

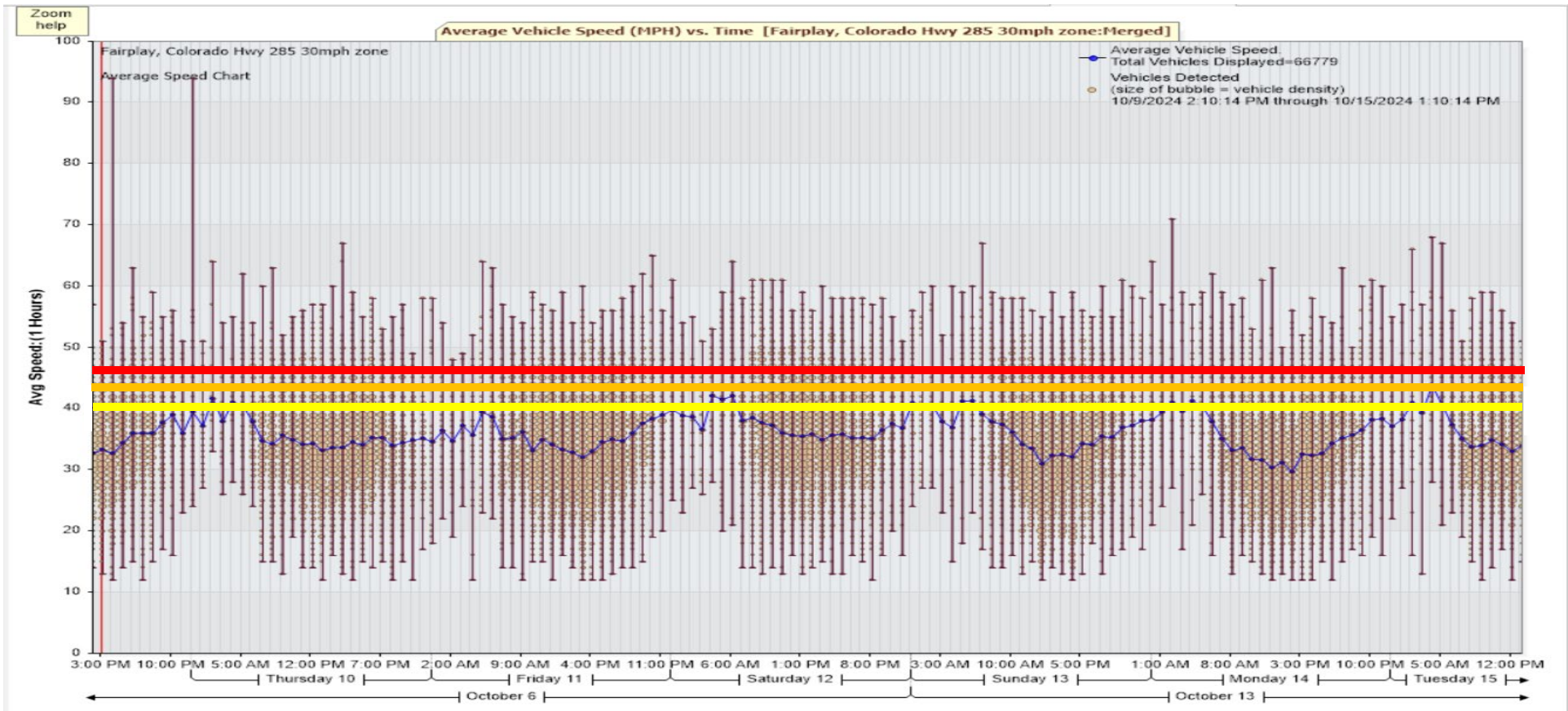
Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
10/17/2024	20698	Caselle, Inc	Monthly Support & maint N	1	10/01/2024	788.50	105060
10/17/2024	20698		Monthly Support & maint N	2	10/01/2024	727.50	517206
Total 334:						1,516.00	
10/10/2024	20674	4 Rivers Equipment	Snow Blower Purchase	1	09/27/2024	14,729.29	105690
Total 532:						14,729.29	
10/10/2024	20680	Galls, LLC	Vest/Plate Carrier	1	09/05/2024	83.68	105410
Total 994:						83.68	
10/17/2024	20708	Postal Pros Southwest, Inc	Monthly Utility Billing/mailin	1	10/10/2024	311.18	517218
10/17/2024	20708		Monthly Announcements M	1	10/10/2024	126.80	105130
Total 1699:						437.98	
10/17/2024	20709	Town of Fairplay	501 Main Street	1	09/30/2024	200.14	105195
Total 2134:						200.14	
10/10/2024	20687	Utility Notification Center	Water Plant Locates	1	09/30/2024	25.80	517455
10/10/2024	20687		Water Plant Locates	1	09/30/2024	27.09	517455
Total 2194:						52.89	
10/10/2024	20689	Xcel Energy	Street Lights	1	10/01/2024	996.22	105640
Total 2296:						996.22	
10/17/2024	20700	Family Support Registry	15890460	1	10/17/2024	285.69	102265
10/17/2024	20700		14882492	1	10/17/2024	252.00	102265
10/10/2024	20679		14882492 Sept 6	1	09/06/2024	252.00	102265
10/10/2024	20679		14882492 Oct 6	2	09/06/2024	252.00	102265
10/10/2024	20679		15890460 Sept 6	3	09/06/2024	285.69	102265
10/10/2024	20679		15890460 Oct 4	4	09/06/2024	285.69	102265
Total 2456:						1,613.07	
10/17/2024	20699	CIRSA	Added Vehicle Liability Pre	1	10/11/2024	170.45	106115
Total 2490:						170.45	
10/17/2024	20697	CARD SERVICES	PD Training	1	10/01/2024	276.10	104595
10/17/2024	20697		Office Supplies	2	10/01/2024	332.70	105030
10/17/2024	20697		Adobe Pro	3	10/01/2024	383.84	105060
10/17/2024	20697		Town Hall Maint	4	10/01/2024	75.72	105070
10/17/2024	20697		Staff/Board Apparel	5	10/01/2024	1,616.38	105110
10/17/2024	20697		Visitor Center	6	10/01/2024	25.97	105120
10/17/2024	20697		Domain Reg	7	10/01/2024	430.56	105130
10/17/2024	20697		Fall Fest Exp.	8	10/01/2024	718.19	105170
10/17/2024	20697		Supplies for PD	9	10/01/2024	13.47	105340
10/17/2024	20697		PD Vehicle car washmaint	10	10/01/2024	154.72	105420

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
10/17/2024	20697		PD Training	11	10/01/2024	902.91	105424
10/17/2024	20697		PD Supplies	12	10/01/2024	6.48	105445
10/17/2024	20697		Radar maint	13	10/01/2024	21.35	105450
10/17/2024	20697		Propane Tank	14	10/01/2024	78.15	105497
10/17/2024	20697		PW Vehicle Maint	15	10/01/2024	1,067.96	105625
10/17/2024	20697		PW Supplies	16	10/01/2024	20.00	105630
10/17/2024	20697		CRWA Training	17	10/01/2024	150.00	105635
10/17/2024	20697		Man Hole Riser	18	10/01/2024	179.82	105670
10/17/2024	20697		PW Job Posting	19	10/01/2024	60.54	106125
10/17/2024	20697		Adobe Pro	20	10/01/2024	383.84	517206
10/17/2024	20697		Board/Staff Apparel	21	10/01/2024	200.00	517245
10/17/2024	20697		Board/Staff Apparel	22	10/01/2024	870.36	517450
Total 2503:						7,969.06	
10/10/2024	20677	Colorado Natural Gas, Inc.	PW office	1	10/02/2024	83.95	105650
10/10/2024	20677		901 Main Street	2	10/02/2024	109.61	105023
10/10/2024	20677		Public Works Shop	3	10/02/2024	259.20	105650
10/10/2024	20677		501 Main Street	4	10/02/2024	431.67	105120
10/10/2024	20677		sewer treatment plant	1	10/03/2024	731.93	517680
Total 2728:						1,616.36	
10/10/2024	20676	Colorado Analytical Lab	required water plant testing	1	09/30/2024	222.00	517475
10/10/2024	20676		required water plant testing	1	10/09/2024	1,218.00	517475
Total 2864:						1,440.00	
10/10/2024	20681	HASP	annual HASP water fees	1	10/01/2024	1,610.00	517440
Total 2903:						1,610.00	
10/10/2024	20678	Fairplay Auto Supply	pD Vehicle Maint	1	09/14/2024	30.56	105420
10/10/2024	20678		pW Vehicle Maint	1	09/17/2024	25.98	105660
10/10/2024	20678		pW Vehicle Maint	1	09/23/2024	63.24	105660
10/10/2024	20678		WWTP supplies	1	09/24/2024	47.81	517670
Total 2948:						167.59	
10/10/2024	20688	Wagner Rents	Vac trailer rental	1	09/27/2024	4,850.69	105660
Total 2949:						4,850.69	
10/10/2024	20682	Kaupas Water Labs, Inc.	Chemicals for Water Plant	1	10/01/2024	199.50	517475
Total 2999:						199.50	
10/10/2024	20683	Lexipol, LLC	Law Enforcement Policy M	1	10/09/2024	3,078.35	105465
Total 3096:						3,078.35	
10/17/2024	20704	Park County Government	Internet	1	10/01/2024	105.00	517226
10/17/2024	20704		Internet	2	10/01/2024	52.50	105455
10/17/2024	20704		Internet	3	10/01/2024	52.50	105065
Total 3381:						210.00	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
10/10/2024	20675	Bannister, Chris	carhartt work pants	1	10/10/2024	58.23	517245
Total 3464:						58.23	
10/17/2024	20706	Phoenix Technology Group	Managed IT Monthly Fees	1	10/01/2024	1,074.17	105645
10/17/2024	20706		Managed IT Monthly Fee U	2	10/01/2024	1,074.17	517206
10/17/2024	20706		Managed IT Monthly Fee P	3	10/01/2024	2,148.33	105465
10/17/2024	20706		Managed IT Monthly Fee A	4	10/01/2024	2,148.33	105060
Total 3580:						6,445.00	
10/10/2024	20686	Utility Associates, Inc.	body cameras	1	09/30/2024	11,610.00	105465
Total 3604:						11,610.00	
10/17/2024	20702	Hardesty Engineering and	On-Call Engineering Fees	1	09/30/2024	2,012.04	517350
Total 3618:						2,012.04	
10/17/2024	20696	AT&T Corp	PD Telephone	1	10/07/2024	215.73	105455
10/17/2024	20696		Admin Phones	2	10/07/2024	42.53	105065
10/17/2024	20696		PW Phones	3	10/07/2024	42.53	105645
10/17/2024	20696		Phone - Marketing	4	10/07/2024	3.06	105130
Total 3690:						303.85	
10/17/2024	20707	Plante Moran	proffesional Accounting Ser	1	10/03/2024	3,895.00	105070
Total 3774:						3,895.00	
10/17/2024	20703	HomeServe USA	ServLine Sept 24	1	10/17/2024	1,671.55	517350
Total 3870:						1,671.55	
10/10/2024	20684	My Buddy Plumbing and H	Town Hall Heating & Plumb	1	10/03/2024	479.84	105025
Total 3871:						479.84	
10/10/2024	20685	Pipestone Equipment an I	PRV Overhaul Project Res	1	10/04/2024	33,996.00	517350
Total 3873:						33,996.00	
10/10/2024	20694	Julianna Arellano	AVCA Dontation Arellano	1	10/10/2024	1,750.00	105175
Total 3874:						1,750.00	
10/10/2024	20693	Denise Walker	AVCA Donation - Walker	1	10/10/2024	1,750.00	105175
Total 3875:						1,750.00	
10/10/2024	20695	Luis Melo	Development Deposit Refu	1	10/10/2024	1,812.00	104700
Total 3876:						1,812.00	
10/17/2024	20701	Garland/DBS	PW Shop Roof Repair	1	09/30/2024	3,481.00	105682
10/17/2024	20701		Town Hall Roof Repair	1	09/30/2024	1,774.00	105025

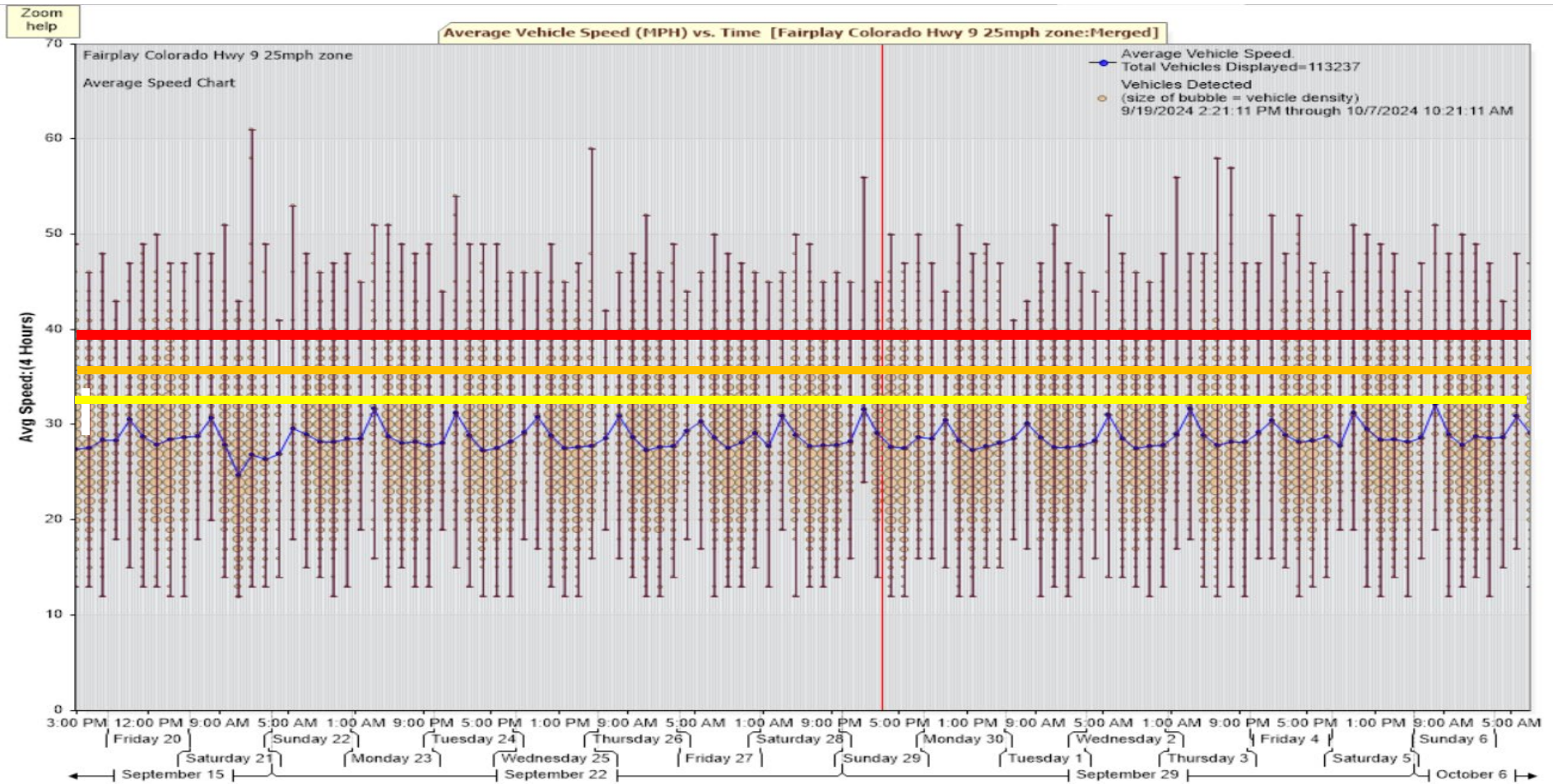
Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3877:						5,255.00	
10/17/2024	20705	Pat McNamara	Headstone Deposit Refund	1	10/11/2024	300.00	104710
Total 3878:						300.00	
Grand Totals:						112,279.78	

Report Criteria:
Detail report type printed



During the 7 days of this speed study, 66,779 vehicles traveled through Fairplay, Colorado on Hwy 285 in the 30-mph zone.

- 15,215 vehicles were traveling 10 mph over the posted speed of 30 mph
- 10,672 vehicles were traveling 12 mph over the posted speed of 30 mph
- 5,691 vehicles were traveling 15 mph over the posted speed of 30 mph



During the 19 days of this speed study, 113,237 vehicles traveled through Fairplay, Colorado on Hwy 9 in the 25-mph zone.

- 10,659 vehicles were traveling 10 mph over the posted speed of 25 mph
- 5,960 vehicles were traveling 12 mph over the posted speed of 25 mph
- 2,432 vehicles were traveling 15 mph over the posted speed of 25 mph

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 19-cv-01246-WJM-STV

PAMELA STONE,
TWYLA RUSAN
M. JAMIE MORROW
THE SOUTH PARK COALITION, INC., a non-profit 501(c)(4) Colorado corporation, and
BE THE CHANGE USA, a non-profit 501(c)(4) Colorado corporation

Plaintiffs,

v.

HIGH MOUNTAIN MINING COMPANY, LLC, a Wyoming limited liability company and
JAMES R. MURRAY

Defendants.

NOTICE OF LODGING OF SETTLEMENT AGREEMENT

Pursuant to 40 C.F.R. § 135.5(b), the parties, by and through undersigned counsel, hereby lodge with the Court the Settlement Agreement and Mutual Release attached hereto as Exhibit A. Pursuant to 40 C.F.R. § 135.5(b), the parties also hereby notify the Court of the statutory requirement contained in 33 U.S.C. § 1365(c)(3) that a judgment pursuant to the Settlement Agreement and Mutual Release shall not be entered prior to forty-five (45) days following receipt by both the Administrator of the U.S. Environmental Protection Agency and the U.S. Attorney General. Upon expiration of the forty-five (45) days notice period mandated by 33 U.S.C. § 1365(c)(3), and assuming no objection by the Administrator and the U.S. Attorney General, the parties intend to file a Stipulation of Dismissal pursuant to F.R.C.P. 41(a)(2).

Respectfully submitted on October, 8, 2024.

Law Offices of Randall M. Weiner, PC

s/Randall M. Weiner

Randall M. Weiner
Annmarie Cording
3100 Arapahoe Avenue, Suite 202
Boulder, CO 80303
Telephone: (303) 440-3321
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E-mail: randall@randallweiner.com
Attorneys for Plaintiffs

Anderson Notarianni McMahan LLC

s/Joshua D. McMahon

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Denver, CO 80203
ganderson@anm-law.com
jmcMahon@anm-law.com
Attorneys for Defendants

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is entered into on ~~September~~ ^{October} 2, 2024 (the “Effective Date”) by and between Pamela Stone, Twyla Rusan, M. Jamie Morrow, and The South Park Coalition, Inc., a Colorado nonprofit corporation (collectively “Plaintiffs”), and High Mountain Mining Company, LLC, a Wyoming limited liability company (“High Mountain”). All parties to this Agreement may sometimes be collectively referred to as “Parties” or individually as a “Party.”

RECITALS

A. Plaintiffs filed suit against High Mountain and James R. Murray, which lawsuit is known as Case No. 19-cv-01246-WJM-STV, United States District Court for the District of Colorado, and Case No. 22-1340, United States Court of Appeals for the Tenth Circuit (“Lawsuit”).

B. Plaintiffs prevailed at trial in the Lawsuit. On appeal, the United States Court of Appeals for the Tenth Circuit reversed the district court and remanded for further proceedings.

C. The Parties have now reached a complete settlement of the Lawsuit.

NOW THEREFORE, in consideration of the mutual promises and other consideration described below, the Parties hereby agree to settle the Lawsuit on the following terms.

AGREEMENTS

1. The Recitals, above, are hereby incorporated into this Agreement.

2. High Mountain will pay a total of \$197,000.00 to Plaintiffs, payable as follows. All payments are made payable to Weiner & Cording, a trade name for Law Offices of Randall M. Weiner, P.C., a Colorado corporation. \$50,000 shall be paid within 14 days of this Agreement becoming final. The Parties agree that this Agreement becomes final after the following steps are completed: (i) the Parties execute this Agreement; (ii) the Parties lodge this Agreement with the District Court in the Lawsuit and inform the District Court of the statutory requirement that judgment not enter prior to 45 days following receipt by both the Administrator and the Attorney General of the Agreement, (iii) the Parties mail a copy of the Agreement to the Attorney General via certified mail addressed to Citizen Suit Coordinator, Environment and Natural Resources Division, Law and Policy Section, P.O. Box 7415, Ben Franklin Station, Washington, DC 20044-7415 with a copy sent by email to citizensuitdocs.enrd@usdoj.gov; and (iv) 45 days pass and/or the Attorney General states no objection and/or takes no position regarding this Agreement. The remaining \$147,000 will be paid no later than December 31, 2026, with the unpaid amounts accruing interest at 9% per annum interest compounded annually, from the date the Agreement becomes final. High Mountain may pay the total settlement payment prior to December 31, 2026, with no prepayment penalty. The Parties have agreed upon the form of the promissory note evidencing High Mountain’s agreement to pay \$147,000 and it is attached hereto as Exhibit A and incorporated herein.

3. Within 60 days of this Agreement becoming final, High Mountain shall apply to the Colorado Department of Public Health and Environment (CDPHE), Water Quality Control Division (WQCD), for a Colorado Discharge System permit.

4. High Mountain shall provide in-kind equipment and manpower to the town of Fairplay, Colorado, related to dredging the Fairplay Beach which is adjacent to or nearby the Middle Fork of the South Platte River, upon the following terms and conditions. The in-kind equipment and manpower is for up to 333 hours (or, \$100,000 of in-kind equipment and manpower at \$300/hour) of operation of a hydraulic dredge which includes the dredge, related equipment and supplies, fuel and personnel. The Parties agree that High Mountain shall provide such in-kind equipment and manpower upon terms and conditions agreeable to the town of Fairplay and High Mountain and such terms and conditions will be set forth in a separate agreement between the town of Fairplay and High Mountain whereby the town of Fairplay agrees to indemnify and hold harmless High Mountain and James R. Murray from work related to the dredge, and agrees to obtain all required permits.

5. The Parties shall dismiss all claims in the Lawsuit, with prejudice, and, other than specified in ¶ 2 above, each party to pay his, hers, or its own attorney fees and costs. The Parties have agreed upon the form of the stipulated dismissal pleading and it is attached hereto as Exhibit B. Plaintiffs' counsel shall file the dismissal pleading within 14 days after High Mountain makes the \$50,000 payment set forth in paragraph 2, above.

6. Plaintiffs, and each of the Plaintiffs, for themselves and their respective heirs, devisees, successors, agents, assigns, members, managers, attorneys, insurers, personal representatives, shareholders, officers, directors, family members and fiduciaries (collectively the "Plaintiff Parties"), release and forever discharge High Mountain and High Mountain's managers, members, employees, agents, insurers, attorneys, representatives, as well as each of the foregoing's successors, predecessors, heirs and assigns (collectively the "Plaintiff Released Parties"), from any and all claims, demands, lawsuits, damages, liabilities, injuries, losses, attorney fees, expert witness fees, expert consultant fees, expenses and costs of any nature whatsoever, whether known or unknown, fixed or contingent, suspected or unsuspected, liquidated or unliquidated, which any of the Plaintiff Parties had or have against any of the Plaintiff Released Parties (collective the "Plaintiff Claims") which arose at any time prior to the date of this Agreement, and which were asserted in the Lawsuit; could have been asserted in the Lawsuit; or that arose from or related to the subject matter of the Lawsuit. The Release provided in this paragraph by the Plaintiff Parties does not apply to any obligations of performance of High Mountain as set forth in this Agreement.

7. High Mountain, for itself and its successors, agents, assigns, members, managers, attorneys, insurers, shareholders, officers, directors, and fiduciaries (collectively the "High Mountain Parties"), release and forever discharge Plaintiffs, and each of the Plaintiffs, and their respective managers, members, employees, agents, insurers, attorneys, representatives, as well as each of the foregoing's successors, predecessors, heirs and assigns (collectively the "High Mountain Released Parties"), from any and all claims, demands, lawsuits, damages, liabilities, injuries, losses, attorney fees, expert witness fees, expert consultant fees, expenses and costs of any nature whatsoever, whether known or unknown, fixed or contingent, suspected or unsuspected, liquidated or unliquidated, which any of the High Mountain Parties had or have against any of the High Mountain Released Parties (collective the "High Mountain Claims") which arose at any time

prior to the date of this Agreement, and which were asserted in the Lawsuit; could have been asserted in the Lawsuit; or that arose from or related to the subject matter of the Lawsuit. The Release provided in this paragraph by the High Mountain Parties does not apply to any obligations of performance of Plaintiffs as set forth in this Agreement.

8. The Parties agree that they have entered into this Agreement for the purpose of compromising a dispute, and in order to avoid the uncertainty and expense of litigation. By entering into the Settlement Agreement, none of the Parties admits any fault or wrongdoing on its part or liability to any other Party.

9. In the event that litigation arises from the non-performance or alleged non-performance of all or part of this Agreement, the court shall award to the substantially prevailing party or parties its or their reasonable costs and attorney fees incurred by it or them in said litigation, from the non-performing party or parties. Venue for any such dispute shall be the District Court in Park County, Colorado, and the Parties agree that such court shall have jurisdiction over the matter. The laws of the State of Colorado shall apply to any such dispute.

10. The Parties acknowledge that this Agreement, including exhibits, contains the full and complete agreement between and among them, and that there are no oral or implied agreements or understandings not specifically set forth herein. Each Party acknowledges that no other Party has made any promise, representation or warranty concerning this Agreement that is not contained herein to induce execution of this Agreement. The Parties agree that no modification to this Agreement may be made except in a writing that is signed by each of the Parties. The Parties agree that the waiver of a breach of a portion of this Agreement shall not be a waiver of a subsequent breach or portion of the Agreement. From time to time and within a reasonable period of time after a request hereunder is made, the Parties agree to execute and deliver any and all further documents and instruments to do all acts that any of the Parties may reasonably request to implement the provisions of this Agreement.

11. Each Party hereby represents, acknowledges, and agrees that:

- a. They have each received advice from independent legal counsel selected by them prior to their execution of this Agreement;
- b. The legal nature and effect of this Agreement has been fully explained to them by such independent counsel;
- c. They fully understand the terms, provisions and ramifications of this Agreement;
- d. They are relying solely upon their own judgment and the advice of their own independent and independently chosen counsel in executing this Agreement;
- e. They have not relied upon any representation or statement of any other Party to this Agreement, any employee or agent of any such Party, or counsel for any other Party in executing this Agreement; and
- f. They are aware that they or their attorneys may, after this Agreement is signed, discover facts different from or in addition to the facts that they or their attorneys now know or believe to be true with respect to the subject matter of this Agreement, but that their intention is to fully and finally release each person or entity released by them, as set forth in this Agreement, from any and all

manner of liabilities and claims which have arisen, are now arising, or may in the future arise in connection with or in any way related to the matters referred to in this Agreement.

12. The individual signing below on behalf of an entity expressly warrants and represents that he or she has the express authority to sign this Agreement on behalf of that Party.

13. If any term or provision of this Agreement is ruled to be illegal or unenforceable, the remaining provisions shall remain in full force and effect, with the illegal or unenforceable provision being treated as if it were never part of this Agreement.

14. This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute a single instrument. This Agreement may be executed by an electronic or other copy of an original signature, with each such copy being deemed an original for all purposes.

15. The Parties each represent and warrant to the other Parties that it/he/she has not assigned any claims released by it/he/she through this Agreement to any other person or entity.

16. Should any provision of this Agreement require interpretation or construction, the parties agree that this Agreement shall be interpreted or construed without any presumption that any provisions of this Agreement are to be strictly enforced against the Party which, itself or through its agents, prepared the Agreement. Instead, it is agreed and acknowledged that the Parties and their respective counsel and other agents have fully and equally participated in the preparation, negotiation, review and approval of all provisions of this Agreement.

[The remainder of this page is intentionally left blank.]

Executed as of the Effective Date.

Pamela Stone, an individual

Twyla Rusan, an individual

M. Jamie Morrow, an individual

The South Park Coalition, Inc., a Colorado nonprofit corporation

By: _____

Its: _____

High Mountain Mining Company, LLC, a Wyoming limited liability company

By: *James R Morrow* *James R Morrow*

Its: *a Limited Liability Partner*

Executed as of the Effective Date.

Pamela L. Stone
Pamela L. Stone (Sep 30, 2024 13:15 MDT)

Pamela Stone, an individual

Twyla Rusan
Twyla Rusan (Oct 5, 2024 18:11 MDT)

Twyla Rusan, an individual

M. Jamie Morrow
M. Jamie Morrow (Oct 5, 2024 09:40 MDT)

M. Jamie Morrow, an individual

The South Park Coalition, Inc., a Colorado nonprofit corporation

By: Phillip T. Doe
Phillip T. Doe (Oct 7, 2024 14:09 MDT)

Its: _____

High Mountain Mining Company, LLC, a Wyoming limited liability company

By: _____

Its: _____

2024-09-20 HMM Settlement Agreement

Final Audit Report

2024-10-07

Created:	2024-09-27
By:	Annmarie Cording (annmarie@weinerccording.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAK_hWk_iMUDzwYM0bIBk0Fob8nLwJDHDXD

"2024-09-20 HMM Settlement Agreement" History

 Document created by Annmarie Cording (annmarie@weinerccording.com)
2024-09-27 - 5:42:12 PM GMT

 Document emailed to judge.kitty@yahoo.com for signature
2024-09-27 - 5:42:29 PM GMT

 Document emailed to leotwy@gmail.com for signature
2024-09-27 - 5:42:30 PM GMT

 Document emailed to morrowfamily.co@gmail.com for signature
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 Document emailed to ptdoe@comcast.net for signature
2024-09-27 - 5:42:30 PM GMT

 Email viewed by leotwy@gmail.com
2024-09-27 - 5:47:31 PM GMT

 Email viewed by judge.kitty@yahoo.com
2024-09-27 - 6:14:00 PM GMT

 Email viewed by morrowfamily.co@gmail.com
2024-09-27 - 8:10:28 PM GMT

 Email viewed by leotwy@gmail.com
2024-09-29 - 6:55:03 AM GMT

 Email viewed by morrowfamily.co@gmail.com
2024-09-29 - 3:20:04 PM GMT

 Email viewed by judge.kitty@yahoo.com
2024-09-30 - 7:13:27 PM GMT





Signer judge.kitty@yahoo.com entered name at signing as Pamela L. Stone

2024-09-30 - 7:15:45 PM GMT



Document e-signed by Pamela L. Stone (judge.kitty@yahoo.com)

Signature Date: 2024-09-30 - 7:15:47 PM GMT - Time Source: server



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2024-10-01 - 0:23:24 AM GMT



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2024-10-01 - 4:09:43 PM GMT



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2024-10-04 - 2:43:34 PM GMT



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2024-10-05 - 8:07:54 AM GMT



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2024-10-05 - 3:46:39 PM GMT



Signer morrowfamily.co@gmail.com entered name at signing as M Jamie Morrow

2024-10-05 - 3:48:22 PM GMT



Document e-signed by M Jamie Morrow (morrowfamily.co@gmail.com)

Signature Date: 2024-10-05 - 3:48:24 PM GMT - Time Source: server



Signer leotwy@gmail.com entered name at signing as Twyla Rusan

2024-10-06 - 0:11:20 AM GMT



Adobe Acrobat Sign



Document e-signed by Twyla Rusan (leotwy@gmail.com)

Signature Date: 2024-10-06 - 0:11:22 AM GMT - Time Source: server



Signer ptdoe@comcast.net entered name at signing as Phillip T. Doe

2024-10-07 - 8:09:57 PM GMT



Document e-signed by Phillip T. Doe (ptdoe@comcast.net)

Signature Date: 2024-10-07 - 8:09:59 PM GMT - Time Source: server



Agreement completed.

2024-10-07 - 8:09:59 PM GMT



PROMISSORY NOTE

U.S. \$ 147,000.00

Denver, Colorado,

Date: 10/2/24

1. FOR VALUE RECEIVED, the undersigned (Borrower) promises to pay Weiner & Cording, a trade name for Law Offices of Randall M. Weiner, P.C., a Colorado corporation (Note Holder) or order, the principal sum of One Hundred Forty Seven Thousand Dollars (U.S. \$ 147,000.00), with interest on the unpaid principal balance from the date that the Settlement Agreement and Mutual Release is final, as defined below, until paid, at the rate of 9 percent per annum. Principal and interest shall be payable at Weiner & Cording, c/o Randall Weiner, 3100 Arapahoe Ave., Suite 202, Boulder, Colorado 80303, or such other place as Note Holder may designate, in payments of N/A Dollars (U.S. \$ N/A), due on the day of each N/A, beginning N/A. Such payments shall continue until the entire indebtedness evidenced by this Note is fully paid; provided, however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on December 31, 2026.
2. Borrower shall not pay to Note Holder any late charge related to any payments to be made under this Note.
3. Payments received for application to this Note shall be applied first to the payment of accrued interest first specified above, and the balance applied in reduction of the principal amount hereof.
4. Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty.
5. The indebtedness evidenced by this Note is not secured.
6. This Promissory Note is agreed to among the Borrower and Note Holder pursuant to the Settlement Agreement and Mutual Release, with an Effective Date of October 2, 2024, attached hereto as Exhibit A and incorporated herein. The Settlement Agreement and Mutual Release becomes final upon the terms and conditions set forth therein, at paragraph 2. If the terms of this Promissory Note conflict with the terms of the Settlement Agreement and Mutual Release, the terms of the Settlement Agreement and Mutual Release shall control.
7. In the event that litigation arises from the non-performance or alleged non-performance of all or part of the Settlement Agreement and Mutual Release, the court shall award to the substantially prevailing party or parties its or their reasonable costs and attorney fees incurred by it or them in said litigation, from the non-performing party or parties. Venue for any such dispute shall be the District Court in Park County, Colorado, and the Parties agree that such court shall have jurisdiction over the matter. The laws of the State of Colorado shall apply to any such dispute.

(CAUTION: SIGN ORIGINAL NOTE ONLY/RETAIN COPY)

Borrower:

High Mountain Mining Company, LLC, a Wyoming limited liability company
Name of Company

By: James R Murray

Its: a Limited Liability Partner

Borrower's address: 2909 S. Shoshone St., Englewood, Colorado 80110

Fairplay Planning Department
 Fairplay Town Hall
 901 Main Street
 Fairplay, Colorado 80440



Fairplay Board of Trustees
 Mayor – Frank Just
 Mayor Pro Tem – Peter Lynn
 Eric Baum
 Ray Douglas
 Josh Voorhis

Town Board of Trustees / Architectural Review Hearing

South Park Health Services District Pharmacy Mixed-Use Building Certificate of Appropriateness – Town Center Zone District 715 Main Street

Hearing Date:	October 21, 2024
Case # and Process:	COA 2024-003 / Certificate of Appropriateness
Owner/Applicant:	South Park Health Services District
Representative:	Same
Location/Legal:	715 Main Street / New Lot 13, Block 8, Town of Fairplay
Zoning/Structure:	Town Center Overlay / Mixed-Use Pharmacy & Residential
Staff Member:	Scot Hunn, Town Planner
Staff Recommendation:	Approval

Staff Report

I. Summary of Request & History or Property:

The Applicant, South Park Health Services District, is requesting a Certificate of Appropriateness at 715 Main Street in the Town Center (TC) Overlay Zone District for a new mixed-use building. The District has provided plans for a new building, with a pharmacy on the street level and two residential units on the second level.

This report focuses on the proposal's conformance with the Town Center Overlay District Design Standards. However, from a zoning perspective, the proposed uses – a retail pharmacy and residential uses associated the business – are both permitted uses in the Town Center Zone District.

II. Summary of Applicable Standards:

The proposed improvements are generally consistent with the Town Center Design Standards which are attached to this report for reference. Per the Design Standards, the following statements of intent are germane 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.

The following sections of the guidelines are applicable to the proposed mixed-use construction:

New Construction (p. 3)

Under "New Construction," the following guidance should be considered:

New construction should complement existing historic buildings. The form, height, exterior materials, and decorative elements of a new building should be compatible with those in the surrounding area.

Site Considerations (p. 3)

The way in which a building is placed on its lot and relates to the neighboring buildings contributes to the visual unity of a historic area.

For example, commercial buildings in historic Fairplay were typically rectangular in form, one to two stories in height, built to the front lot line, and placed on a 25' by 100' lot. Residential buildings were typically set back from the front property line.

Standards

- ***New construction should complement the size, height, and arrangement of the surrounding buildings.***
- ***For new commercial buildings on corner lots, both street-facing walls should be treated as primary facades.***

Staff Response:

The pharmacy building is complimentary in size, height, and arrangement in relation to surrounding buildings and the character of the Town Center Overlay District.

Height and Width (p. 3)

Under “Height and Width,” the following guidance should be considered:

Early commercial buildings in Fairplay were 25 feet wide and had 0 side yard setbacks on the 25-foot-wide lots. Those that occupied multiple lots were broken into 25-foot storefronts. Both masonry buildings and wood frame buildings were one or two stories tall. Log buildings were typically one story in height. Residential buildings were typically narrow allowing them to be built on a 25 foot wide lot.

Standards

- ***Limit building width to 25 feet, or break up a wider building into smaller storefronts of approximately 25 feet.***
- ***Consider the height and width of surrounding buildings.***
- ***Do not dwarf neighboring buildings.***

Staff Response:

The plans show the building with a total width of 56 feet. However, the design shows the front of the building broken up with a 4-foot break in the front wall plane creating two sections – one 30 feet long and the other 26 feet long. The building is shown at just under 29 feet tall, just under the 30-foot maximum height allowed in the Town Center Zone District.

Form and Mass (p. 3)

Under “Form and Mass,” the following guidance should be considered:

Commercial buildings were rectangular in form and built to the front of the lot line to conform to the long, narrow lot. Historic buildings typically were smaller in mass than today's commercial buildings. This smaller size provided a more human scale, accentuated by sidewalks, boardwalks, large display windows and recessed entries that invited pedestrians down the street and into the stores. Residential buildings were typically narrow allowing them to be built on a 25-foot-wide lot with a front setback.

Standards

- ***Use a solid, rectangular form in design of a new building.***
- ***Design a new building so that its mass appears similar to that of the historic structures.***

Staff Response:

The proposal features simple, rectangular forms with a two-story mass that is positioned along the front lot line. The building is complimentary in its design, form, and mass to surrounding buildings and respects the intent of the guidelines and the spirit of historic structures in the Town Center Overlay District.

Placement (p. 4)

Under “Placement,” the following guidance should be considered:

The buildings in the Town Center Overlay District were traditionally placed at the front of the lot line to provide ready pedestrian access. Most were fronted by a sidewalk or boardwalk and a few had a shed-roofed porch. Horses and horse-drawn wagons were tied to hitching rails in front of the building.

Guideline

- *Place a new building to the front of the lot line with the entrance at the front of the building.*

Staff Response:

The plans show the building being located forward on the lot, so the building and the building entrance fronts Main Street, with parking in the rear of the lot.

Architectural Features (p. 5)

Under “Architectural Features,” the following guidance should be considered:

The architectural features of historic commercial and residential buildings reflected both practicality and the popular tastes of the time. Builders selected materials and incorporated roof forms, storefront arrangements, window patterns, and ornamental elements based upon local availability of materials, functional use of the building, and design styles favored elsewhere in Colorado and the United States.

Standards

- *A new building should blend in with its historic counterparts.*
- *A new building should have compatible form, placement, height, and massing.*
- *A new building should include architectural features that complement those on historic buildings.*

Staff Response:

The building design is complimentary and compatible with the surrounding area, and it reflects the character and practicality of historic building design and construction.

Exterior Materials (p. 5):

Under “Exterior Materials,” the following guidance should be considered:

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 proposed materials – the material, texture, and scale - comply with the Guidelines and are respectful of historic building materials, application, and construction found in the Town. Horizontal wood lap siding, board and batten, and metal elements are used in a traditional manner.

Storefronts (p. 6)

Under “Storefronts,” the following guidance should be considered:

Most historic business buildings had a first-floor storefront that consisted of a recessed entry flanked by large windows with panes. Some store windows had kickplates below to protect the glass and transom windows above to allow sunlight into the far rear reaches of stores. New design may reflect contemporary versions of historic features. Some historic buildings had cloth awnings. These provided shelter and shade for pedestrians, reinforced the color scheme of the facade, and sometimes served as a location for signs.

Standards

- *Incorporate large windows with panes on the first floor of your commercial design.*
- *Consider incorporating a recessed entry into your commercial design.*
- *Consider including kickplates and transoms in your design.*
- *Use contemporary versions of historic features, such as cornices or cornice brackets.*
- *Consider including a shed-roofed porch in your new building design if appropriate to the architectural design of the building.*
- *Cloth awnings are allowed, if appropriate to the design of your building.*
- *For new commercial buildings on corner lots, both street-facing elevations should be treated as primary facades.*

Staff Response:

The plans show fairly traditional, contemporary use and sizing of windows and doors.

Windows (p. 7)

Under “Windows,” the following guidance should be considered:

Second story and side windows were typically tall and narrow. Windows on masonry buildings had stone lintels and sills to support the wall load. Window lintels in masonry buildings often had curved tops that were both structural and decorative. Upper stories typically had more wall surface than window openings. New design should complement this traditional arrangement. Residential windows were typically vertical with window lights.

Standards

- *Use tall, narrow windows in the upper stories and side walls of building.*
- *Arrange windows in the upper stories of the front facade in a rhythmic pattern.*
- *The arrangement of upper story windows should have more wall surface than windows.*
- *Consider including contemporary renditions of decorative historic window features such as a pediment or lintel.*
- *Use a contemporary rendition rather than an exact duplicate.*
- *Use divided light patterns in windows that complement the original windows.*

Staff Response:

The plans show the use of more contemporary window patterns, shapes, and sizes. The plans also show “contemporary renditions” of details like headers and sills. While the overall building massing, proportions, detailing, and exterior materials accurately represent historic structures, the one critique staff has is perhaps a missed opportunity to use taller, narrower windows on the second story, and larger window openings facing Main Street to enhance the retail frontage.

Decorative Elements (p. 8)

Under “Decorative Elements,” the following guidance should be considered:

Fairplay's historic buildings have decorative features that complement the architectural styles and tastes of the time. New commercial design can incorporate simplified versions of historic ornamentation.

Standards

- *Include a cornice or parapet treatment in your design of a new commercial building.*
- *Include a false front facade or a roof parapet.*
- *Consider including cornice brackets.*
- *Refrain from creating exact duplicates of historic decorative features.*
- *For a building located on a corner lot, use compatible decorative elements for all street-facing walls.*

Staff Response:

The building design accurately represents historic structures without being an exact replica. The use of traditional materials, including the sizing/dimensions of horizontal and vertical board siding, is appropriate. One element that could add richness to the design would be to include detailing such as cornices, cornice brackets, or other parapet treatment at the front façade along Main Street.

Staff is recommending approval of the Certificate of Appropriateness based on a positive finding for multiple standards and guidelines of the Town Center Overlay District.

III. Summary of UDC Requirements and Town Center 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 South Park Health Services District 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.*

Staff Response:

The proposed mixed-use building at 715 Main Street meets the purpose and intent of the Design Guidelines, specifically:

- *Promote development and building consistent with the policies of the comprehensive plan.*
- *Promote a consistent standard in architectural design and the construction of aesthetically pleasing structures.*
- *Improve the general quality of the historic environment and promote conservation of the historic resources of the Town.*
- *Encourage land uses which are orderly, functionally efficient, healthful and convenient to the historic sections of the Town.*
- *Encourage the development of structures that are compatible within the historic districts.*
- *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 South Park Health Services District mixed-use pharmacy building located at 715 Main Street **meets the Town's criteria and necessary findings and staff recommends approval.**

Suggested Motion to Approve:

In the event the Town Board finds that the proposal meets the standards and findings necessary for 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 for the South Park Health Services District mixed-use building to be located at 715 Main Street within the Town Center Overlay District, because the proposal meets the Town’s criteria and standards for approval, and 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.”

Suggested Motion to Deny:

In the event the Town Board does not find that the proposal meets the standards and findings necessary for approval of 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, deny the application for a Certificate of Appropriateness for the South Park Health Services District mixed-use building located at 715 Main Street within the Town Center Overlay District, because the proposal does not meet one or more of the Town’s criteria and standards for approval.”

Attachments:

- Applicant Submittal Packet
- Design Guidelines

TOWN OF FAIRPLAY

CERTIFICATE OF APPROPRIATENESS

715 MAIN FAIRPLAY, CO 80440

Property Address/Location

NEW LOT 13, BLOCK 8, TOWN OF FAIRPLAY, SECTION 33, TWP 9 SOUTH, RANGE 71 WEST OF THE 6th P.M.

Applicant

South Park Health Service Dist.

Property Owner of Record (if other than Applicant)

South Park Health Service Dist.

Mailing Address

P.O. Box 1253

City, State, Zip

Fairplay CO 80440

Mailing Address

P.O. Box 1253

City, State, Zip

FAIRPLAY, CO 80440

Telephone

7198391586

Email

830csquare@gmail.com

Telephone

7198391586

Email

830csquare@gmail.com

Property Zone District:

Town Center

(Attach additional owners information if necessary)

Provide a brief description of proposed work:

The South Park Health Service District proposes to build a Pharmacy with medical retail on the Lower Level and (2) residential apartments on the Upper Level

**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

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.

N/A

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.

J. Charles Schultz
Applicant Signature

10/09/2024
Date

OFFICE USE ONLY

Date Received _____ By _____ File Number _____

Level of Review Architectural Review Committee
 Town Staff _____

Action Approved as Submitted _____
 Approved with Conditions _____
 Denied _____

Date of Action _____

EQUILIBRIUM
ARCHITECTURE
Inc.
P.O. Box 671
Buena Vista, CO 81211
970.485.0100
www.equilibriumarchitecture.com



FAIRPLAY PHARMACY
AND SUITES
BUILDING PERMIT SET
09.06.2024

EQUILIBRIUM
ARCHITECTURE
|nc.

FAIRPLAY
PHARMACY
& SUITES

LOT 13, BLOCK 8
715 MAIN STREET
FAIRPLAY, CO 81211

PROJECT # 2302

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AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM EQUILIBRIUM ARCHITECTURE.

ISSUE:

PRELIMINARY	03.02.2023
PROGRESS	07.13.2023
PROGRESS	08.22.2023
PROGRESS	09.26.2023
DESIGN DEV.	11.22.2023
PROGRESS	12.24.2023
ENGINEERING	02.26.2024
ENGINEERING	04.12.2024
ENGINEERING	04.24.2024
ENGINEERING	07.23.2024
BUILDING PERMIT	09.06.2024

SITE PLAN

A101

GENERAL PROJECT NOTES

COPYRIGHT:
ALL CONCEPTS, DESIGNS AND BUILDING PLANS PREPARED ARE THE EXCLUSIVE PROPERTY OF EQUILIBRIUM ARCHITECTURE AND SHALL NOT BE USED, DISCLOSED, OR REPRODUCED FOR ANY PURPOSE WITHOUT THEIR WRITTEN CONSENT.

CODES:
THIS PROJECT IS GOVERNED BY THE 2018 INTERNATIONAL BUILDING CODE, AND ASSOCIATED CODES, AS ADOPTED BY THE TOWN OF FAIRPLAY, COLORADO. ALL WORK INCLUDED IN THIS CONTRACT SHALL CONFORM TO ALL NATIONAL, STATE AND LOCAL CODES, REGULATIONS AND ORDINANCES WHICH APPLY TO THIS PROJECT. THE GENERAL CONTRACTOR AND HIS SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS, LICENSES, INSPECTIONS AND APPROVALS. BUILDING AREAS ARE MEASURED FOR CODE PURPOSES ONLY AND SHALL BE RECALCULATED FOR ALL OTHER PURPOSES.

BUILDING IS TO BE OF TYPE V CONSTRUCTION.
LOWER LEVEL PHARMACY AND RETAIL ARE OCCUPANCY CLASS II.
UPPER LEVEL APARTMENTS ARE OCCUPANCY CLASS III.
FLOOR/CEILING SEPARATION REQUIRED TO BE 2 HOUR UNLESS LOWER LEVEL IS SPRINKLERED.
IF LOWER LEVEL IS SPRINKLERED THEN FLOOR/CEILING SEPARATION IS REQUIRED TO BE 1 HOUR.
UPPER LEVEL APARTMENTS ARE REQUIRED TO BE SPRINKLERED.
1 HOUR PARTY WALL SEPARATION REQUIRED BETWEEN APARTMENTS ON UPPER LEVEL.

WORKMANSHIP:
IT IS THE INTENT OF THESE DRAWINGS THAT THE CONTRACTOR AND EACH SUBCONTRACTOR PROVIDE ALL LABOR, MATERIALS, TRANSPORTATION, SUPPLIES, EQUIPMENT, ETC., TO OBTAIN A COMPLETE JOB WITHIN THE RECOGNIZED STANDARDS OF THE INDUSTRY. SUBSTITUTION OF EQUIPMENT/MATERIALS WILL BE ACCEPTABLE ONLY WITH THE OWNER'S APPROVAL.

FIELD VERIFICATION:
EXISTING CONDITIONS OF DRAWINGS ARE BASED ON INFORMATION SUPPLIED BY OWNER. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, ETC., INCLUDING, BUT NOT LIMITED TO, PROPERTY BOUNDARIES, BUILDING SETBACKS, AND SITE SLOPES, AND UTILITY LOCATIONS ON SITE PRIOR TO COMMENCEMENT OF WORK. IMMEDIATELY NOTIFY EQUILIBRIUM ARCHITECTURE OF ANY CONFLICTS OR DISCREPANCIES DISCOVERED IN THE DRAWINGS.

DISCREPANCIES:
THE OWNER HAS CONTRACTED FOR DESIGN SERVICES THAT COMPREHENSIVELY INCLUDE UNITED ARCHITECTURAL AND ENGINEERING DETAILS. IN THE EVENT THAT ADDITIONAL CLARIFICATION IS NEEDED BY ANY SUBCONTRACTOR FOR CONSTRUCTION OF ANY ASPECT OF THE PROJECT, HE SHALL IMMEDIATELY NOTIFY THE GENERAL CONTRACTOR TO DISCUSS THE MATTER AND COORDINATE WITH THE ARCHITECT. FAILURE TO OBTAIN THE ARCHITECT'S NOTICE SHALL RELIEVE EQUILIBRIUM ARCHITECTURE OF ANY CONFLICTS OR DISCREPANCIES IN QUESTION. DO NOT PROCEED IN AREA OF DISCREPANCY UNTIL A SUCH MATTER HAS BEEN FULLY RESOLVED.

SCOPE OF WORK:
IT IS THE INTENT AND MEANING OF THESE DOCUMENTS THAT THE GENERAL CONTRACTOR AND HIS OTHER SUBCONTRACTORS SHALL PROVIDE ALL LABOR, MATERIALS, TRANSPORTATION, EQUIPMENT, AND THE USE TO PROVIDE A COMPLETE AND WORKMANLIKE, WELL-MAINTAINED JOB FOR THE RESIDENTIAL AND CUSTOMARY STANDARDS OF THE INDUSTRY, AND SHALL BE RESPONSIBLE FOR ADHERENCE TO ALL MANUFACTURER'S INSTALLATION REQUIREMENTS, INSTRUCTIONS AND RECOMMENDATIONS. ALL ITEMS AND WORK SHOWN IN THESE CONSTRUCTION DOCUMENTS SHALL BE PROVIDED AND INSTALLED BY THE GENERAL CONTRACTOR OR HIS OTHER SUBCONTRACTORS UNLESS NOTED AS EXCEPT. IF OWNER, OR NOT IN CONTRACT WITH US IN THESE DOCUMENTS, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF ALL WORK AND SCHEDULE, PER STANDARD PRACTICE. COORDINATION OF ALL REQUIRED BUILDINGS, INSURANCE, AND THE USE OF ALL GENERAL AND SUBCONTRACTOR TRADES SHALL BE PERFORMED BY THE GENERAL CONTRACTOR.

CHANGES TO THE SCOPE OF WORK:
SUBSTITUTION OF EQUIPMENT/PRODUCTS WILL BE ACCEPTABLE ONLY WITH THE WRITTEN APPROVAL OF THE OWNER OR ARCHITECT. IF THE CONTRACTOR DESIRES ANY CHANGES WHICH MAY SIGNIFICANTLY IMPACT THE PROJECT BUDGET OR SCHEDULE, HE SHALL SUBMIT A WRITTEN CHANGE ORDER REQUEST PRIOR TO COMMENCEMENT OF SUCH WORK. PERFORMANCE OF SUCH WORK WITHOUT APPROVAL BY CHANGE ORDER SHALL INDICATE THE CONTRACTOR'S ACKNOWLEDGEMENT OF NO INCREASE IN CONTRACT (GROSS) OR COMPENSATION DUE TO SUCH CHANGE. CHANGES FROM THE CONTRACT DOCUMENTS MADE WITHOUT THE ARCHITECT'S APPROVAL ARE UNAUTHORIZED AND SHALL RELIEVE THE ARCHITECT OF ALL RESPONSIBILITY FOR CONSEQUENCES ARISING FROM SUCH CHANGES.

DIMENSIONS:
LARGEST DIMENSIONS ALWAYS TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWINGS. IF AN DIMENSIONS ARE TO THE FACE OF FRAMING MEMBERS, FACE OF WOOD TURNING, FACE OF CONCRETE WALLS, CENTER OF EXCAVATIONS, OR CENTER OF STEEL FRAMING MEMBERS, UNLESS NOTED OTHERWISE. ELEVATION OR BUILDING SECTION DIMENSIONS INDICATE TOP OF FINISHED FLOOR, UNLESS NOTED OTHERWISE. TO FINISHES, DOOR OPENINGS TO BE 1/2" FROM ADJACENT WALL BY WOOD FRAMING, BY FROM ADJACENT WALL BY CONCRETE, OR CENTERED IN WALL AS NOTED ON DOOR PLANS. ALL INTERIOR WALLS SHALL BE DRYWALL FROM FLOOR ELEVATION TO UNDERSIDE OF STRAP JOIST ABOVE UNLESS OTHERWISE NOTED. INSTALL BUILDINGS BEHIND ALL FINISHED APPLIED ROOFING, TRIM, GRASS, GRASS, EQUIPMENT, AND ACCESSORIES WHEN INSTALLED ON STEEL WALLS. VERIFY ALL DIMENSIONS SHOWN PRIOR TO BEGINNING ANY WORK AND NOTIFY EQUILIBRIUM ARCHITECTURE OF ANY CONFLICTS OR DISCREPANCIES FOR INTERPRETATION OR CLARIFICATION.

CONSTRUCTION SAFETY:
THESE DRAWINGS DO NOT INCLUDE THE NECESSARY GUIDELINES FOR CONSTRUCTION SAFETY. THE GENERAL CONTRACTOR SHALL PROVIDE FOR WORKERS SAFETY, CARE OF UTILITIES AND ADJACENT PROPERTIES DURING CONSTRUCTION, AND SHALL COMPLY WITH COUNTY, STATE, AND FEDERAL SAFETY REGULATIONS.

SITE LAYOUT:
MAJOR SITE DESIGN DIMENSIONS ARE NOTED IN THE DOCUMENTS. LAYOUT OF ALL EXISTING DRIVEWAYS, ALLEYS, AND THE LIKE SHALL BE STAKED IN THE FIELD BASED ON SITE PLAN INFORMATION. ARCHITECT AND CONSULTANTS OR OWNER SHALL REVIEW AND APPROVE ALL LAYOUTS IN THE FIELD PRIOR TO COMMENCEMENT OF SAID WORK.

EXCAVATION PROCEDURES:
UPON COMPLETION OF ANY EXCAVATION, IT IS RECOMMENDED THAT THE OWNER SHALL RETAIN A SOILS ENGINEER TO INSPECT AND REPORT THE SUBSURFACE CONDITIONS IN ORDER TO DETERMINE THE ADEQUACY OF FOUNDATION DESIGN.

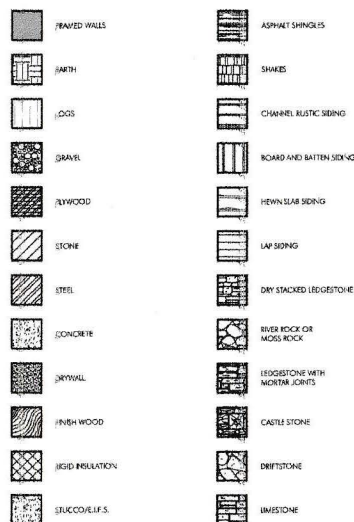
FIELD CUTTING OF STRUCTURAL MEMBERS:
THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL FIELD COORDINATE AND OBTAIN APPROVAL FROM THE STRUCTURAL ENGINEER OF RECORD PRIOR TO ANY CUTTING, NOTCHING OR DRILLING OF ANY CAST-IN-PLACE CONCRETE, STEEL FRAMING, ENGINEERED LAMBER OR ANY OTHER MEMBERS WHICH MAY AFFECT THE INTEGRITY OF THE STRUCTURE. REFER TO 2018 INTERNATIONAL BUILDING CODE, MANUFACTURER'S OR SUPPLIER'S INSTRUCTIONS, AND STRUCTURAL DRAWINGS FOR POSSIBLE ADDITIONAL REQUIREMENTS.

WEATHER CONDITIONS:
IT IS HEAVILY RECOMMENDED THAT DUE TO POSSIBLE WEATHER CONDITIONS, THE OWNER MUST MAINTAIN ROOF AND DECK SURFACES READILY FREE OF ICE AND SNOW. INSTALLATION OF ANY ROOF COVERINGS, ROOFING MEMBRANES, FLASHINGS AND FLASHINGS SHALL BE APPROVED IN WRITING BY THE PROJECT MANUFACTURER OR THE GRANTS FOR FLUENTS & WATER SHEDS, ETC. PRIOR TO BEGINNING ANY WORK. FAILURE TO PROVIDE THIS WRITTEN DOCUMENTATION REMOVES ALL RESPONSIBILITY FOR THE WORK FROM EQUILIBRIUM ARCHITECTURE.

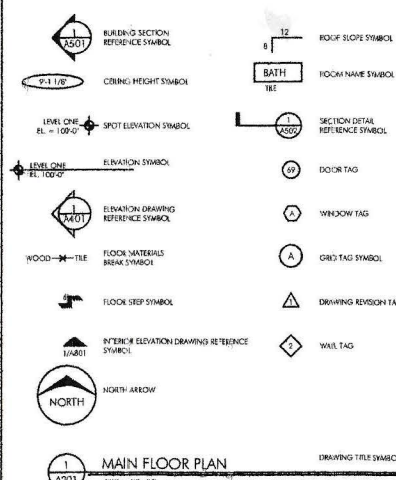
MECHANICAL PLUMBING/ELECTRICAL:
REFER TO MECHANICAL/PLUMBING/ELECTRICAL DOCUMENTS FOR MECHANICAL REQUIREMENTS.

NOT ALL LIGHT FIXTURES ARE SHOWN ON EXTERIOR ELEVATIONS. REFER TO ELECTRICAL AND ARCHITECTURAL DRAWINGS FOR LIGHTING HEIGHTS AND SETTING BLOCK DETAILS.

MATERIALS



SYMBOLS



ABBREVIATIONS

AC - Air Conditioning AD - Architectural Detail AE - Architectural Element AF - Architectural Finish AG - Architectural Group AH - Architectural Hardware AI - Architectural Interior AJ - Architectural Joinery AK - Architectural Kitchens AL - Architectural Lobbies AM - Architectural Materials AN - Architectural Notes AO - Architectural Office AP - Architectural Plans AQ - Architectural Quality AR - Architectural Rooms AS - Architectural Sections AT - Architectural Tables AU - Architectural Units AV - Architectural Vents AW - Architectural Windows AX - Architectural X-sections AY - Architectural Y-sections AZ - Architectural Z-sections BA - Building Area BB - Building Base BC - Building Code BD - Building Detail BE - Building Element BF - Building Finish BG - Building Group BH - Building Hardware BI - Building Interior BJ - Building Joinery BK - Building Kitchens BL - Building Lobbies BM - Building Materials BN - Building Notes BO - Building Office BP - Building Plans BQ - Building Quality BR - Building Rooms BS - Building Sections BT - Building Tables BU - Building Units BV - Building Vents BW - Building Windows BX - Building X-sections BY - Building Y-sections BZ - Building Z-sections CA - Construction Area CB - Construction Base CC - Construction Code CD - Construction Detail CE - Construction Element CF - Construction Finish CG - Construction Group CH - Construction Hardware CI - Construction Interior CJ - Construction Joinery CK - Construction Kitchens CL - Construction Lobbies CM - Construction Materials CN - Construction Notes CO - Construction Office CP - Construction Plans CQ - Construction Quality CR - Construction Rooms CS - Construction Sections CT - Construction Tables CU - Construction Units CV - Construction Vents CW - Construction Windows CX - Construction X-sections CY - Construction Y-sections CZ - Construction Z-sections DA - Design Area DB - Design Base DC - Design Code DD - Design Detail DE - Design Element DF - Design Finish DG - Design Group DH - Design Hardware DI - Design Interior DJ - Design Joinery DK - Design Kitchens DL - Design Lobbies DM - Design Materials DN - Design Notes DO - Design Office DP - Design Plans DQ - Design Quality DR - Design Rooms DS - Design Sections DT - Design Tables DU - Design Units DV - Design Vents DW - Design Windows DX - Design X-sections DY - Design Y-sections DZ - Design Z-sections EA - Electrical Area EB - Electrical Base EC - Electrical Code ED - Electrical Detail EE - Electrical Element EF - Electrical Finish EG - Electrical Group EH - Electrical Hardware EI - Electrical Interior EJ - Electrical Joinery EK - Electrical Kitchens EL - Electrical Lobbies EM - Electrical Materials EN - Electrical Notes EO - Electrical Office EP - Electrical Plans EQ - Electrical Quality ER - Electrical Rooms ES - Electrical Sections ET - Electrical Tables EU - Electrical Units EV - Electrical Vents EW - Electrical Windows EX - Electrical X-sections EY - Electrical Y-sections EZ - Electrical Z-sections FA - Foundation Area FB - Foundation Base FC - 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General Windows GX - General X-sections GY - General Y-sections GZ - General Z-sections HA - Heating Area HB - Heating Base HC - Heating Code HD - Heating Detail HE - Heating Element HF - Heating Finish HG - Heating Group HH - Heating Hardware HI - Heating Interior HJ - Heating Joinery HK - Heating Kitchens HL - Heating Lobbies HM - Heating Materials HN - Heating Notes HO - Heating Office HP - Heating Plans HQ - Heating Quality HR - Heating Rooms HS - Heating Sections HT - Heating Tables HU - Heating Units HV - Heating Vents HW - Heating Windows HX - Heating X-sections HY - Heating Y-sections HZ - Heating Z-sections IA - Insulation Area IB - Insulation Base IC - Insulation Code ID - Insulation Detail IE - Insulation Element IF - Insulation Finish IG - Insulation Group IH - Insulation Hardware II - Insulation Interior IJ - Insulation Joinery IK - Insulation Kitchens IL - Insulation Lobbies IM - Insulation Materials IN - Insulation Notes IO - Insulation Office IP - Insulation Plans IQ - Insulation Quality IR - Insulation Rooms IS - Insulation Sections IT - Insulation Tables IU - Insulation Units IV - Insulation Vents IW - Insulation Windows IX - Insulation X-sections IY - Insulation Y-sections IZ - Insulation Z-sections JA - Joinery Area JB - Joinery Base JC - Joinery Code JD - Joinery Detail JE - Joinery Element JF - Joinery Finish JG - Joinery Group JH - Joinery Hardware JI - Joinery Interior JJ - Joinery Joinery JK - Joinery Kitchens JL - Joinery Lobbies JM - Joinery Materials JN - Joinery Notes JO - Joinery Office JP - Joinery Plans JQ - Joinery Quality JR - Joinery Rooms JS - Joinery Sections JT - Joinery Tables JU - Joinery Units JV - Joinery Vents JW - Joinery Windows JX - Joinery X-sections JY - Joinery Y-sections JZ - Joinery Z-sections KA - Kitchen Area KB - Kitchen Base KC - Kitchen Code KD - Kitchen Detail KE - Kitchen Element KF - Kitchen Finish KG - Kitchen Group KH - Kitchen Hardware KI - Kitchen Interior KJ - Kitchen Joinery KK - Kitchen Kitchens KL - Kitchen Lobbies KM - Kitchen Materials KN - Kitchen Notes KO - Kitchen Office KP - Kitchen Plans KQ - Kitchen Quality KR - Kitchen Rooms KS - Kitchen Sections KT - Kitchen Tables KU - Kitchen Units KV - Kitchen Vents KW - Kitchen Windows KX - Kitchen X-sections KY - Kitchen Y-sections KZ - Kitchen Z-sections LA - Lobbies Area LB - Lobbies Base LC - Lobbies Code LD - Lobbies Detail LE - Lobbies Element LF - Lobbies Finish LG - Lobbies Group LH - Lobbies Hardware LI - Lobbies Interior LJ - Lobbies Joinery LK - Lobbies Kitchens LL - Lobbies Lobbies LM - Lobbies Materials LN - Lobbies Notes LO - Lobbies Office LP - Lobbies Plans LQ - Lobbies Quality LR - Lobbies Rooms LS - Lobbies Sections LT - Lobbies Tables LU - Lobbies Units LV - Lobbies Vents LW - Lobbies Windows LX - Lobbies X-sections LY - Lobbies Y-sections LZ - Lobbies Z-sections MA - Materials Area MB - Materials Base MC - Materials Code MD - Materials Detail ME - Materials Element MF - Materials Finish MG - Materials Group MH - Materials Hardware MI - Materials Interior MJ - Materials Joinery MK - Materials Kitchens ML - Materials Lobbies MM - Materials Materials MN - Materials Notes MO - Materials Office MP - Materials Plans MQ - Materials Quality MR - Materials Rooms MS - Materials Sections MT - Materials Tables MU - Materials Units MV - Materials Vents MW - Materials Windows MX - Materials X-sections MY - Materials Y-sections MZ - Materials Z-sections NA - Notes Area NB - Notes Base NC - Notes Code ND - Notes Detail NE - Notes Element NF - Notes Finish NG - Notes Group NH - Notes Hardware NI - Notes Interior NJ - Notes Joinery NK - Notes Kitchens NL - Notes Lobbies NM - Notes Materials NN - Notes Notes NO - Notes Office NP - Notes Plans NQ - Notes Quality NR - Notes Rooms NS - Notes Sections NT - Notes Tables NU - Notes Units NV - Notes Vents NW - Notes Windows NX - Notes X-sections NY - Notes Y-sections NZ - Notes Z-sections OA - Office Area OB - Office Base OC - Office Code OD - Office Detail OE - Office Element OF - Office Finish OG - Office Group OH - Office Hardware OI - Office Interior OJ - Office Joinery OK - Office Kitchens OL - Office Lobbies OM - Office Materials ON - Office Notes OO - Office Office OP - Office Plans OQ - Office Quality OR - Office Rooms OS - Office Sections OT - Office Tables OU - Office Units OV - Office Vents OW - Office Windows OX - Office X-sections OY - Office Y-sections OZ - Office Z-sections PA - Plans Area PB - Plans Base PC - Plans Code PD - Plans Detail PE - Plans Element PF - Plans Finish PG - Plans Group PH - Plans Hardware PI - Plans Interior PJ - Plans Joinery PK - Plans Kitchens PL - Plans Lobbies PM - Plans Materials PN - Plans Notes PO - Plans Office PP - Plans Plans PQ - Plans Quality PR - Plans Rooms PS - Plans Sections PT - Plans Tables PU - Plans Units PV - Plans Vents PW - Plans Windows PX - Plans X-sections PY - Plans Y-sections PZ - Plans Z-sections QA - Quality Area QB - Quality Base QC - Quality Code QD - Quality Detail QE - Quality Element QF - Quality Finish QG - 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FAIRPLAY
 PHARMACY
 & SUITES

LOT 13, BLOCK 8
 715 MAIN STREET
 FAIRPLAY, CO 81211

PROJECT # 2302

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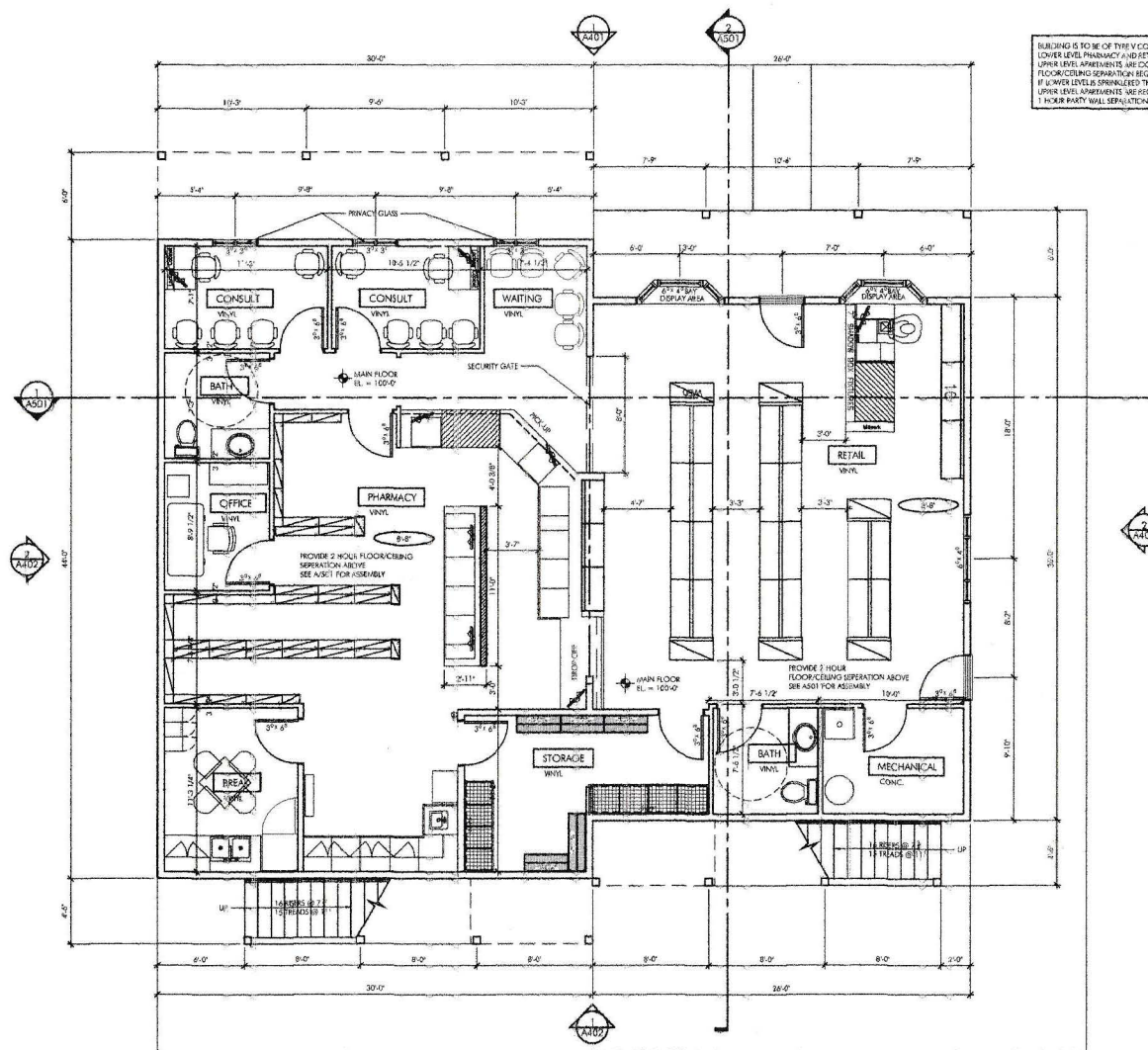
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BUILDING PERMIT	09.06.2024

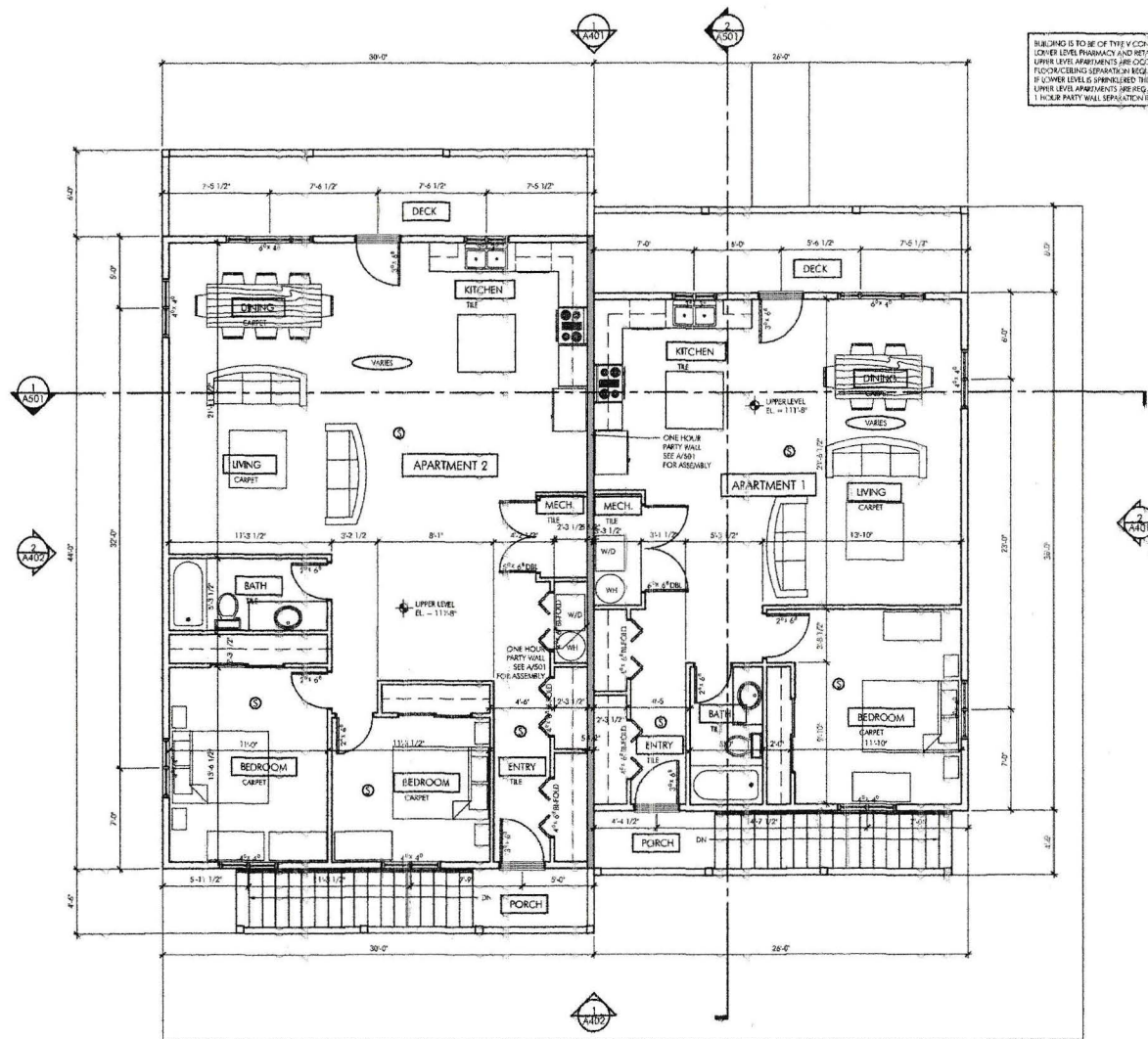
PHARMACY
 MAIN FLOOR PLAN

A201

BUILDING IS TO BE OF TYPE V CONSTRUCTION
 LOWER LEVEL PHARMACY AND RETAIL ARE OCCUPANCY CLASS A1
 UPPER LEVEL APARTMENTS ARE OCCUPANCY CLASS R2
 FLOORCEILING SEPARATION REQUIRED TO BE 2 HOUR UNLESS LOWER LEVEL IS SPRINKLERED
 IF LOWER LEVELS SPRINKLERED THEN FLOORCEILING SEPARATION IS REQUIRED TO BE 1 HOUR
 UPPER LEVEL APARTMENTS ARE REQUIRED TO BE SPRINKLERED
 1 HOUR PARTY WALL SEPARATION REQUIRED BETWEEN APARTMENTS ON UPPER LEVEL



1
 A201
 PHARMACY MAIN FLOOR PLAN
 SCALE: 1/8" = 1'-0"



FAIRPLAY
PHARMACY
& SUITES

LOT 13, BLOCK 8
715 MAIN STREET
FAIRPLAY, CO 81211

PROJECT # 2302

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ISSUE:

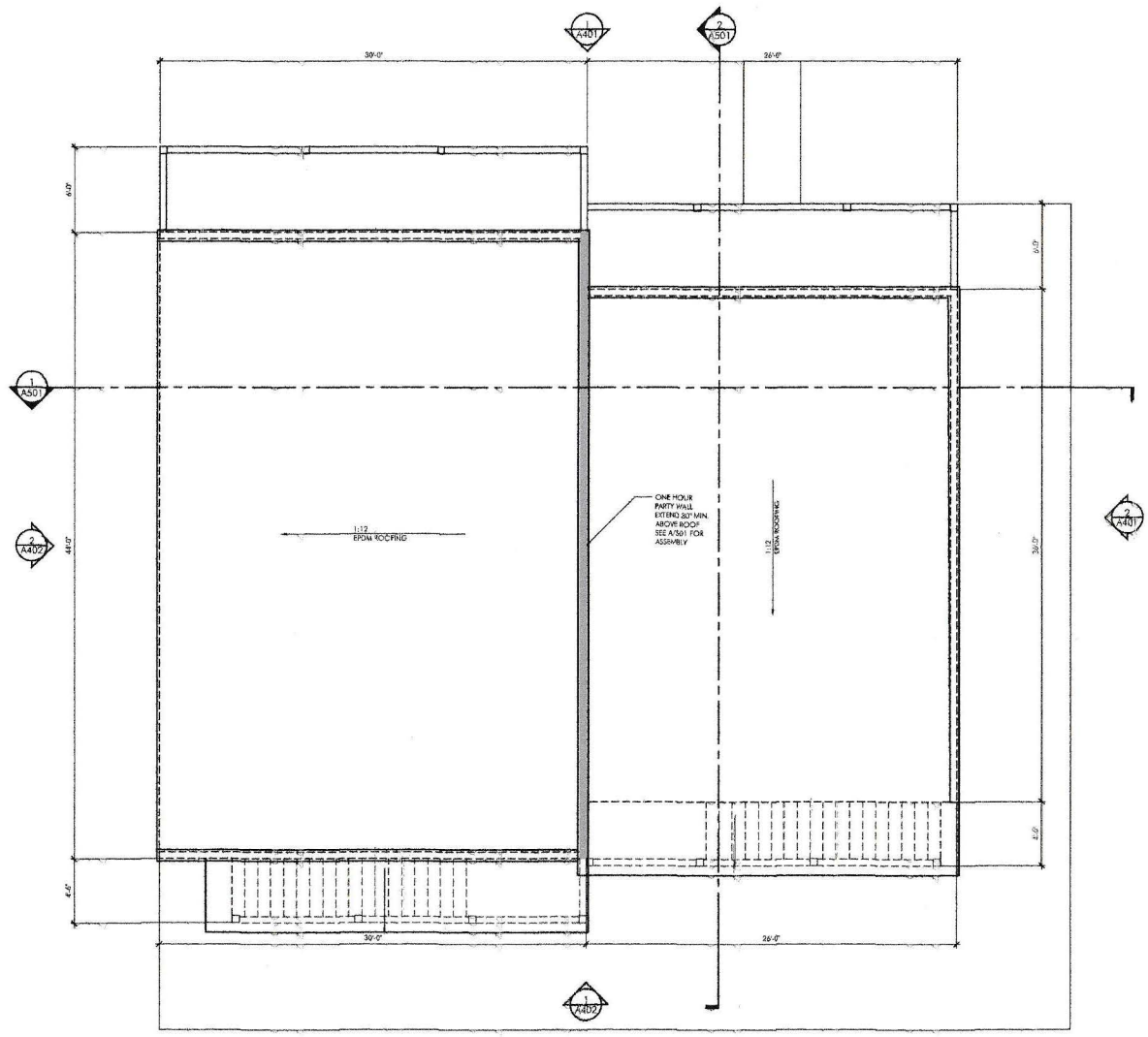
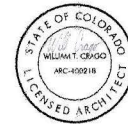
PRELIMINARY	07.27.2022
PROGRESS	07.18.2023
PROGRESS	08.22.2023
PROGRESS	09.26.2023
DESIGN DEV.	11.22.2023
PROGRESS	12.26.2023
ENGINEERING	03.25.2024
ENGINEERING	04.12.2024
ENGINEERING	06.26.2024
ENGINEERING	07.23.2024
BUILDING PERMIT	09.06.2024

SUITES
UPPER FLOOR PLAN

A202

1
A202 SUITES UPPER FLOOR PLAN
SCALE: 1/8" = 1'-0"

FORUM
ARCHITECTURE
P.C. Box 671
Buena Vista, CO 81211
970.485.0160
www.forumarchitecture.com



FAIRPLAY
PHARMACY
& SUITES

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ISSUE:

PRELIMINARY	07.21.2012
PROGRESS	07.13.2013
PROGRESS	08.22.2013
PROGRESS	09.16.2013
DESIGN DEV.	11.22.2013
PROGRESS	12.26.2013
ENGINEERING	03.25.2014
ENGINEERING	04.12.2014
ENGINEERING	06.25.2014
ENGINEERING	07.23.2014
BUILDING PERMIT	09.06.2014

ROOF PLAN

A301

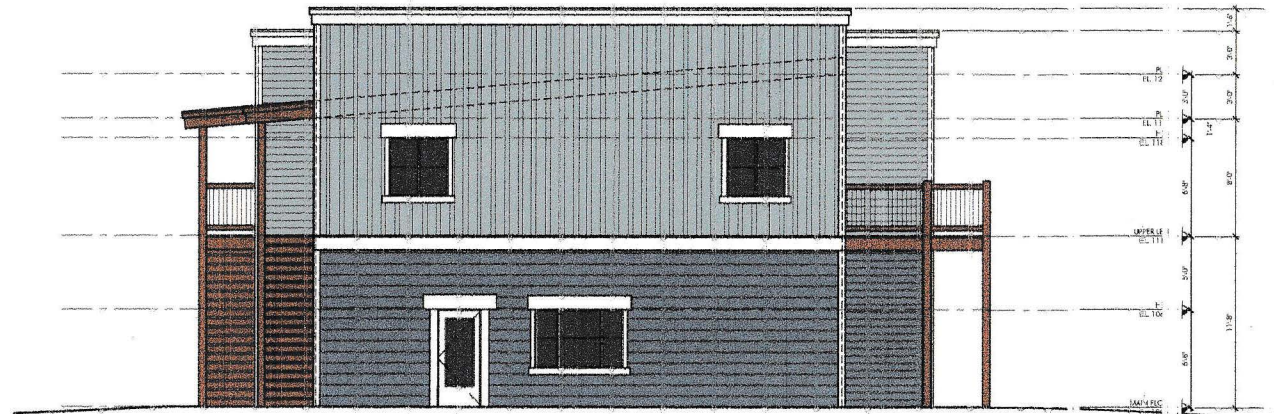
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A301 ROOF PLAN
SCALE: 1/4" = 1'-0"



1 ELEVATION
A401

EXTERIOR MATERIALS SCHEDULE			
TAG	ITEM	MATERIAL	COLOR
101	SHINGLES	NO. 1	WHITE
102	FLASHING	EPDM	
103	DRY EDGE	QUARTZ FIBER REINFORCED	MATCH FASCIA
104	FASCIA	2x6, 1" CEDAR	DARK BROWN
105	SIDING	1x6, 1" BLUE & GRAY (UPPER 1/2 TO 5/8")	CLEAR SEASIDE
106	HORIZONTAL SIDING	UPPER 1/2 TO 5/8" (UPPER 1/2 TO 5/8")	RAISED BLUE
107	VERTICAL SIDING	4x8, 1" (UPPER 1/2 TO 5/8")	SUNBATH BLUE
108	SHAKE SIDING	NO. 1	
109	DOOR/SWITCHES	WOOD WITH METAL GLASSING	WHITE
110	DOOR/WINDOW TRIM	UPPER 1/2 TO 5/8" (UPPER 1/2 TO 5/8")	SIMILAR TO SIDING
111	DOOR/WINDOW TRIM	UPPER 1/2 TO 5/8" (UPPER 1/2 TO 5/8")	SIMILAR TO SIDING
112	PAINT	NO. 1	
113	TRIMMER	2x6, 1" (UPPER 1/2 TO 5/8")	DARK BROWN
114	SHINGLES	NO. 1	
115	POSTS & RAILS	NO. 1	
116	STOVE	NO. 1	
117	CHIMNEY	NO. 1	
118	CHIMNEY	NO. 1	
119	CHIMNEY	NO. 1	
120	CHIMNEY	NO. 1	

NOTES:
IN THE CASE OF ANY REFERENCES BETWEEN THE INFORMATION ON THIS SCHEDULE AND OTHER DOCUMENTS, THE INFORMATION ON THIS SCHEDULE SHALL PREVAIL.
BROWNE 2x2, 1" EN. 1" NO. 1 NAILERS @ ALL CORNERS 1" WALLS WITH OVER 12" CO. 1" STR. ABOVE PHOTOGRAPH GRADE.
ALL FLASHING, VENT. 1" YES, ROOF TOP MECHAN. EQUIPMENT, UTILITY BORE 1" 1" SIMILAR ITEMS SHALL BE PAINTED TO MATCH 1/2 CENT PORTION OF BLUE 1/2 UNLESS OTHERWISE NOTED ASH ABOVE ALL OTHERS.
TYPICAL SIDEWALK 1" 1" VOL. ICE & WATER SHIELD 1" TERT UP WALL, VENT. INTO 1" VENT. METAL FLASHING 1" 1" CALL AT ALL SIDEWALK CORNERS.



2 ELEVATION
A401

FAIRPLAY
PHARMACY
& SUITES

LOT 13, BLOCK 8
715 MAIN STREET
FAIRPLAY, CO 81211

PROJECT # 2202

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ISSUE:

PRELIMINARY	07.21.2022
REVISIONS	07.13.2022
REVISIONS	08.22.2022
REVISIONS	09.26.2022
DISPATCH COPY	11.22.2022
REVISIONS	12.23.2022
REVISIONS	02.25.2023
REVISIONS	04.12.2023
REVISIONS	06.25.2023
REVISIONS	07.21.2023

ELEVATIONS

A401



1 ELEVATION
SCALE: 1/8" = 1'-0"

TAG	ITEM	MATERIAL	COLOR
E-01	SHINGLE ROOF:	NONE	-
E-02	EYEW ROOF:	EPDM	WHITE
E-03	DRIP EDGE:	GAUZHIZED STEEL	MATCH FASCIA
E-04	FASCIA:	2X6, 2X12 CEDAR	DARK BROWN
E-05	SOFFIT:	1x6 TONGUE & GROOVE (RUN PARALLEL TO FASCIA)	CLEAR SEALER
E-06	HORIZONTAL SIDING:	1/2 SHAWNEE WOOD TEXTURE	KUMBI BLUE
E-07	VERTICAL SIDING:	4X6 PANELS WITH 1X3 CEDAR BATTENS	SUMMIT BLUE
E-08	SHAKE SIDING:	NONE	-
E-09	DOORS/WINDOWS:	WOOD WITH METAL CLADDING	WHITE
E-10	DOOR/WINDOW TRIM:	1/2 SHAWNEE TRIM	SIMILAR TO SIDING
E-11	CORNER TRIM:	1/2 SHAWNEE CLADDING TRIM	SIMILAR TO SIDING
E-12	FRIZE BOARD:	NONE	-
E-13	TRUSS BRACKETS/TRUSSES:	6X6 ROUGH FIR	DARK BROWN
E-14	DECORATIVE EXPOSED BEAMS, POSTS, & RASERS:	PER STRUCTURAL	DARK BROWN
E-15	PATIOS:	NONE	-
E-16	STONE VENEER:	NONE	-
E-17	CAP @ STONE VENEER:	NONE	-
E-18	GARAGE DOOR SIDING:	NONE	-
E-19	PORCH CEILING:	1x6 TONGUE & GROOVE	CLEAR SEALER
E-20	DECKS:	2X6 REDWOOD	TRANSPARENT SEALANT

NOTES:
 IN THE CASE OF ANY DISCREPANCIES BETWEEN THIS SCHEDULE AND OTHER CONTRACT DOCUMENTS, THE INFORMATION ON THIS SCHEDULE SHALL TAKE PRECEDENCE.
 PROVIDE 2x2 P.T. ENCASED NAILING @ ALL CONCRETE WALLS WITH OVER 12" CONCRETE ABOVE PROPOSED GRADE.
 ALL FLASHING, VENTS, FUELS, ROOFTOP MECHANICAL EQUIPMENT, UTILITY BODIES, AND SIMILAR DEVS SHALL BE PAINTED TO MATCH ADJACENT PORTION OF BUILDING UNLESS OTHERWISE NOTED. FLASH ABOVE ALL OPENINGS.
 TYPICAL SIDEWALL FLASHING: ICE & WATER SHIELD 2x4 VERT. UP WALL, WRAP INTO OPENINGS, MEAN FLASHING EXPOSED @ UP WALL, TYPICAL AT ALL SIDEWALL CONDITIONS.



2 ELEVATION
SCALE: 1/8" = 1'-0"

FAIRPLAY
PHARMACY
& SUITES

LOT 13, BLOCK 8
715 MAIN STREET
FAIRPLAY, CO 81211

PROJECT # 2202

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ISSUE:

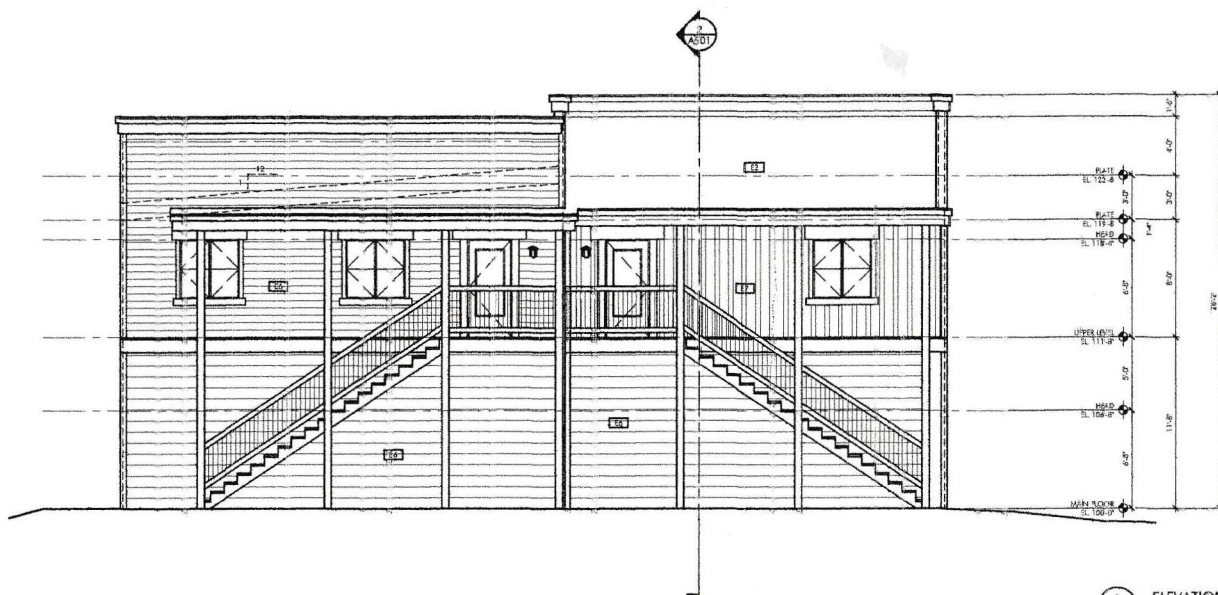
PREPARED BY	07.21.2023
PROJECT NO.	07.13.2023
PROJECT NAME	08.22.2023
PROGRESS	09.24.2023
DESIGN DEV.	11.22.2023
PROGRESS	12.26.2023
PHOTOGRAPHY	02.25.2024
ENGINEERING	04.12.2024
ENGINEERING	08.24.2024
ENGINEERING	07.23.2024
BUILDING PERMIT	09.04.2024

ELEVATIONS

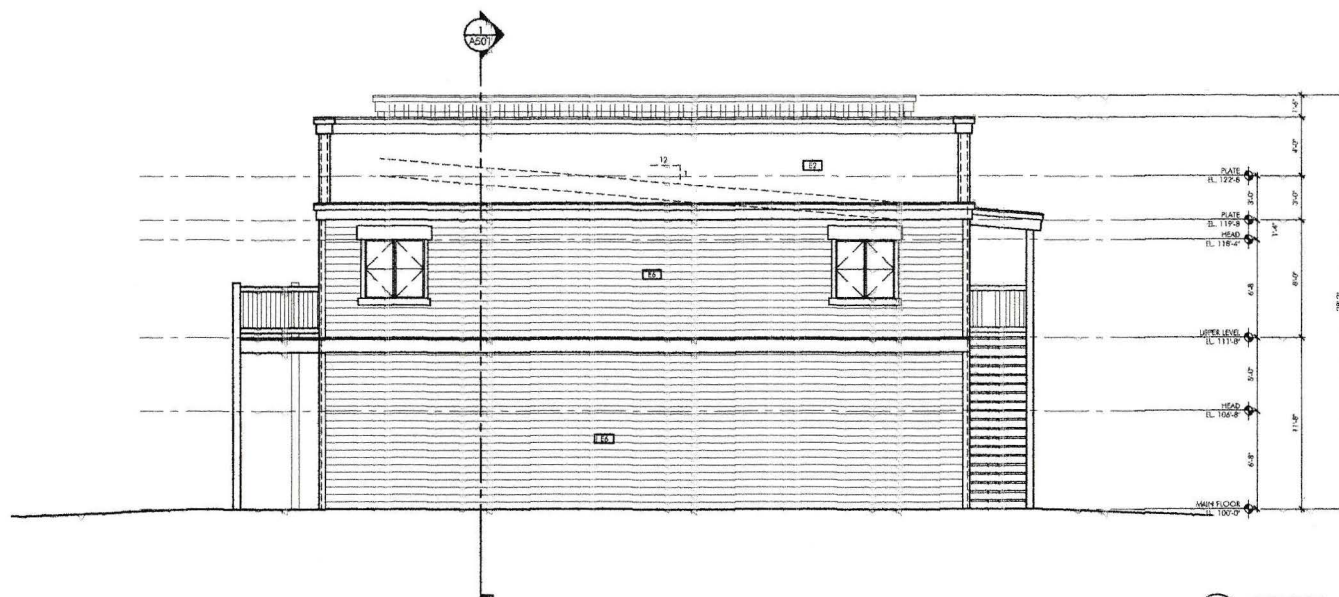
A401



P.O. Box 471
Buena Vista, CO 81211
970.485.0100
www.equilibriumarchitecture.com



1 ELEVATION
A402



2 ELEVATION
A402

FAIRPLAY PHARMACY & SUITES

LOT 13, BLOCK 8
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PROJECT # 2300

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ISSUE:

PRELIMINARY	07.31.2023
PROPOSED	07.13.2023
PROPOSED	08.22.2023
PROPOSED	09.26.2023
DESIGN BUD.	11.22.2023
PROPOSED	12.26.2023
PROPOSED	03.25.2024
PROPOSED	04.12.2024
PROPOSED	06.28.2024
PROPOSED	07.23.2024
BUILDING PERMIT	09.06.2024

ELEVATIONS

A402

FAIRPLAY
PHARMACY
& SUITES

LOT 13, BLOCK 8
715 MAIN STREET
FAIRPLAY, CO 81211

PROJECT # 2202

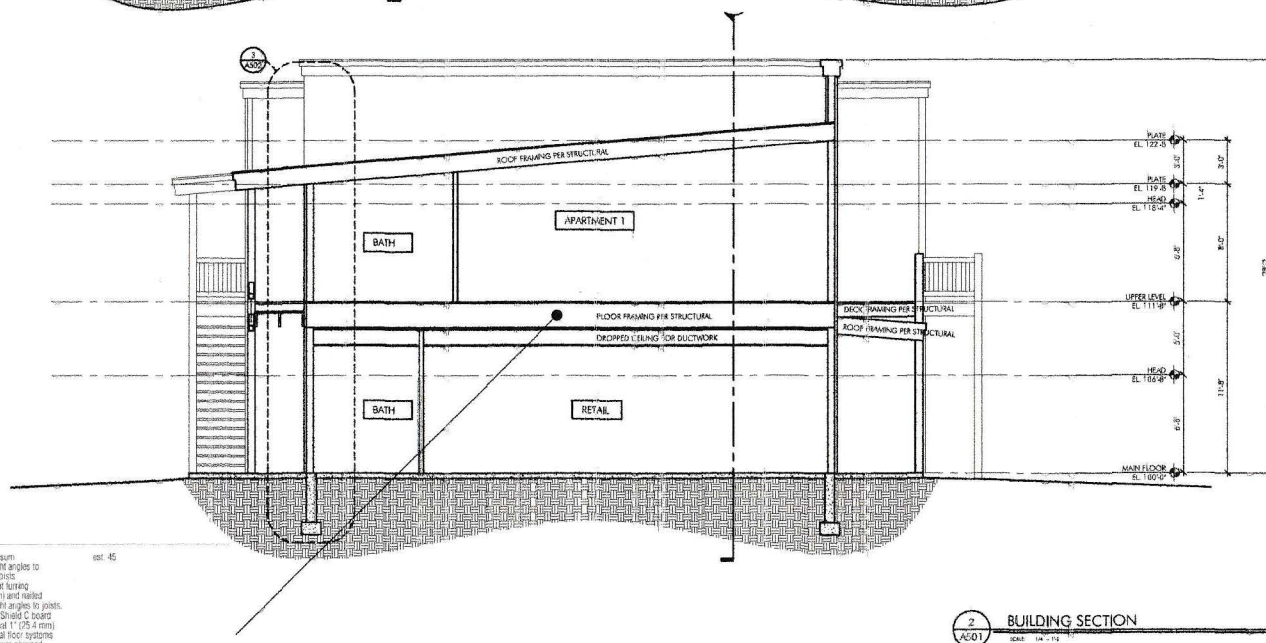
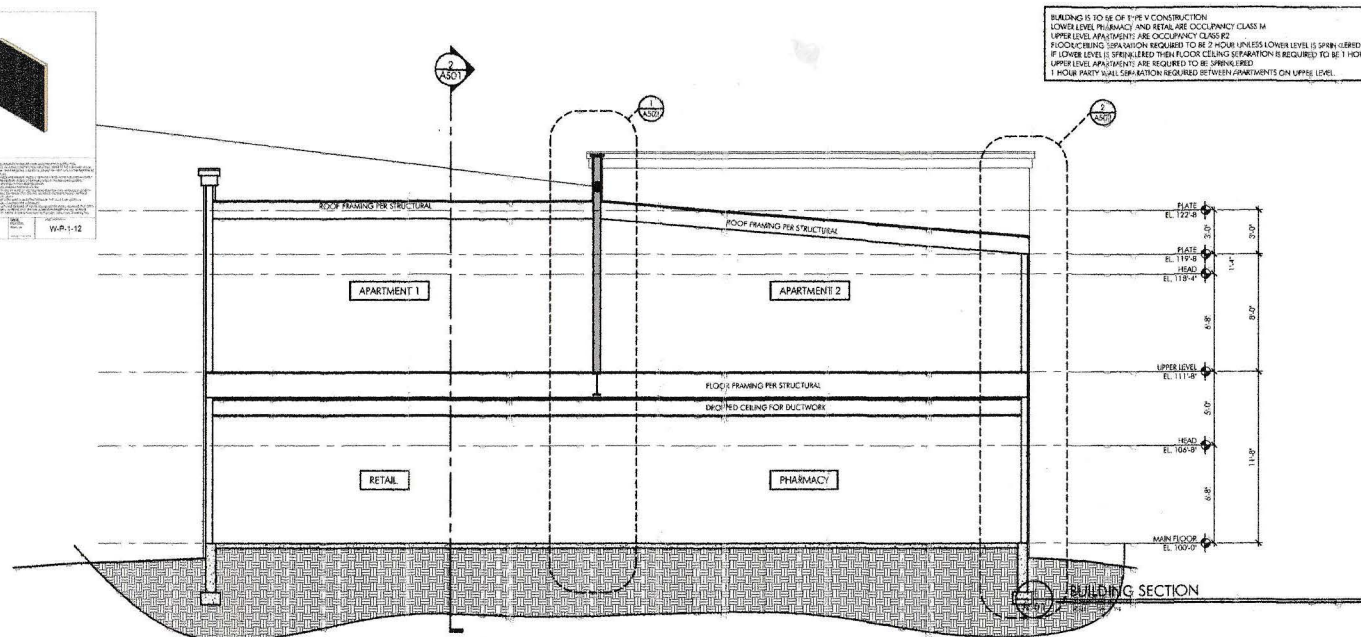
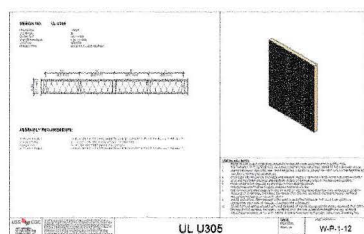
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ISSUE:

PRELIMINARY	07.21.2023
PROGRESS	07.13.2023
PROGRESS	08.22.2023
PROGRESS	09.26.2023
DESIGN DEV.	11.22.2023
PROGRESS	12.26.2023
ENGINEERING	02.25.2024
ENGINEERING	04.12.2024
ENGINEERING	06.25.2024
ENGINEERING	07.23.2024
BUILDING PERMIT	08.26.2024

BUILDING SECTIONS

A501



3 2 hr. UL GA (156 5/8" (15.9 mm) Fire-Shield C Gypsum Wallboard, base layer) nailed at right angles to 2 x 10 (38 mm x 44 mm) joists, spaced 19" o.c. (486 mm), resilient tuning channels spaced 24" o.c. (610 mm) and nailed through base board into and at right angles to joists. Face layer of 5/8" (15.9 mm) Fire-Shield C board screwed to tuning channels. Nominal 1" (25.4 mm) T & G sub and finish floor. Optional floor systems consist of Plyor Topping Module over plywood. Rating also applies with 5/8" (15.9 mm) Fire-Shield C Kall-Rock plaster base.

est. 45



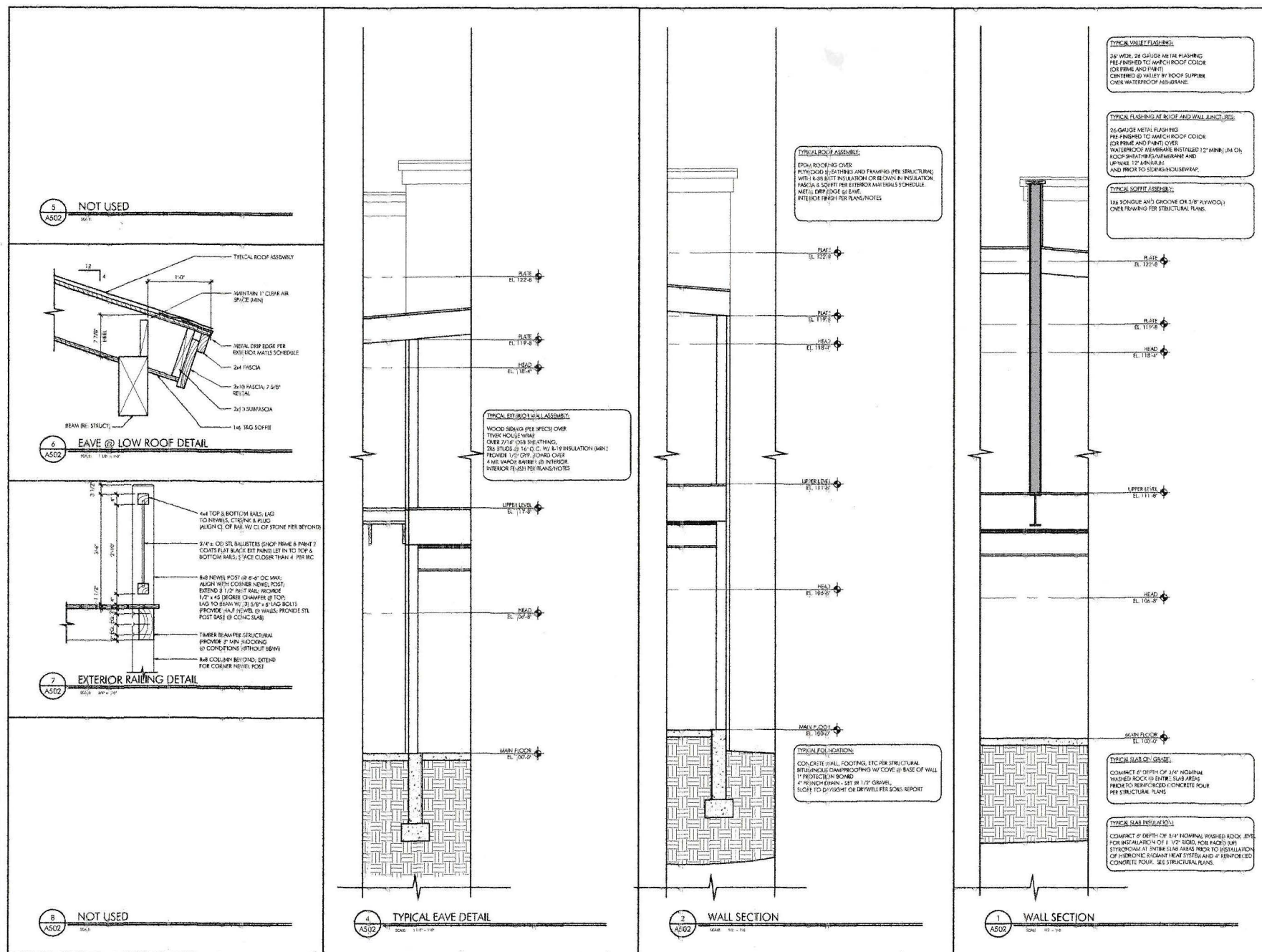
LOT 13, BLOCK 8
715 MAIN STREET
FAIRPLAY, CO 81211

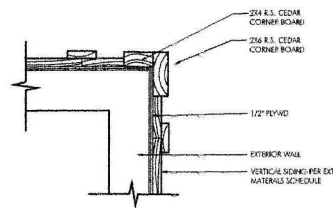
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PRELIMINARY	07.21.2022
PROGRESS	07.13.2023
PROGRESS	08.22.2023
PROGRESS	09.24.2023
DESIGN DEV.	11.22.2023
PROGRESS	12.26.2023
ENGINEERING	03.25.2024
ENGINEERING	04.12.2024
ENGINEERING	05.25.2024
ENGINEERING	07.23.2024
BUILDING PERMIT	09.06.2024

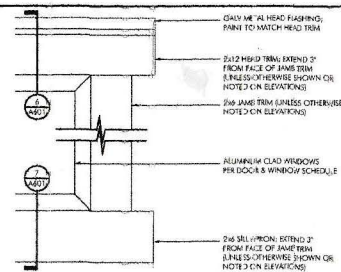
WALL SECTIONS & SECTION DETAILS

A502



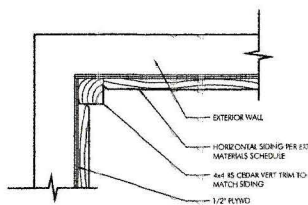


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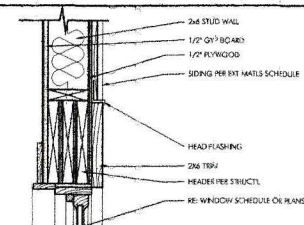


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A601
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A601
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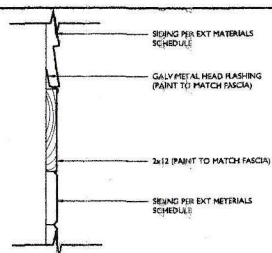


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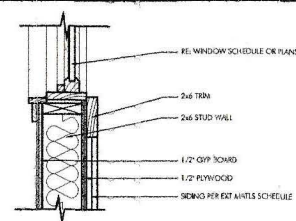


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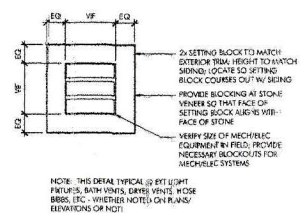


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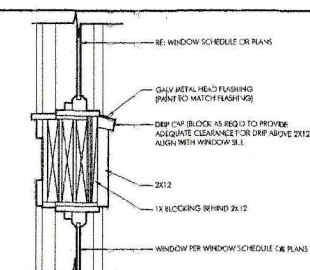


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3
A601
SCALE: 1/8\"/>



12
A601
SCALE: 1/8\"/>



8
A601
SCALE: 1/8\"/>

4
A601
SCALE: 1/8\"/>

FAIRPLAY
PHARMACY
& SUITES

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PROJECT # 220

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ISSUE:

PRELIMINARY	07.31.2023
PROGRESS	07.13.2023
PROGRESS	08.22.2023
PROGRESS	09.26.2023
DESIGN DEV.	11.22.2023
PROGRESS	12.26.2023
PROGRESSING	03.25.2024
PROGRESSING	04.12.2024
ENGINEERING	06.24.2024
ENGINEERING	07.23.2024
BUILDING PERMIT	09.04.2024

EXTERIOR DETAILS

A601

ARCHITECTURAL REVIEW PROCEDURE

Preliminary Review

- (1) An application for a Certificate of Appropriateness shall first be reviewed by the Town Staff.
- (2) As part of this preliminary review, Town Staff shall review the application, the plans and exterior design and may make suggestions for revisions to the applicant. Staff shall also make suggestions and recommendations, in the form of a written report, to the Architectural Review Committee regarding approval, conditions of approval or denial of the application for a Certificate of Appropriateness. Minor work in the nature of routine maintenance and repairs may be approved administratively by the Town Staff without submission to the Committee.

Final Review

- (1) Following preliminary review the application shall be formally reviewed by the Architectural Review Committee.
- (2) The application and plans submitted to the Architectural Review Committee shall include:
 - a. A written explanation of work to be accomplished, including architectural style, arrangement, texture and construction material of the existing and proposed improvements and their relation to other nearby structures
 - b. The condition of the existing structure, if any, and whether or not it is a hazard to public health or safety
 - c. A proposed final site plan
 - d. A recent photograph of any existing structure
 - e. A rendering of any proposed structure sufficiently detailed to allow effective review of the proposed work and which specifically describes and depicts:
 1. Any exterior or site changes
 2. Any exterior paint/color which replaces existing or approved colors and any changes thereof
 3. Any door and window changes in existing facades if changes match the existing building
 4. Addition of parking spaces
 5. Any landscaping to the existing site or minor changes to proposed landscaping of the project
 6. Other information or material as reasonably required by Town Staff following the preliminary review

Certificate of Appropriateness

If the Architectural Review Committee approves the application as submitted, a Certificate of Appropriateness shall be issued within seven (7) business days by the Town Clerk per plans submitted and approved or modified by the Committee.

Failure to Attend Meeting

If the applicant fails to appear at a review meeting or hearing:

- (1) The item shall be automatically moved to the end of the regular agenda.
- (2) If the applicant is not present by the end of the meeting, the item will be continued to the following meeting.
- (3) If after fifteen (15) days the applicant has not requested a continuance or withdrawn the application, the Chairperson will request a motion to delete the item from the agenda.

Findings

- (1) In reviewing all proposed plans, the Committee is required to consider the Overlay District Design Standards 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 Overlay District Design Standards or the goals and policies set forth for the district or as stated in this Article.

Action, Appeals and Expiration of Approval

- (1) Action by Committee: The Committee is required to take action (approval, conditional approval or denial) on an application no later than thirty (30) days from the date of the meeting at which the application was heard. The application may be continued for a reasonable period of time not to exceed sixty (60) days at the request of the applicant or by action of the Committee. The Committee may continue an application if it is necessary to receive reports from other agencies or departments which pertain to the project.
- (2) Expiration of approval: A final approval is valid for one (1) year from the date of final action unless a time extension has been granted or a building permit has been issued.
- (3) Time extensions: Time extensions must be requested by the applicant prior to the expiration of the approval. The Committee may only grant a maximum extension of one (1) year on a final approval.
- (4) Judicial review. Decisions of the Architectural Review Committee shall be final subject to judicial review pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.
- (5) Refiling denied project: When an application is denied by the Committee, the same application cannot be refiled for one (1) year unless the application is substantially changed from the original. Any changes must address the original reasons for denial. Upon acceptance by an applicant of changes recommended by the Committee and in the absence of changed facts or circumstances, the Committee may issue a certificate with the conditions of approval noted on the certificate.

Plan Check and Building Permit

Following final approval, the Certificate of Appropriateness shall note that approval is conditioned upon a plan check and building permit to be secured by the applicant from the Building Official.

Fees

All fees as may be established by the Board of Trustees for processing applications under this Article shall be paid by the applicant upon submittal of the application for a certificate of appropriateness to the Town Clerk. Applicants proposing a demolition may be required to post a bond, the amount of which shall be set by the Committee prior to the issuance of the certificate of appropriateness, in order to ensure restoration of the subject site and the complete removal of debris left by said demolition.

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 2014- 19

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY,
 COLORADO, ADOPTING DESIGN STANDARDS FOR THE TOWN CENTER
 OVERLAY DISTRICT AND ESTABLISHING DISTRICT BOUNDARIES**

WHEREAS, the Board of Trustees has the authority to make and adopt design standards for the Town Center Overlay District and establish district boundaries, and;

WHEREAS, the Design Standards have been prepared by the Board of Trustees for the Town Center Overlay District per the 2013 Fairplay Comprehensive Plan and in conjunction with the Steering Committee and Town Staff, and;

WHEREAS, the Board of Trustees believes that it is in the best interest of the Town that the Town Center Overlay District Design Standards be adopted and implemented.

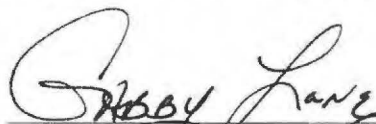
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO THAT the Town Center Overlay District Design Standards and District Boundaries attached hereto are hereby adopted.

RESOLVED, APPROVED, and ADOPTED this 4th day of August, 2014.

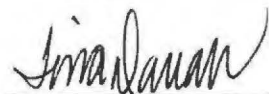
(Seal)



TOWN OF FAIRPLAY, COLORADO


 Gabby Lane, Mayor

ATTEST:



Tina Darrah, Town Clerk

Town Center Overlay District DESIGN STANDARDS

The Town Center represents Fairplay's historic community hub, with mining heritage and architecture typified by many of the older buildings. Newer buildings incorporate architectural features that enhance the historic designs of the past. Main Street (State Highway 9) is a major traffic corridor through the Town Center. Front Street is anchored by South Park City on the north. A map defining the district is included. Where the map is defined by a street, the boundary is considered the centerline of the street right of way.

An "Overlay District" is defined as an area within the Town where additional land development requirements are added to the underlying zoning district to protect or enhance the character of the community. Overlay districts are not designed to prevent changes, but to assist in shaping changes that enhance the characteristics that make a town unique. This overlay district encourages consistency in architecture, but does not force "sameness."

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.

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 expectations for additions and alterations made to the District's historic buildings and give property owners direction in preserving their historic commercial buildings and houses.

The Design Standards are used by the Fairplay Staff and the Architectural Review Committee as they review design plans for construction projects within the Town Center Overlay District.

ARCHITECTURAL REVIEW PROCEDURE

All construction work within the Town Center Overlay District that would affect the exterior of a structure and which would require a building permit must obtain a Certificate of Appropriateness before a building permit will be issued.

GENERAL DESIGN STANDARDS

The following Design Standards apply to all construction projects within the Town Center Overlay District, including new construction, additions, and alterations.

CONTEXT

The Fairplay Town Center Overlay District contains a variety of architectural styles, visual patterns, and open spaces that contributes to the overall visual appearance of the town. Both the commercial district and the residential neighborhoods have a degree of visual continuity based on recurrent patterns, spacing, sizes, and shapes. In some

blocks this continuity is very strong. In other blocks there is less continuity, because buildings of different architectural styles or types are located next to each other.

Standards

- *Design of a new building must be compatible with the spirit of the historic character of the Town Center.*
- *Design of an addition or modification must be compatible with the spirit of the historic buildings.*

AUTHENTICITY

The Fairplay Town Center Overlay District has value because of its authentic architectural styles and elements. Constructing copies of historic buildings or using duplicate historic features lessens the integrity of the District.

Standards

- *The design of a new building or exterior modification to an existing structure should not be an exact duplication of a historic building.*
- *Renditions of historic design are encouraged while "mirror" renditions are not encouraged.*

MODERN DEVICES

Modern devices, such as solar panels, skylights, satellite dishes, and wind turbines can detract from the appearance of a Town Center Overlay District. These Standards are not intended to discourage alternative energy sources. It is hoped that these devices will be used, and will be incorporated inconspicuously into building design.

Standards

- *If installing modern devices on a property in the Town Center Overlay District such as skylights or satellite dishes, care must be taken to incorporate them inconspicuously into building design.*
- *A modern device, such as a satellite dish or skylight, should not detract from the historic integrity of the building.*

DEMOLITION

Fairplay has an ordinance governing the issuance of permits for demolitions. A permit must be acquired prior to the demolition of any structure within the Town.

Standards

- *If you plan to demolish and reconstruct, review and a detailed list of ALL salvageable materials from the demolished building shall be provided prior to issuance of a COA and all listed materials, embellishments, hardware, appointments, etc. shall be incorporated into the new construction.*
- *All demolitions shall be performed in accordance with the Town Code.*
- *Speculative demolitions are discouraged.*

NEW CONSTRUCTION

New construction should complement existing historic buildings. The form, height, exterior materials, and decorative elements of a new building should be compatible with those in the surrounding area.

SITE CONSIDERATIONS

The way in which a building is placed on its lot and relates to the neighboring buildings contributes to the visual unity of a historic area.

For example, commercial buildings in historic Fairplay were typically rectangular in form, one to two stories in height, built to the front lot line, and placed on a 25' by 100' lot. Residential buildings were typically set back from the front property line.

Standards

- *New construction should complement the size, height, and arrangement of the surrounding buildings.*
- *For new commercial buildings on corner lots, both street-facing walls should be treated as primary facades.*

HEIGHT AND WIDTH

Early commercial buildings in Fairplay were 25 feet wide and had 0 side yard setbacks on the 25-foot-wide lots. Those that occupied multiple lots were broken into 25-foot storefronts. Both masonry buildings and wood frame buildings were one or two stories tall. Log buildings were typically one story in height. Residential buildings were typically narrow allowing them to be built on a 25 foot wide lot.

Standards

- *Limit building width to 25 feet, or break up a wider building into smaller storefronts of approximately 25 feet.*
- *Consider the height and width of surrounding buildings.*
- *Do not dwarf neighboring buildings.*

FORM AND MASS

Commercial buildings were rectangular in form and built to the front of the lot line to conform to the long, narrow lot. Historic buildings typically were smaller in mass than today's commercial buildings. This smaller size provided a more human scale, accentuated by sidewalks, boardwalks, large display windows and recessed entries that invited pedestrians down the street and into the stores. Residential buildings were typically narrow allowing them to be built on a 25 foot wide lot with a front setback.

Standards

- *Use a solid, rectangular form in design of a new building.*
- *Design a new building so that its mass appears similar to that of the historic structures.*

- *Break up the façade of a large new building into smaller visual units.*

SCALE AND RHYTHM

Two-story buildings in the Town Center Overlay District had a visual distinction between the ground floor and upper stories. One-story false front buildings generally had a similar horizontal alignment of their façade cornices. Both featured a 25-foot width that provided a visual pattern along the commercial block.

Standards

- *Include a horizontal division on the building fronts: on two-story buildings between the first and second story, and on one-story buildings between the windows and the false-front façade.*
- *Repeat horizontal rhythm reflected in adjacent buildings.*

PLACEMENT

The buildings in the Town Center Overlay District were traditionally placed at the front of the lot line to provide ready pedestrian access. Most were fronted by a sidewalk or boardwalk and a few had a shed-roofed porch. Horses and horse-drawn wagons were tied to hitching rails in front of the building.

Guideline

- *Place a new building to the front of the lot line with the entrance at the front of the building.*

SIDEWALKS AND PORCHES

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.*

SIGNS

Fairplay merchants advertised their wares in a variety of ways. They painted their store name on the building façade, hung a sign from the wall extending over the sidewalk, and painted a sign on the inside of the window glass. They did not have the electrical signage available to today's merchants. The Unified Development Code defines acceptable sign size, type, and placement.

Standards

- *Consider a window sign either painted or hung inside of the window.*
- *Mount signs so they will not obscure any architectural details.*
- *Use sign materials and colors that are compatible with the façade materials and colors. Best are those that appear similar to signs used historically. For example, painted wood and metal are appropriate.*
- *Consider whole building façade as part of an overall sign plan or program. Signs should be in scale with the building front. Avoid a sign that overwhelms the building.*
- *Lighted signs will be evaluated based on the lumen level. Externally lighted signs are preferable to internally lighted signs and the light source should be directed at the sign without visibility of the light source from pedestrians or passing vehicles or creating lighting trespass on adjoining properties.*

ARCHITECTURAL FEATURES

The architectural features of historic commercial and residential buildings reflected both practicality and the popular tastes of the time. Builders selected materials and incorporated roof forms, storefront arrangements, window patterns, and ornamental elements based upon local availability of materials, functional use of the building, and design styles favored elsewhere in Colorado and the United States.

Standards

- *A new building should blend in with its historic counterparts.*
- *A new building should have compatible form, placement, height, and massing.*
- *A new building should include architectural features that complement those on the historic buildings.*

EXTERIOR MATERIALS

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.*

ROOF FORMS, MATERIALS, AND FEATURES

Commercial buildings possessed various roof types; some with false front facades. Masonry buildings had a flat roof that sloped slightly to the rear, with a cornice or

parapet at the front wall. Wood frame buildings possessed a front-gabled roof, many with a false front façade. Both roof forms are acceptable for new construction in the Town Center Overlay District. However, the design should complement the design and exterior materials of the surrounding buildings.

Masonry buildings typically had a cornice at the front roof line, a feature that was both attractive and structural. One-story masonry buildings had a patterned brick cornice with dentiling or corbelling. Some false front façades had metal sheathing.

Standards

- *Complement the roof forms and materials of nearby historic buildings in your roof design.*
- *False front façade should be incorporated into the design of new front gabled building.*
- *For new commercial buildings on corner lots, both street-facing elevations should be treated as primary facades.*

STOREFRONTS

Most historic business buildings had a first floor storefront that consisted of a recessed entry flanked by large windows with panes. Some store windows had kickplates below to protect the glass and transom windows above to allow sunlight into the far rear reaches of stores. New design may reflect contemporary versions of historic features.

Some historic buildings had cloth awnings. These provided shelter and shade for pedestrians, reinforced the color scheme of the façade, and sometimes served as a location for signs.

Standards

- *Incorporate large windows with panes on the first floor of your commercial design.*
- *Consider incorporating a recessed entry into your commercial design.*
- *Consider including kickplates and transoms in your design.*
- *Use contemporary versions of historic features, such as cornices or cornice brackets.*
- *Consider including a shed-roofed porch in your new building design if appropriate to the architectural design of the building.*
- *Cloth awnings are allowed, if appropriate to the design of your building.*
- *For new commercial buildings on corner lots, both street-facing elevations should be treated as primary facades.*

WINDOWS

Second story and side windows were typically tall and narrow. Windows on masonry buildings had stone lintels and sills to support the wall load. Window lintels in masonry buildings often had curved tops that were both structural and decorative. Upper stories typically had more wall surface than window openings. New design should complement this traditional arrangement. Residential windows were typically vertical with window

lights.

Standards

- *Use tall, narrow windows in the upper stories and side walls of building.*
- *Arrange windows in the upper stories of the front façade in a rhythmic pattern.*
- *The arrangement of upper story windows should have more wall surface than windows.*
- *Consider including contemporary renditions of decorative historic window features such as a pediment or lintel.*
- *Use a contemporary rendition rather than an exact duplicate.*
- *Use divided light patterns in windows that complement the original windows.*

DECORATIVE ELEMENTS

Fairplay's historic buildings have decorative features that complement the architectural styles and tastes of the time. New commercial design can incorporate simplified versions of historic ornamentation.

Standards

- *Include a cornice or parapet treatment in your design of a new commercial building.*
- *Include a false front façade or a roof parapet.*
- *Consider including cornice brackets.*
- *Refrain from creating exact duplicates of historic decorative features.*
- *For a building located on a corner lot, use compatible decorative elements for all street-facing walls.*

PRESERVATION & ALTERATION OF HISTORIC BUILDINGS

ARCHITECTURAL FEATURES

Fairplay's historic buildings convey the essence of the town's origins as a mining town. They are an asset, not just of the individual property owners, but of the entire community. Therefore, they must be cared for and preserved. The architectural features of a historic building identify it as a specific architectural style or from a particular period. Collectively, the historic buildings contribute to the community's unique character and its sense of place. These features should be carefully preserved.

Standards

- *Preserve the historic features that distinguish the building. For example, preserve the original storefront arrangement of recessed entrance, large display windows, clerestories, and transoms.*
- *Refrain from removing or altering original materials and details.*
- *Repair rather than replace deteriorated features. If replacement is needed, try to match new material and details to the original.*

- *Preserve architectural features, such as arched window lintels, window molding, or ornamental cornices, which are examples of skilled craftsmanship that characterize older buildings.*
- *Changes to buildings and environments over time are evidence of the history of the building and the area. Alterations older than 50 years should be preserved.*
- *Design new additions or alterations so that the essential form and integrity of the original building remains obvious.*
- *The document entitled Secretary of Interior's Standards for Historic Preservation, is a good reference for historic preservation projects.*

EXTERIOR MATERIALS

Traditional exterior materials included log, clapboard, board and batten, brick, and stone. Cornices were made of pressed metal or wood. Historic materials should be carefully preserved. New materials should complement those of buildings in the surrounding areas.

Standards

- *Preserve historic exterior materials.*
- *Repair wood features by carefully patching or reinforcing the wood.*
- *Attempt to preserve as much of the original wood as possible.*
- *Replace extensively deteriorated or missing parts with a compatible substitute material.*
- *Protect and maintain wood features by providing proper drainage.*

ROOF FORMS, MATERIALS, AND FEATURES

Commercial buildings had one of two roof forms. Masonry buildings had a flat roof with a cornice or parapet at the front wall. Wood frame buildings possessed a front gabled roof, many with a false front façade. Residential buildings had a sloped roof.

Both roof forms are acceptable for new construction in the Town Center Overlay District, but your design should complement surrounding buildings and the building materials used (masonry or wood frame).

Masonry buildings typically had a cornice or parapet at the façade roofline. This feature was attractive and provided structural support. The two-story blocks have cornices with decorative elements. The one-story masonry buildings had a patterned brick cornice with dentils or corbels. The roof forms, materials, and features are an important part of the appearance of a historic building and must be preserved.

Standards

- *Preserve historic roof forms and features, including cornices, brackets, molding, brick corbels, and dentils.*
- *Preserve false front façades.*

- *Install mechanical and service equipment on the roof, so that it is inconspicuous from the public right-of-way and does not damage or obscure the character of the building.*

STOREFRONTS

Turn-of-the-century commercial buildings typically had a recessed entry way flanked by large display windows. The large window space allowed merchants to display their goods and provided interior natural lighting. This arrangement is an important architectural element of commercial buildings and contributes to the visual unity of Front Street's commercial buildings.

Other features of the historic storefront were kickplates below the display windows, and, above, transom windows that offered additional natural lighting to the interior. Several historic buildings also had boardwalks.

Cloth awnings were used on some historic buildings. They provided shelter and shade for pedestrians, reinforced the color scheme of the façade, and served as a location for signs.

Standards

- *Preserve storefront arrangement, including the recessed entry way, doors, large windows, transoms, and kickplates.*
- *Preserve the elements that distinguish the first floor from upper stories, such as the horizontal metal lintel.*
- *Preserve the porch and boardwalk.*
- *Cloth awnings are allowed.*

DOORS AND WINDOWS

A door centered between large display windows is the typical arrangement for historic commercial buildings. The second story windows on these are tall and narrow, and they are grouped together or are in a rhythmic arrangement.

Standards

- *Preserve original entrances.*
- *Preserve the locations and shapes of original window openings.*
- *Storm windows or double-pane glass are acceptable if the casing emulates the original design.*

DECORATIVE ELEMENTS

The town's historic buildings have ornamental features that reflect the architectural styles and tastes of the time. Elements such as decorative cornices, corbelled or detailed brick cornices, curved window tops, decorative window tops, and ornamental woodwork should be carefully preserved.

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 on your historic commercial building.*
- *Repair and repaint decorative features. If deteriorated, replace with a substitute item of similar design and material.*

ADDITIONS

Many buildings in the Fairplay Town Center Overlay District have evolved over time. An addition to a historic building should be made toward the rear, where it is least visible.

An addition should be smaller than and visually subordinate to the original structure.

Standards

- *Place any additions toward the rear of the building, if possible.*
- *Preserve the original form and profile of the building.*
- *Make an addition so that all the architectural features of the original building are left intact.*
- *Additions should be clad in exterior material that resembles the appearance, texture, and dimension of the historic materials on the original building.*

APPROPRIATENESS OF USE

Selecting a new use that is similar to a building's original function can help minimize substantial changes to the historic building.

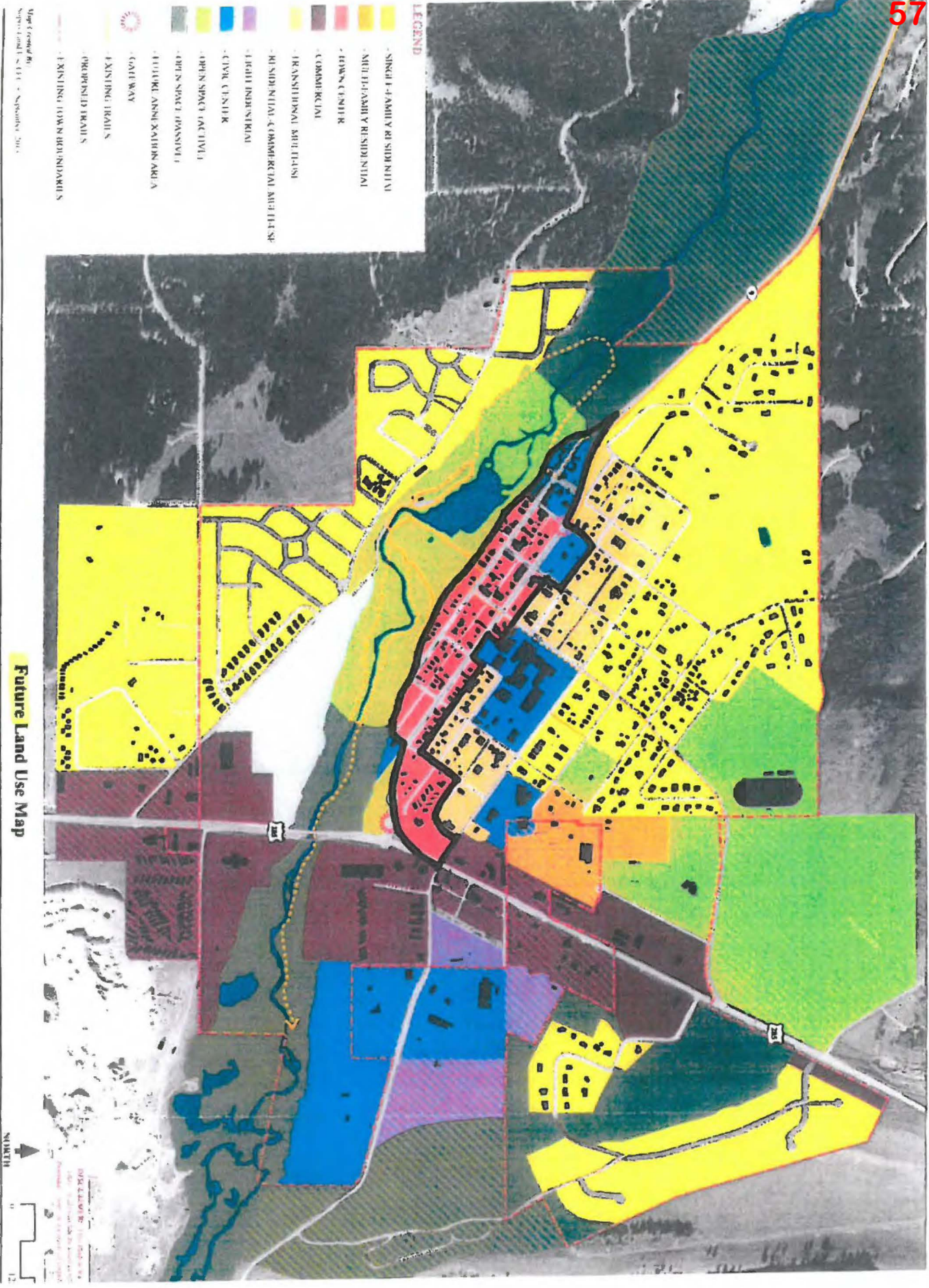
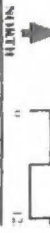
Standards

- *Seek a new use that is compatible with the historic character of the building.*
- *Select a new use that requires minimal change to the original structure.*

LEGEND

- SINGLE-FAMILY RESIDENTIAL
- MEDIUM-DENSITY RESIDENTIAL
- TOWN CENTER
- COMMERCIAL
- TRANSITIONAL RESIDENTIAL
- RESIDENTIAL COMMERCIAL MIXED USE
- LIGHT INDUSTRIAL
- CIVIC CENTER
- OPEN SPACE (ACTIVE)
- OPEN SPACE (PASSIVE)
- FLOOD PRONE ZONE AND A
- GOLF COURSE
- EXISTING TRAILS
- PROPOSED TRAILS
- EXISTING TOWN BOUNDARIES

Future Land Use Map





To: Honorable Mayor Just and Fairplay Board of Trustees
From: Janell Sciacca, Town Administrator
Date: October 15, 2024
Re: New Business Item B – Resolution 2024-38, Amendment of Public Posting Places

BACKGROUND AND OVERVIEW

In January of each year the Town designates the public places where it posts all meeting notices for the Board of Trustees meetings, and all other Boards, Committees or Commissions as may exist. One of the traditional places in each Colorado community for posting such notices is the local Post Office. Fairplay is no different and has historically designated the Post Office at 517 Hathaway for posting its meeting notices. Unfortunately, the USPS recently removed all of its shadow boxes for installation of package and mailboxes. The USPS does not allow for posting of notices anywhere else on the property and therefore Staff is recommending that the Board designate the Fairplay 501 Main Visitor Center to replace the Post Office site. An outdoor shadow box was recently installed at the 501 Main location which will facilitate fulfilling the requirement.

RECOMMENDATION

Staff recommends adoption of Resolution No. 38, Series of 2024, as presented by motion and second and a roll call vote to approve amending the public notice posting locations for the Town to remove the Fairplay Post Office at 517 Hathaway and replace it with the Fairplay Visitor Center at 501 Main Street.

TOWN OF FAIRPLAY, COLORADO**RESOLUTION NO. 39
(Series 2024)**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, AMENDING THE DESIGNATED PUBLIC PLACES FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY COLORADO OPEN MEETINGS LAW AND SETTING REGULAR MEETING DATES FOR THE YEAR OF 2024.

WHEREAS, Section 24-6-402(2)(c), C.R.S., (part of the Colorado “Sunshine Law”) requires that the Board of Trustees of the Town of Fairplay annually designate at its first regular meeting of each calendar year the public place or places for the posting of notice of its meetings; and

WHEREAS, Resolution No. 1, Series of 2024, designated the Fairplay Post Office as one of said posting locations and the Town has become aware that the Post Office has since removed any public notice boxes and does not now allow for public notice postings;

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

Section 1: The designated public places for the posting of meeting notices as required by the Colorado Open Meetings Law, C.R.S. 24-6-402(2)(c), is amended as follow:

1. The Town of Fairplay Website (www.fairplayco.us);
2. ~~The Fairplay Post Office located at 517 Hathaway Street~~ The 501 Main Visitor Center;
3. The Fairplay Town Hall located at 901 Main Street; and
4. The Park County Library located at 400 Front Street.

Section 2: Regular meetings of the Fairplay Board of Trustees shall be held in the Board Room of Town Hall, 901 Main Street, Fairplay, CO beginning at 6:00 P.M. on the dates set forth in “Exhibit A” unless otherwise appropriately scheduled and noticed or falling on a legal holiday:

Section. 3: The Town Clerk shall be responsible for posting the required notices no later than twenty-four (24) hours prior to the holding of the meeting. All meeting notices shall include specific agenda information, where possible.

Section 4: This Resolution shall become effective upon adoption.

RESOLVED, APPROVED AND ADOPTED THIS 21st DAY OF OCTOBER, 2024.

TOWN OF FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk



To: Honorable Mayor Just and Fairplay Board of Trustees
From: Janell Sciacca, Town Administrator
Date: October 15, 2024
Re: New Business Item C – Resolution 2024-39, Appointing Interim Town Treasurer

BACKGROUND AND OVERVIEW

In July of this year Town Treasurer Jennie Danner resigned her position effective August 1, 2024. At that time, the Town conducted a brief search for a replacement, but subsequently opted to ask its contract accounting firm Plante Moran to assist in reconciliation of funds, updating of accounts and review of and recommendations for improvements to processes, procedures and practices prior to conducting a more comprehensive search. Plante Moran is continuing to provide expert services and as Town Administrator I am thankful for their professional assistance and knowledgeable guidance in ensuring the Town is properly managing accounting activities and being fiscally and fiduciarily responsible with taxpayer monies. Since Jennie's departure, I have been serving as Town Treasurer and will continue to do so until the appropriate time when a suitable replacement can be hired. Appointment by the Board will provide me official capacity necessary to manage the Town's finances. There are many small municipalities in Colorado where one person serves as the Administrator/Manager and/or Clerk/Treasurer. Again, this is a limited, interim appointment, and I will be asking the Board to appropriate funds in the 2025 Budget for advertising and hiring of a fulltime, permanent replacement.

RECOMMENDATION

Staff recommends adoption of Resolution No. 39, Series of 2024, as presented by motion and second and a roll call vote to approve appointment of Janell Sciacca as Interim Town Treasurer.

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 38
(Series of 2024)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY,
COLORADO, APPOINTING JANELL SCIACCA AS INTERIM TOWN TREASURER.**

WHEREAS, Sec. 2-3-10 of the Fairplay Municipal Code authorizes and directs the Board of Trustees to appoint town officers by a majority vote of all members of the Board; and

WHEREAS, Sec. 2-3-10(c) of the Fairplay Municipal Code is written that all Town officers shall hold their respective offices at the pleasure of the Board of Trustees and, unless earlier removed from office, shall serve until the next regular municipal election at which time they may or may not be reappointed at the discretion of the Board of Trustees; and

WHEREAS, Jennie Danner resigned her position as Town Treasurer effective August 1, 2024; and .

WHEREAS, the Town is working with the accounting firm of Plante Moran to reconcile its accounts and update practices, policies and procedures prior to soliciting applications at a future time to fill the Treasurer position;

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

Section 1. Janell Sciacca shall be and is hereby appointed as Interim Town Treasurer and that, unless otherwise specified, shall hold such office until the Board of Trustees appoints a suitable full-time Treasurer at a future date and time.

RESOLVED, APPROVED, AND ADOPTED this 21st day of October, 2024.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk



To: Honorable Mayor Just and Fairplay Board of Trustees
From: Janell Sciacca, Town Administrator
Date: October 15, 2024
Re: New Business Item D – Resolution 2024-40, Velocity Contract Change
Order

BACKGROUND AND OVERVIEW

The Board of Trustees approved a Contract Agreement for Construction with Velocity Constructors, Inc. on June 3, 2024 via adoption of Resolution No. 23, Series of 2024. As part of that approval, the agreement was approved with a “not to exceed” amount of \$77,500.00. This was an unbudgeted project that was approved due to the crucial nature of improvements to the Town’s Water Plant and Water Production System.

During the project, the contractor experienced several operational delays due to no fault of their own. These delays also resulted in additional work that was a direct result of incorrect as-built drawings, and misinformation from and miscommunication / lack of communication by Town facility operators. Velocity’s professional and expertly trained managers and staff were able to complete the project. Unfortunately, the issues resulted in added expenses for Velocity and hence the Change Order request.

Project Engineer Ken Hardesty kept Staff apprised on the project and contacted me directly to report on the situations which led to the delays. The Change Order is warranted and should be approved and I can provide additional details or answer questions as necessary.

RECOMMENDATION

Staff recommends adoption of Resolution No. 40, Series of 2024, as presented by motion and second and a roll call vote to approve a Change Order submitted by Velocity Constructors, Inc., in the amount of \$15,831.00 for additional costs related to the Beaver Creek Valve Replacement Project.

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 40
(Series of 2024)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CHANGE ORDER TO A CONTRACT FOR CONSTRUCTION WITH VELOCITY CONSTRUCTORS, INC., APPROVED VIA RESOLUTION NO. 23, SERIES OF 2024.

WHEREAS, the Town of Fairplay (the "Town") has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the Town's desires to retain a professional company to install/overhaul pilot system speed controls, pilot strainers and pressure relief/reducing valves for the Town's Water System as part of a larger Water Model project; and

WHEREAS, Pipestone Equipment has been recommended for this project by the Town's engineering firm, and has presented a proposal and represents that it possesses the knowledge, skills and abilities to successfully complete the required services; and

WHEREAS, the aforementioned services are an unbudgeted expense; and

WHEREAS, the Board of Trustees of the Town of Fairplay desires enter into and agreement with Pipestone Equipment for the aforementioned services.

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

Section 1. The Board of Trustees hereby approves the Professional Services Agreement attached hereto as "Exhibit A" and authorizes the Mayor to execute same on behalf of the Town.

Section 2. The total amount of payment for services under the agreement shall not exceed a total costs of \$35,000.00.

Section 3. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and ADOPTED this 9th day of September, 2024.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk



DATE: October 14, 2024

Ken Hardesty
Hardesty Engineering & Mapping LLC
2062 Dolomite Way
Castle Rock, CO 80108

Subject: Beaver Creek Valve Replacement project - COR #1

Dear Mr. Hardesty,

Velocity Constructors, Inc. (VCI) is submitting Change Order Request #1 (COR #1) for costs associated with operational delays and additional work performed to excavate and replace a gate valve that was over 8 feet lower than indicated in as-builts and project discussions. Refer to the attached documents for change order detail including a breakout of costs for materials, equipment and work performed.

We request written approval to apply the amount of \$15,831.00 and 5 additional working days to the contract.

If you have any questions, please contact Bruce Halloran at 720-668-1868.

Sincerely,

Bruce Halloran

Bruce Halloran
Project Manager

This proposal is based on the usual cost elements such as labor, material, equipment and normal markups and does not include any amounts for changes in the sequence of work, delays, disruptions, extended overhead, acceleration, and/or impact costs and the right is expressly reserved to make claim for these and related items of costs prior to any final settlement of this contract.



Change Order #1
10/14/2024

2107 West College Ave
Englewood, CO 80110

To: Town of Fairplay
1800 Beaver Creek Road
Fairplay, CO 80440

Project: 2407
Beaver Creek Valve Repla

Description: *Operational Delays*
As-Built Errors

1	Labor Costs (See back-up)	=	5,338	
2	Total Labor Costs			5,338
3	Material Costs (see back-up)	=	419	
4	Equipment	=	7,101	
5	Other	=	600	
6	Small Tools	=	267	
7	Taxes on Lines 6, 7 & 9 x's	8% =	<u>0</u>	
8	Total Material/Equipment/Other Costs			8,386
9	Subcontractors (see back-up)	=	0	
10	Total Subcontractor Costs	=		0
11	Extended Field OH Costs	0 =		0
12	OH&P on Labor	20% =		1,068
13	OH&P on Materials	15%		63
14	OH&P on Equipment & Other	10%		770
15	OH&P on Subs	5% =		0
16	Builder's Risk & Warranty	1.50% =		206
17	Bonds	0.00% =		0
18	Total Change Order Amount			<u>\$15,831</u>



Velocity Constructors, Inc.
2107 W College Avenue
Englewood, CO 80110
Phone: (303) 984-7800 Fax: (303) 984-7802

Pipe Labor	\$	44.55
Foreman	\$	54.95
Yard Pipe Labor	\$	44.55
Equipment Operator	\$	48.26
Concrete Carpenter	\$	47.52
Demo/General Labor	\$	44.55
Site Work Labor	\$	44.55
Superintendent	\$	115.00
Project Manager	\$	95.00

DATA CODE	LINE NUMBER CREW CODE	DESCRIPTION	UNIT	QTY	MANHOURS			LABOR		MATERIAL		EQUIPMENT		SUBCONTRACT		OTHER		TOTAL COST
					TOTAL	MH/U	U/MH	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	
	SWC	Superintendent	HR	24.0	24.0	1.000	1.00	115.00	2,760		0		0		0		0	2,760
	SWC	Project Manager	HR	2.0	2.0	1.000	1.00	95.00	190		0		0		0		0	190
	SWC	Foreman	HR	24.0	24.0	1.000	1.00	54.95	1,319		0		0		0		0	1,319
	SWC	Yard Pipe Laborer	HR	24.0	24.0	1.000	1.00	44.55	1,069		0		0		0		0	1,069
	SWC	Additional Valve Boxes/ Plug Accessories	LS	1.0	0.0			-	0	418.96	419		0		0		0	419
	SWC	Additional Excavator Time	LS	1.0	0.0			-	0		0	3811.90	3,812		0		0	3,812
	SWC	Additional Trench Boxes	LS	1.0	0.0			-	0		0	3288.72	3,289		0		0	3,289
	SWC	General Conditions	LS	1.0	0.0			-	0		0		0		0	600.00	600	600
BID TOTALS >>>					1	74			5,338		419		7,101		0		600	13,457
CHECK SUM >																		13,457

GENERAL FUND BUDGET						
Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
GENERAL FUND - REVENUE	BEGINNING FUND BALANCE	\$ 2,056,902	\$ 3,101,294	\$ 3,790,633		
	TAXES					
10-40-05	AD VALOREM TAX (Current Taxes)	234,253	236,805	235,000	250,000	240,000
10-40-10	SPEC. OWNERSHIP TAX (SO Taxes)	28,860	27,000	27,000	15,000	15,000
10-40-30	INTEREST ON PROPERTY TAX (Interest)	737	726	600	100	100
10-40-40	DELINQUENT TAXES	300	-	-	-	-
10-40-55	50% SHAREBACK OF R&B LEVY	8,125	8,500	9,000	8,000	8,000
10-40-60	MOTOR VEHICLE REGISTRATION (Dis Lic Fees)	4,199	3,883	4,000	2,000	2,000
10-40-70	SALES TAX (.75)	1,566,501	1,602,136	1,500,000	1,400,000	1,400,000
10-40-75	SALES TAX - STREETS (.25)	522,167	534,046	500,000	400,000	400,000
10-40-80	HIGHWAY USER'S TAX	37,564	37,000	37,500	35,000	35,000
10-40-85	SEVERANCE TAX	11,678	13,919	500	14,000	12,000
10-40-86	MINERAL LEASE REVENUE	581	1,201	500	913	500
10-40-90	CIGARETTE TAX	3,434	4,500	2,500	1,500	1,500
10-40-96	LODGING TAX	52,596	50,000	60,000	45,000	40,000
	TOTAL	\$ 2,470,995	\$ 2,519,716	\$ 2,376,600	\$ 2,171,513	\$ 2,154,100
	LICENSES					
10-41-10	LIQUOR LICENSES	5,783	4,200	4,000	6,000	3,000
10-41-30	DOG LICENSES	98	130	200	80	100
10-41-32	LIVESTOCK PERMIT	75	25	50	-	50
10-41-34	COMMERCIAL FLY FISHING PERMIT	450	900	750	1,000	1,000
10-41-39	PLAN REVIEW FEE		10,500	10,500	-	-
10-41-40	*BUILDING PERMITS	14,567	30,000	30,000	3,500	5,000
10-41-41	* SURCHARGE: STREETS 5%	968	1,500	1,500	200	1,000
10-41-42	* SURCHARGE: PARKS & REC 5%	968	1,500	1,500	200	1,000
10-41-45	EZ BUILDINGS PERMITS	-	450	500	-	-
10-41-50	FRANCHISE TAX (Xcel 3% Fee) (CNG 5%)	74,719	75,000	70,000	80,000	75,000
10-41-60	GOLD PANNING PERMITS/DONATIONS	8,350	7,000	6,000	7,500	7,000
10-41-70	BUSINESS LICENSES	7,100	6,250	6,000	5,800	6,000
10-41-74	SHORT TERM RENTAL PERMIT	4,500	4,500	6,000	4,500	4,500
10-41-80	SIGN PERMITS	762	-	-	-	-
*10-41-90	* EXCAVATION PERMITS	539	-	-	-	-
*10-41-92	* MECHANICAL PERMIT/ELECTRICAL	983	-	-	200	-
*10-41-94	* STREET CUT	500	-	-	-	-
*10-41-96	* FENCE PERMIT	290	-	-	75	-

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
10-41-97	SPECIAL EVENTS PERMIT	1,780	1,500	1,500	220	-
*10-41-98	* RESIDE/REEROOF PERMIT	3,900	-	-	270	-
	TOTAL	\$ 126,330	\$ 143,455	\$ 138,500	\$ 109,545	\$ 103,650
	FEES					
10-42-75	PLANNING & DEVELOPMENT FEES	2,575	2,010	3,000	4,517	4,000
10-42-80	PLASTIC BAG FEES		4,500	6,000	2,100	1,000
10-42-90	COPIES & FAXES	231	55	75	-	-
	IMPACT FEES - PUBLIC SAFETY				-	-
	IMPACT FEES - STORM DRAINAGE & STREETS				-	-
	IMPACT FEES - FACILITIES				-	-
	IMPACT FEES - PARKS				-	-
	TOTAL	\$ 2,806	\$ 6,565	\$ 9,075	\$ 6,617	\$ 5,000
	TRANSPORTATION					
10-43-05	RIDERSHIP REVENUE	-	-	-	-	-
10-43-10	GRANT REVENUE			100,120	-	100,000
10-43-90	MISCELLANEOUS REVENUE	-	-	-	-	-
	TOTAL	\$ -	\$ -	\$ 100,120	\$ -	\$ 100,000

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
	<u>LAW ENFORCEMENT</u>					
10-45-05	TRAFFIC FINES	7,630	7,225	9,000	19,815	20,000
10-45-10	SURCHARGE: POLICE TRAINING (\$15.00)	1,432	1,425	1,500	3,104	3,500
10-45-15	COURT COSTS \$31.00	310	434	400	348	300
10-45-20	DEFAULT/OJW FEES \$30.00	-	-	-	38	30
10-45-25	FUEL SURCHARGE (\$2.50)				200	500
10-45-30	OTHER FINES	100	260	400	175	200
10-45-35	FACILITIES SURCHARGE (\$7.50)				600	1,500
10-45-45	ALMA IGA				60,263	100,000
10-45-80	VIN INSPECTIONS	3,619	2,180	-	144	200
10-45-90	MISCELLANEOUS	11,267	3,888	1,000	1,102	1,000
10-45-90	GRANTS - EQUIPMENT	30,960	-	-	-	-
10-45-96	GRANTS - PERSONNEL	-	-	-	-	-
	TOTAL	\$ 55,318	\$ 15,412	\$ 12,300	\$ 85,788	\$ 127,230
	<u>INTEREST</u>					
10-46-05	INTEREST ON COLOTRUST	37,599	158,000	140,000	112,174	115,000
10-46-30	INTEREST ON CHECKING	381	342	350	213	250
	TOTAL	\$ 37,980	\$ 158,342	\$ 140,350	\$ 112,386	\$ 115,250
	<u>EVENTS</u>					
10-47-39	FOURTH OF JULY	5,697	7,006	7,000	5,000	7,500
10-47-50	TGIFAIRPLAY SUMMER CONCERTS	16,636	14,696	15,000	9,500	10,000
10-47-52	REAL COLORADO CHRISTMAS	-	-	500	500	500
10-47-56	BURRO DAYS	55,601	72,913	70,000	60,000	45,000
10-47-59	RETAIL SALES	2,284	1,116	2,000	600	2,500
10-47-65	MARDI GRAS	6,200	10,360	15,000	14,000	15,000
	FALL FESTIVAL			0	5,000	5,000
10-47-90	MISCELLANEOUS REVENUE-EVENTS	-	700	-	20,000	0
	TOTAL	\$ 86,418	\$ 106,791	\$ 109,500	\$ 114,600	\$ 85,500
	<u>MISCELLANEOUS</u>					
10-47-00	MISCELLANEOUS INCOME	15,109	53,000	10,000	10,000	10,000
10-47-10	CEMETERY	408	300	300	450	300
10-47-38	TOWN CLEAN UP DONATIONS	135	600	500	900	1,000
10-47-49	STREET LIGHTS	10,930	10,800	10,800	8,000	8,000
10-47-62	501 MAIN - RENT & UTILITY	1,513	1,500	1,500	1,200	1,200
10-47-75	COMMERCIAL FISHING FEES	7,321	8,228	6,000	6,000	6,000

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
10-47-81	GRANT - COHEN PARK PLAYGROUND	92,739	-	-	-	-
10-47-82	CAMPING PERMITS/FACILITY USE	500	740	700	-	-
10-47-83	GRANT - FEDERAL		-	-	-	-
10-47-86	GRANT - 501 MAIN STREET		-	-	-	-
10-47-88	GRANT - RIVER PARK		-	750,000	1,000,000	-
10-47-91	TOWN HALL RENT REVENUE	12,397	12,397	12,397	12,397	12,397
	TOTAL	\$ 141,052	\$ 87,565	\$ 792,197	\$ 1,038,947	\$ 38,897
	TOTAL GENERAL FUND REVENUE	\$ 2,920,898	\$ 3,037,846	\$ 3,678,642	\$ 3,639,396	\$ 2,729,627
	TOTAL AVAILABLE RESOURCES	\$ 4,977,800	\$ 6,139,140	\$ 7,469,275	\$ 3,639,396	\$ 2,729,627

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
GENERAL FUND - EXPENSES						
	ADMINISTRATION					
10-50-02	401A EMPLOYER MATCH	3,798	7,499	9,858	10,500	13,750
10-50-05	SALARIES	127,777	249,978	328,600	275,000	275,000
10-50-10	EMPLOYEE HEALTH & WELLNESS	-	3,500	7,000	7,000	15,000
10-50-11	SS/MEDICARE EXPENSE	10,103	19,267	25,468	20,000	21,038
10-50-12	UNEMPLOYMENT EXPENSE	260	504	666	550	550
10-50-13	EMPLOYEE HEALTH INSURANCE	33,760	39,665	57,804	40,000	40,000
10-50-14	WORKER'S COMPENSATION	667	468	789	1,800	2,083
10-50-15	EDUCATION	1,654	5,000	10,000	5,000	10,000
10-50-16	ADMIN VEHICLE	5,885	6,000	6,000	6,000	6,000
10-50-23	TOWN HALL EXPENSE - UTILITIES	7,252	8,000	8,000	8,000	8,000
10-50-25	TOWN HALL EXPENSE - REPAIR & MAINT	4,817	55,000	25,000	83,000	20,000
10-50-27	TOWN HALL EXPENSE - SUPPLIES	895	1,400	1,000	1,200	1,000
10-50-30	OFFICE SUPPLIES	2,901	4,300	4,000	3,000	1,500
10-50-32	EQUIPMENT RENTAL	4,635	7,100	7,100	5,000	5,000
10-50-35	POSTAGE EXPENSE	1,141	500	500	600	500
10-50-40	BANK/CREDIT CARD FEES	4,081	5,462	5,500	3,500	3,500
10-50-50	ELECTION EXPENSE	-	-	3,000	104	-
10-50-55	BOARD OF TRUSTEE SALARIES	1,470	1,875	4,320	2,000	2,000
10-50-57	TOWN ATTORNEY LEGAL SERVICES	16,155	25,000	30,000	17,500	40,000
10-50-58	BUILDING OFFICIAL CONTRACT	11,564	31,000	26,000	10,000	10,000
10-50-60	COMPUTER/SOFTWARE/SUPPORT	52,108	40,000	40,000	35,000	40,000
10-50-65	TELEPHONE/INTERNET	11,265	12,000	12,000	7,500	7,500
10-50-70	MISCELLANEOUS EXPENSE	6,016	16,000	20,000	40,000	40,000
10-50-75	CODIFICATION	2,051	1,864	20,000	15,000	20,000
10-50-76	ESTIP AGREEMENT	15,915	20,000	20,000	20,000	20,000
10-50-80	VEHICLE RENTAL PAYMENT TO ISF	-	-	-	-	-
	TOTAL	\$ 326,168	\$ 561,381	\$ 672,605	\$ 617,254	\$ 602,420
GENERAL FUND - EXPENSES						
	COMMUNITY DEVELOPMENT					
10-51-05	PROFESSIONAL FEES	17,692	20,000	80,000	40,000	50,000
10-51-07	PROFESSIONAL FEES-BILL BACKS	-	-	-	35,000	35,000
10-51-10	EDUCATION/BENEVOLENCE(Board Members)	6,095	10,500	15,000	15,000	15,000

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
10-51-20	VISITOR CENTER	4,952	4,000	5,000	10,000	15,000
10-51-30	MARKETING	14,696	15,000	15,000	30,000	15,000
10-51-34	TOWN BEAUTIFICATION	14,524	12,000	15,000	13,000	15,000
10-51-35	TOWN CLEAN UP DAY	7,433	11,926	15,000	16,000	12,000
10-51-40	DUES AND MEMBERSHIPS	625	2,000	5,000	1,500	1,500
10-51-45	WORKFORCE HOUSING	-	5,000	100,000	-	100,000
10-51-75	DONATIONS	3500	5,000	10,000	7,500	10,000
10-51-76	EMERGENCY SUPPLIES	-	-	3,000	3,000	3,000
10-51-80	FAIRPLAY FORWARD PROJECTS	-	-	10,000	-	-
10-51-85	PROPERTY IMPROVEMENT INCENTIVE PLAN	3,287	3,836	20,000	9,000	20,000
10-51-86	850 HATHAWAY-BUS BARN	17,958	9,445	-	-	-
10-51-95	501 MAIN STREET -UTILITIES/OTHER	18,777	45,000	25,000	25,000	25,000
10-51-96	501 MAIN STREET-REMODEL	516	125,000	400,000	650,000	250,000
	TOTAL	\$ 110,055	\$ 268,707	\$ 718,000	\$ 855,000	\$ 566,500

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
	<u>COMMUNITY DEVELOPMENT/EVENTS</u>					
10-51-50	TGIFAIRPLAY CONCERTS	15,121	26,000	25,000	17,500	20,000
10-51-62	BURRO DAYS	58,322	58,000	100,000	100,000	60,000
10-51-66	MARDI GRAS	9,244	10,455	15,000	16,250	15,000
10-51-70	MISC EVENTS	2,002	3,500	5,000	5,000	5,000
10-51-71	FIREWORKS/4TH OF JULY	17,882	35,000	35,000	36,000	35,000
	FALL FESTIVAL				10,000	10,000
10-51-74	REAL COLORADO CHRISTMAS	2,826	3,400	3,000	3,000	3,000
	TOTAL	\$ 105,397	\$ 136,355	\$ 183,000	\$ 187,750	\$ 148,000
	<u>TRANSPORTATION</u>					
10-52-05	SALARIES	-	-	60,000	1,200	60,000
10-52-11	SS/MEDICARE EXPENSE	-	-	5,000	50	4,590
10-52-12	UNEMPLOYMENT EXPENSE	-	-	120	100	120
10-52-14	WORKER'S COMPENSATION	-	-	1,000	250	1,000
10-52-15	DRIVER TRAINING/PHYSICALS	-	-	2,000	3,500	2,000
10-52-30	OFFICE SUPPLIES	-	-	1,000	-	1,000
10-52-35	INSURANCE	-	1,010	5,000	-	5,000
10-52-40	OPERATING SUPPLIES	-	-	1,000	250	1,000
10-52-45	MISCELLANEOUS	-	100	2,500	1,000	2,500
10-52-50	PHONE	-	-	1,000	500	1,000
10-52-55	UTILITIES	-	-	1,500		1,500
10-52-60	VEHICLE MAINTENANCE	-	-	10,000	1,500	10,000
10-52-70	FUEL	-	-	10,000	250	10,000
10-52-75	SUMMIT STAGE FUNDING			18,000	18,000	18,000
	TOTAL	\$ -	\$ 1,110	\$ 118,120	\$ 26,600	\$ 117,710
	<u>JUDICIAL</u>					
10-53-02	401A EMPLOYER MATCH	136	184	156	150	550
10-53-05	MUNICIPAL JUDGE SALARY	8,880	9,477	9,500	11,000	12,000
10-53-10	COURT CLERK	4,682	6,132	5,200	10,000	11,000
10-53-11	SS/MEDICARE EXPENSE	1,018	1,194	1,125	1,000	1,760
10-53-12	UNEMPLOYMENT EXPENSE	26	31	29	100	46
10-53-13	EMPLOYEE HEALTH INSURANCE	1,064	1,098	1,145	1,000	1,000
10-53-14	WORKER'S COMPENSATION	37	37	37	350	350
10-53-20	COURT ATTORNEY	-	-	500	-	500
10-53-30	EDUCATION	-	-	500	-	500
10-53-40	OPERATING EXPENSE	205	400	250	250	500

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
10-53-50	DUES AND MEMBERSHIPS	-	-	50	150	500
	TOTAL	\$ 16,049	\$ 18,553	\$ 18,492	\$ 24,000	\$ 28,706

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
	<u>POLICE DEPARTMENT</u>					
10-54-01	POLICE SALARIES	261,836	281,678	622,098	720,000	850,000
10-54-03	EXTRA DUTY PAY	5,488	-	-	1,813	-
10-54-04	PART TIME OFFICERS	13,665	10,000	15,000	13,924	25,000
10-54-05	PENSION CONTRIBUTION-FPPA	29,111	38,588	84,605	70,000	80,000
10-54-08	POLICE SALARIES-OVERTIME	16,410	17,454	-	-	25,000
10-54-10	UNIFORMS AND ACCESSORIES	2,540	5,000	8,000	8,000	9,000
10-54-11	SS/MEDICARE EXPENSE	6,057	6,154	10,168	11,000	65,025
10-54-12	UNEMPLOYMENT EXPENSE	439	618	1,274	1,067	1,700
10-54-13	EMPLOYEE HEALTH INSURANCE	83,962	68,984	169,126	172,446	175,000
10-54-14	WORKER'S COMPENSATION	13,623	12,132	23,000	16,082	30,000
10-54-15	FUEL	17,851	15,000	25,000	9,000	15,000
10-54-20	VEHICLE MAINTENANCE	10,993	15,000	15,000	35,000	25,000
10-54-24	PROFESSIONAL TRAINING EXPENSE	2,047	1,050	5,000	10,000	6,800
10-54-26	IN-SERVICE TRAINING EXPENSE	-	-	500	500	500
10-54-28	VEHICLE RENTAL PYMT TO ISF	24,551	36,544	50,811	51,000	75,000
10-54-30	RADAR & RADIO MAINTENANCE	394	1,000	2,500	5,000	4,000
10-54-32	AMMUNITION	-	-	600	5,000	400
10-54-45	OPERATING/OFFICE SUPPLIES	1,657	2,000	2,000	4,000	2,500
10-54-50	EQUIPMENT	43,508	41,665	30,000	70,000	50,000
10-54-53	GRANT - EQUIPMENT & SUPPLIES			-	-	N/A
10-54-55	TELEPHONE/INTERNET	6,663	7,000	10,000	10,000	10,000
10-54-60	MEMBERSHIPS - DUES	250	500	600	600	800
10-54-65	COMPUTER/SOFTWARE/SUPPORT	14,869	32,000	55,000	65,000	45,000
10-54-75	INVESTIGATIVE SERVICES & SUPPLIES	2,190	2,000	2,500	1,500	1,500
10-54-78	MISCELLANEOUS		30,000	30,000	20,000	-
10-54-80	OFFICER RECRUITING	325	15,000	15,000	17,500	7,000
10-54-87	LIABILITY INSURANCE	10,436	10,329	15,857	50,000	45,966
10-54-97	PUBLIC RELATIONS	806	1,000	5,000	3,500	5,000
	TOTAL	\$ 569,671	\$ 650,697	\$ 1,198,639	\$ 1,371,932	\$ 1,555,191
	<u>PUBLIC WORKS</u>					
10-56-01	SALARIES	161,838	145,515	195,175	178,000	250,000
10-56-02	401A EMPLOYER MATCH	4,678	4,365	5,855	3,486	8,900
10-56-10	SEASONAL	8,775	6,990	45,000	4,476	5,000
10-56-11	SS/MEDICARE EXPENSE	12,829	11,667	16,078	8,828	19,125
10-56-12	UNEMPLOYMENT EXPENSE	236	305	420	244	500
10-56-13	EMPLOYEE HEALTH INSURANCE	27,297	37,241	64,680	29,236	30,000

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
10-56-14	WORKER'S COMPENSATION	5,964	9,971	6,248	9,479	12,955
10-56-15	FUEL	6,287	7,000	7,000	5,500	7,000
10-56-20	AUTO PARTS				500	500
10-56-25	REPAIRS & MAINT - EQUIPMENT	7,794	15,000	15,000	22,500	20,000
10-56-30	TOOLS, MAT'LS, & SUPPLIES	4,788	5,000	5,000	5,000	5,000
10-56-35	EDUCATION - TRAINING	150	600	2,000	4,000	5,000
10-56-40	ELECTRIC STREET LIGHTS	12,148	13,000	13,000	13,000	15,000
10-56-45	TELEPHONE/INTERNET/COMPUTER	3,001	8,000	8,000	10,000	10,000
10-56-50	MAINTENANCE BUILDING - UTILITY	11,054	11,000	11,000	13,000	10,000
10-56-55	MAPPING - GIS	5,778	40,000	10,000	5,000	40,000
10-56-60	VEHICLE/EQUIP RENTAL PYMT TO ISF	49,941	62,693	62,885	63,000	90,000
10-56-70	STREETS - REPAIRS & MAINT	212,219	250,000	300,000	300,000	300,000
10-56-71	SNOWPLOWING			-	-	15,000
10-56-80	UNIFORMS AND SAFETY EQUIPMENT	-	-	2,000	2,000	5,000
10-56-82	TOWN SHOP/OFFICE BUILDING REPAIRS	2,536	2,000	2,000	6,000	5,000
10-56-90	EQUIPMENT	41,813	-	50,000	40,000	25,000
	TOTAL	\$ 579,125	\$ 630,347	\$ 821,342	\$ 723,248	\$ 878,980

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
	PARKS & RECREATION					
10-58-30	TOOLS, MATERIALS, & SUPPLIES	2,444	2,000	7,500	1,500	5,000
10-58-41	PARKS UTILITIES	470	500	500	500	2,500
10-58-42	VAULT RESTROOMS MAINTENANCE	7,539	7,000	7,000	4,000	10,000
10-58-50	CEMETERY EXPENSE	980	12,000	1,000	1,200	2,000
10-58-80	FAIRPLAY BEACH EXPENSE			-	-	10,000
10-58-83	COHEN PARK	129,182	11,000	40,000	1,000	20,000
10-58-86	FAIRPLAY RIVERPARK	-	-	1,000,000	1,000,000	-
10-58-87	BURRO PARK	-	9,000	10,000	5,000	50,000
	TOTAL	\$ 140,615	\$ 41,500	\$ 1,066,000	\$ 1,013,200	\$ 99,500
	NON/DEPARTMENTAL EXPENSES					
10-61-15	LIABILITY INSURANCE	16,952	22,120	22,096	23,000	20,500
10-61-17	AUDIT FEES	4,500	4,638	4,775	5,000	10,000
10-61-23	TREASURER'S FEES - MILL LEVY	4,667	6,000	6,000	6,000	6,000
10-61-25	PUBLISHING EXPENSE	1,668	1,200	1,800	3,000	1,500
10-61-26	BANK SERVICE CHARGES			-	-	-
10-61-30	DUES & MEMBERSHIPS	1,642	5,900	6,000	13,350	15,000
10-61-50	CAPITAL IMPROVEMENT	-	-	-	-	-
10-61-60	ABATEMENT	-	-	2,000	3,284	2,000
	TOTAL	\$ 29,429	\$ 39,858	\$ 42,671	\$ 53,634	\$ 55,000
	TOTAL GENERAL FUND EXPENDITURES	\$ 1,876,508	\$ 2,348,507	\$ 4,838,870	\$ 4,872,618	\$ 4,052,007
	TOTAL GENERAL FUND REVENUES	\$ 2,920,898	\$ 3,037,846	\$ 3,678,642	\$ 3,639,396	\$ 2,729,627
	TOTAL GENERAL FUND EXPENDITURES	\$ 1,876,508	\$ 2,348,507	\$ 4,838,870	\$ 4,872,618	\$ 4,052,007
	REVENUES OVER EXPENDITURES	\$ 1,044,390	\$ 689,339	\$ (1,160,228)	\$ (1,233,222)	\$ (1,322,380)
	DIFFERENCE PLUS BEG. FUND BALANCE	\$ 3,101,292	\$ 3,790,633	\$ 2,630,405	\$ (1,233,222)	\$ (1,322,380)
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET					
	ENDING FUND BALANCE	\$ 3,101,292	\$ 3,790,633	\$ 2,630,405	\$ (1,233,222)	\$ (1,322,380)
	TABOR RESTRICTED FUNDS	\$ 87,627	\$ 91,135	\$ 110,359	\$ 109,182	\$ 81,889

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
CONSERVATION TRUST FUND						
	BEGINNING FUND BALANCE	\$ 33,933	\$ 37,613	\$ 27,193	\$ 27,193	\$ 27,193
CTF - REVENUES						
	<u>INTERGOVERNMENTAL REVENUE</u>					
20-44-10	COLORADO LOTTERY FUNDS	4,649	4,500	4,500	4,500	4,500
	TOTAL	\$ 4,649	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
	<u>INTEREST INCOME</u>					
20-46-50	INTEREST INCOME SAVINGS	31	80	50	60	60
	TOTAL	31	80	50	60	60
	TOTAL CTF REVENUE	\$ 4,680	\$ 4,580	\$ 4,550	\$ 4,560	\$ 4,560
	TOTAL AVAILABLE RESOURCES	\$ 38,613	\$ 42,193	\$ 23,443	\$ 23,443	\$ 23,443
CTF - EXPENSES						
	<u>OPERATIONS EXPENSES</u>					
20-73-03	BASEBALL FIELD IMPROVEMENTS	-	-	-	-	-
20-73-10	COHEN PARK - IMPROVEMENTS	1,000	-	-	-	-
20-73-65	SIDEWALK / TRAIL IMPROVEMENTS			-	-	-
20-73-75	BURRO PARK - IMPROVEMENTS	-	15,000	-	5,000	5,000
	TOTAL	\$ 1,000	\$ 15,000	\$ -	\$ 5,000	\$ 5,000
	<u>CAPITAL OUTLAY</u>	-	-	-	-	-
	TOTAL CTF EXPENDITURES	\$ 1,000	\$ 15,000	\$ -	\$ 5,000	\$ 5,000
	TOTAL REVENUE	\$ 4,680	\$ 4,580	\$ 4,550	\$ 4,560	\$ 4,560
	TOTAL CTF EXPENDITURES	\$ 1,000	\$ 15,000	\$ -	\$ 5,000	\$ 5,000
	REVENUE OVER EXPENDITURES	\$ 3,680	\$ (10,420)	\$ 4,550	\$ (440)	\$ (440)
	DIFFERENCE PLUS BEG. FUND BAL.	\$ 37,613	\$ 27,193	\$ 31,743	\$ 26,753	\$ 26,753
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET					
	CTF ENDING FUND BALANCE	\$ 37,613	\$ 27,193	\$ 31,743	\$ 26,753	\$ 26,753
INTERNAL SERVICE FUND						
ISF - REVENUES	BEGINNING FUND BALANCE	\$ 437,818	\$ 535,530	\$ 591,194	\$ 591,194	\$ 591,194
	<u>REVENUE</u>					
32-47-20	DEPT. RENTAL PAYMENT	97,712	123,524	136,145	51,857	51,857
32-47-30	SALE OF VEHICLE/EQUIPMENT-PD	-	-	6,000	-	-

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
	TOTAL REVENUE	\$ 97,712	\$ 123,524	\$ 142,145	\$ 51,857	\$ 51,857
ISF - EXPENSES						
	EXPENDITURES					
32-58-10	POLICE VEHICLES	-	17,981	225,000	228,232	200,000
32-58-20	PUBLIC WORKS EQUIPMENT		49,949	-	-	150,000
32-58-30	PUBLIC WORKS VEHICLES	-	-	-	-	
32-58-40	ADMINISTRATION VEHICLE		-	-	-	
	TOTAL	\$ -	\$ 67,930	\$ 225,000	\$ 228,232	\$ 350,000
	TOTAL RENTAL REVENUE	\$ 97,712	\$ 123,524	\$ 142,145	\$ 51,857	\$ 51,857
	TOTAL EXPENDITURES	\$ -	\$ 67,930	\$ 225,000	\$ 228,232	\$ 350,000
	REVENUES OVER EXPENDITURES	\$ 97,712	\$ 55,594	\$ (82,855)	\$ (176,375)	\$ (298,143)
	DIFFERENCE PLUS BEG. FUND BALANCE	\$ 535,530	\$ 591,124	\$ 508,339	\$ 414,819	\$ 293,051
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET					
	ENDING FUND BALANCE	\$ 535,530	\$ 591,124	\$ 508,339	\$ 414,819	\$ 293,051

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
UTILITY ENTERPRISE FUND BUDGET						
UTILITY FUND - REVENUES						
	<u>WATER REVENUE</u>					
51-42-05	POTABLE WATER	379,875	390,000	400,000	400,000	400,000
51-42-20	LIEN REVENUE	3,761	3,082	4,000	4,000	1,000
51-42-30	LIEN INTEREST - REVENUE	-	-	-	380	-
51-42-32	WATER FACILITY MAINTENANCE FEE	487	487	487	487	487
51-42-34	WATER METERS, PRV, PARTS	1,854	\$ -	1,000	6,000	100,000
51-42-36	PENALTY NON-COMPLIANCE	240	440	440	50	50
51-42-40	PLANT INVESTMENT FEES	120,000	-	133,000	115,000	-
51-42-60	OTHER WATER REVENUE	-	125,000	445,000	450,000	60,000
	TOTAL	\$ 506,216	\$ 519,009	\$ 983,927	\$ 975,917	\$ 561,537
	<u>WATER - MISCELLANEOUS REVENUE</u>					
51-44-10	FEMA PROJECT		162,010	-	-	-
51-44-15	DOLA - GRANT REVENUE			-	-	-
	TOTAL	\$ -	\$ 162,010	\$ -	\$ -	\$ -
	TOTAL WATER REVENUE	\$ 506,216	\$ 681,019	\$ 983,927	\$ 975,917	\$ 561,537
	<u>WASTEWATER REVENUE</u>					
51-46-05	USER FEES	669,690	680,325	692,402	685,000	700,000
51-46-10	LATE FEES			-	-	-
51-46-20	LIEN REVENUE	4,361	3,308	-	-	-
51-46-30	LIEN REVENUE - INTEREST	59	32	100	100	-
51-46-40	PLANT INVESTMENT FEES	225,498	8,351	116,914	116,914	-
51-46-60	OTHER WASTEWATER REVENUE		-	100	100	-
51-47-91	TRANSFER IN			-	-	-
	TOTAL WASTEWATER REVENUE	\$ 899,607	\$ 692,016	\$ 809,516	\$ 802,114	\$ 700,000
	<u>INTEREST</u>					
51-48-10	INTEREST ON INVESTMENTS	22,607	83,820	50,000	50,000	50,000
51-48-30	LATE FEES	6,409	6,500	8,000	6,500	6,500
	TOTAL INTEREST	\$ 29,016	\$ 90,320	\$ 58,000	\$ 56,500	\$ 56,500
	TOTAL UTILITY FUND REVENUE	\$ 1,434,840	\$ 1,463,355	\$ 1,851,443	\$ 1,834,531	\$ 1,318,037

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
UTILITY FUND - EXPENSES						
	EMPLOYEE EXPENSES					
51-70-01	SALARIES	204,089	158,717	132,525	138,000	145,000
51-70-02	401A EMPLOYER MATCH	6,030	4,762	3,976	4,140	7,250
51-70-10	EMPLOYEE HEALTH & WELLNESS	-	3,000	3,000	3,000	5,000
51-70-11	SS/MEDICARE EXPENSE	15,640	12,206	10,358	9,097	11,093
51-70-12	UNEMPLOYMENT EXPENSE	366	316	271	222	290
51-70-13	EMPLOYEE HEALTH INSURANCE	43,518	30,721	32,385	16,456	16,456
51-70-14	WORKER'S COMPENSATION	3,001	3,700	2,148	4,888	1,416
51-70-15	BOARD OF TRUSTEE SALARIES	710	840	2,880	508	1,000
	TOTAL	\$ 273,353	\$ 214,261	\$ 187,543	\$ 176,311	\$ 187,504
	GENERAL OPERATIONS EXPENSE					
51-72-02	BANK/CREDIT CARD FEES	4,560	4,500	5,000	3,500	3,000
51-72-06	COMPUTER/SOFTWARE/SUPPORT-OFFICE	14,316	15,000	20,000	20,000	40,000
51-72-10	MISCELLANEOUS	277	1,000	1,400	500	500
51-72-14	OFFICE SUPPLIES	1,571	1,500	2,500	750	750
51-72-18	POSTAGE EXPENSE	4,412	3,500	4,000	3,500	3,500
51-72-22	PUBLISHING EXPENSE	543	-	200	200	200
51-72-26	TELEPHONE/INTERNET EXPENSE	2,765	4,000	4,000	2,500	2,500
51-72-30	TOWN HALL RENTAL PAYMENT	12,397	12,397	12,397	12,400	12,400
51-72-34	UTILITIES-OFFICE	2,907	2,500	2,500	2,500	2,500
51-72-38	VEHICLE/EQUIP RENTAL PYMT TO ISF	23,220	23,220	22,449	25,000	25,000
51-72-42	VEHICLE MAINTENANCE/REPAIR	1,758	2,500	2,500	2,500	2,500
51-72-44	FUEL	6,287	9,000	9,000	5,000	5,000
51-72-45	UNIFORMS/SAFETY EQUIPMENT	-	-	1,000	1,000	5,000
51-72-60	REPAIRS AND MAINT - OFFICE BUILDING	3,263	3,000	3,000	3,500	3,500
	TOTAL	\$ 78,275	\$ 82,117	\$ 89,946	\$ 82,850	\$ 106,350
	CONTRACTUAL FEES					
51-73-20	AUDITOR FEES	4,500	4,638	4,775	4,774	10,000
51-73-40	INSURANCE - PROPERTY/LIABILITY	16,107	14,714	14,731	16,500	20,500
51-73-50	PROFESSIONAL FEES	26,010	28,900	-	55,000	50,000
51-73-60	LEGAL FEES	-	6,000	5,000	2,000	30,000
51-73-70	TREASURERS FEES	814	1,000	1,000	250	1,000
	TOTAL	\$ 47,431	\$ 55,252	\$ 25,506	\$ 78,524	\$ 111,500

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
	WATER - PLANT & EQUIPMENT					
51-74-15	COMPUTER EXPENSE-WATER SYSTEM	2,386	14,000	5,000	3,500	50,000
51-74-17	CONTRACT - PLANT OPERATOR	54,000	54,000	54,000	54,000	75,000
51-74-20	DITCH MAINTENANCE	-	-	500	500	500
51-74-25	EDUCATION	751	4,000	5,000	5,000	10,000
51-74-30	INFILTRATION GALLERY PROJECT	-	125,000	445,000	445,000	-
51-74-32	ENGINEERING FEES	907	38,000	15,000	15,000	25,000
51-74-40	HASP MEMBERSHIP DUES	1,610	1,610	2,500	1,600	2,000
51-74-45	LEAKS AND REPAIRS	100,820	35,000	150,000	250,000	50,000
51-74-50	MISCELLANEOUS	24	3,000	1,000	1,000	1,000
51-74-55	PERMITS/DUES/LOCATES	1,425	1,600	1,500	1,750	2,000
51-74-60	PUMPHOUSE EXPENSE	1,281	-	-	1,500	1,500
51-74-65	REPAIRS & MAINTENANCE- EQUIPMENT	3,434	14,000	10,000	1,000	25,000
51-74-70	UTILITIES	2,996	3,200	3,000	6,000	6,000
51-74-75	TESTING AND SUPPLIES	10,864	3,000	5,000	12,000	12,000
51-74-57	REPAIRS & MAINT - BUILDINGS			-	-	25,000
51-74-80	TOOLS & SUPPLIES	1,934	4,000	8,000	3,500	2,500
51-74-85	WATER METERS	9,588	15,000	10,000	2,500	60,000
51-74-90	WATER TANKS	408	176	10,000	10,000	10,000
51-74-95	WATER TREATMENT PLANT - UTILITIES	26,078	20,000	25,000	20,000	20,000
	TOTAL	\$ 218,506	\$ 335,586	\$ 750,500	\$ 833,850	\$ 377,500

Account #	Account Description	2022 Audited Final	2023 Amended	2024 Budgeted	2024 Amended	2025 Proposed
	WASTEWATER - PLANT & EQUIPMENT					
51-76-10	CAPITAL EXPENDITURES	-	21,405	100,000	100,000	100,000
51-76-20	COLLECTION SYSTEM MAINTENANCE	9,335	11,223	12,000	10,000	10,000
51-76-25	COMPUTER EXPENSE-WASTEWATER SYSTEM	2,591	-	8,000	8,000	50,000
51-76-27	CONTRACT - PLANT OPERATOR	60,000	60,000	60,000	60,000	60,000
51-76-30	EDUCATION	323	500	5,000	2,500	10,000
51-76-35	ENGINEERING FEES	-	-	5,000	3,500	5,000
51-76-36	LIFT STATION	2,000	5,000	5,000	10,000	10,000
51-76-45	MISCELLANEOUS	3,060	-	-	500	500
51-76-50	PERMITS/DUES/LOCATES	3,223	4,300	4,300	5,000	5,000
51-76-55	REPAIRS AND MAINTENANCE - EQUIPMENT	10,113	45,000	40,000	40,000	50,000
51-76-60	SLUDGE DISPOSAL	100,000	90,495	125,000	300,000	150,000
51-76-65	TESTING SUPPLIES AND CHEMICALS	6,744	8,000	8,000	5,000	5,000
51-76-70	TOOLS AND SUPPLIES	644	2,000	2,000	2,500	2,500
51-76-75	TRASH	828	1,500	1,500	1,500	1,500
51-76-80	UTILITIES-PLANT	70,747	67,000	75,000	75,000	75,000
	TOTAL	\$ 269,609	\$ 316,423	\$ 450,800	\$ 623,500	\$ 534,500
	DEBT SERVICE					
51-80-02	LOAN PRINCIPAL-SANITATION PLANT	-	231,000	238,400	238,400	240,000
51-80-04	LOAN INTEREST-SANITATION PLANT	93,270	86,616	79,154	79,154	80,000
51-80-06	LOAN PRINCIPAL-WATER PLANT	-	420	5,238	5,238	20,000
51-80-08	LOAN INTEREST-WATER PLANT	-	342	4,054	4,054	10,000
	TOTAL	\$ 93,270	\$ 317,616	\$ 326,846	\$ 326,846	\$ 350,000
	TOTAL UTILITY FUND EXPENDITURES	\$ 980,444	\$ 1,321,254	\$ 1,831,141	\$ 2,121,881	\$ 1,667,354
	TOTAL UTILITY FUND REVENUES	\$ 1,434,840	\$ 1,463,355	\$ 1,851,443	\$ 1,834,531	\$ 1,318,037
	TOTAL UTILITY FUND EXPENDITURES	\$ 980,444	\$ 1,321,254	\$ 1,831,141	\$ 2,121,881	\$ 1,667,354
	REVENUES OVER EXPENDITURES	\$ 454,395	\$ 142,101	\$ 20,302	\$ (287,350)	\$ (349,317)
	ESTIMATED UTILITY FUND CASH BALANCE	\$ 1,730,155	\$ 1,581,726	\$ 1,259,176	\$ 107,362	\$ (584,808)
	RESTRICTED FUNDS	\$ 290,530	\$ 342,852	\$ 342,852	\$ 342,852	\$ 342,852
	AVAILABLE FUNDS	\$ 1,439,625	\$ 1,238,874	\$ 916,324	\$ (235,490)	\$ (927,660)
	TABOR RESTRICTED FUNDS		43,901	55,543	55,036	39,541



To: Honorable Mayor Just and Fairplay Board of Trustees

From: Janell Sciacca, Town Administrator

Date: October 21, 2024

Re: New Business Item F – Park County Hazard Mitigation Plan Stakeholder Participation Letter

BACKGROUND AND OVERVIEW

The Park County Emergency Management Department reached out to the Mayor on October 8 requesting a Stakeholder Participation Letter from the Town of Fairplay for their 2024 Park County Hazard Mitigation Plan process.

The Code of Federal Regulations, particularly section 201.6, outlines requirements for Local Mitigation Plans. CFR section 201.6 is attached for the Board's information along with a proposed letter of participation. ([eCFR :: 44 CFR 201.6 -- Local Mitigation Plans.](#))

This will be a multi-jurisdictional plan and as such the Town must commit to being involved in the process, formally adopt the plan upon completion, and agree to incorporate requirements of the plan into the UDC and Town's capital improvement plans. Additionally, the Town would commit to being involved in review and updating the plan every 5 years. There is no financial commitment but rather agreement to support the County's application for grant funds. As a participant of the plan the Town may also utilize the document to seek out its own funding for projects.

I have suggested that a full update be provided at the upcoming Intergovernmental Meeting so that all jurisdictions have an equal opportunity to be provided with full details of the planned process and ask questions of the County Emergency Manager. This is a very important endeavor for Park County.

RECOMMENDATION

Staff recommends approval of the Park County Hazard Mitigation Plan Stakeholder Participation Letter as presented by motion, second and a roll call vote.

Attachments:

- Draft Stakeholder Participation Letter
- CFR 201.6



HAZARD MITIGATION PLAN LETTER OF INTENT TO PARTICIPATE

Park County Office of Emergency Management
Brad Golden
Emergency Manager
911 Clark Street
Fairplay, Colorado 80440

October 8, 2024

Town of Fairplay
Mr. Frank Just
Mayor
901 Main Street
PO Box 267
Fairplay, Colorado 80440

Re: Park County Hazard Mitigation Plan (HMP) "Statement of Intent to Participate"

Dear Mr. Just,

In accordance with the Federal Emergency Management Agency's (FEMA) Local Hazard Mitigation Plan (HMP) requirements, under 44 CFR §201.6, which specifically identify criteria that allow for multi-jurisdictional mitigation plans, Park County Office of Emergency Management (PCOEM) is submitting this letter of intent to confirm that the Town of Fairplay, Colorado has agreed to participate in PCOEM's Multi-Jurisdictional Hazard Mitigation Planning effort. If you choose not to participate, or agree to participate and do not follow-through, your jurisdiction will not be included in the final plan. Most importantly, however, choosing not to participate will disqualify your jurisdiction from seeking FEMA grant funding and State of Colorado Forest Grants because participation in our HMP is a mandate of the Community Wildfire Protection Plan (CWPP).

Further, as a condition to participating in the mitigation planning, the Town of Fairplay agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to PCOEM to complete the plan in conformance with FEMA requirements.

The Town of Fairplay understands that it must engage in the following planning process, as more fully described in FEMA's *Local Mitigation Planning Handbook* dated April 2023 including, but not limited to:

- Identification of hazards unique to the jurisdiction;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;

- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.);
- Documentation of an effective process to maintain and implement the plan;
- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by an agreement between the PCOEM and the Town of Fairplay, I Frank Just, Mayor, commit the Town of Fairplay to the PCOEM Multi-Jurisdictional Hazard Mitigation Planning effort.

Executed this 21st day of October, 2024

Brad Golden

Brad Golden
Emergency Manager
Park County Office of Emergency Management

October 21, 2024

Date

Frank Just, Mayor
Town of Fairplay, Colorado

Date



Displaying title 44, up to date as of 10/17/2024. Title 44 was last amended 10/10/2024.



Title 44 —Emergency Management and Assistance

Chapter I —Federal Emergency Management Agency, Department of Homeland Security

Subchapter D —Disaster Assistance

Part 201 —Mitigation Planning

§ 201.6 Local Mitigation Plans.

The local mitigation plan is the representation of the jurisdiction's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards. Local plans will also serve as the basis for the State to provide technical assistance and to prioritize project funding.

(a) *Plan requirements.*

- (1) A local government must have a mitigation plan approved pursuant to this section in order to receive HMGP project grants. A local government must have a mitigation plan approved pursuant to this section in order to apply for and receive mitigation project grants under all other mitigation grant programs.
- (2) Plans prepared for the FMA program, described at part 77 of this chapter, need only address these requirements as they relate to flood hazards in order to be eligible for FMA project grants. However, these plans must be clearly identified as being flood mitigation plans, and they will not meet the eligibility criteria for other mitigation grant programs, unless flooding is the only natural hazard the jurisdiction faces.
- (3) Regional Administrators may grant an exception to the plan requirement in extraordinary circumstances, such as in a small and impoverished community, when justification is provided. In these cases, a plan will be completed within 12 months of the award of the project grant. If a plan is not provided within this timeframe, the project grant will be terminated, and any costs incurred after notice of grant's termination will not be reimbursed by FEMA.
- (4) Multi-jurisdictional plans (e.g., watershed plans) may be accepted, as appropriate, as long as each jurisdiction has participated in the process and has officially adopted the plan. State-wide plans will not be accepted as multi-jurisdictional plans.

(b) *Planning process.* An open public involvement process is essential to the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process must include:

- (1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;
- (2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and nonprofit interests to be involved in the planning process; and
- (3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

(c) *Plan content.* The plan must include the following:

- (1) Documentation of the *planning process* used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.
- (2) A *risk assessment* that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards. The risk assessment must include:
 - (i) A description of the type, location, and extent of all natural hazards that can affect the jurisdiction. The plan must include information on previous occurrences of hazard events and on the probability of future hazard events.
 - (ii) A description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description must include an overall summary of each hazard and its impact on the community. All plans approved after October 1, 2008 must also address NFIP insured structures that have been repetitively damaged by floods. The plan should describe vulnerability in terms of:
 - (A) The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas;
 - (B) An estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(ii)(A) of this section and a description of the methodology used to prepare the estimate;
 - (C) Providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.
 - (iii) For multi-jurisdictional plans, the risk assessment section must assess each jurisdiction's risks where they vary from the risks facing the entire planning area.
- (3) A *mitigation strategy* that provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools. This section must include:
 - (i) A description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

- (ii) A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. All plans approved by FEMA after October 1, 2008, must also address the jurisdiction's participation in the NFIP, and continued compliance with NFIP requirements, as appropriate.
- (iii) An action plan describing how the actions identified in paragraph (c)(3)(ii) of this section will be prioritized, implemented, and administered by the local jurisdiction. Prioritization will include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.
- (iv) For multi-jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.
- (4) A *plan maintenance process* that includes:
 - (i) A section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.
 - (ii) A process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.
 - (iii) Discussion on how the community will continue public participation in the plan maintenance process.
- (5) **Documentation** that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (e.g., City Council, County Commissioner, Tribal Council). For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must document that it has been formally adopted.
- (d) **Plan review.**
 - (1) Plans must be submitted to the State Hazard Mitigation Officer (SHMO) for initial review and coordination. The State will then send the plan to the appropriate FEMA Regional Office for formal review and approval. Where the State point of contact for the FMA program is different from the SHMO, the SHMO will be responsible for coordinating the local plan reviews between the FMA point of contact and FEMA.
 - (2) The Regional review will be completed within 45 days after receipt from the State, whenever possible.
 - (3) A local jurisdiction must review and revise its plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit it for approval within 5 years in order to continue to be eligible for mitigation project grant funding.
 - (4) Managing States that have been approved under the criteria established by FEMA pursuant to 42 U.S.C. 5170c(c) will be delegated approval authority for local mitigation plans, and the review will be based on the criteria in this part. Managing States will review the plans within 45 days of receipt of the plans, whenever possible, and provide a copy of the approved plans to the Regional Office.

[67 FR 8848, Feb. 26, 2002, as amended at 67 FR 61515, Oct. 1, 2002; 68 FR 61370, Oct. 28, 2003; 69 FR 55096, Sept. 13, 2004; 72 FR 61748, Oct. 31, 2007; 74 FR 47482, Sept. 16, 2009; 86 FR 50674, Sept. 10, 2021]



AMENDED AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, October 21, 2024, at 6:00 P.M. in the
Fairplay Town Hall Board Room, 901 Main St, Fairplay, CO
[Join the TEAMS Meeting](#) (Meeting ID: 229 729 697 686 / Passcode: NUBGNf)

- I. **6:00 PM CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- II. **APPROVAL OF AGENDA**
- III. **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** – Paid bills for all Town funds from October 4, 2024, through October 17, 2024, in the amount of **\$112,279.78**.
- IV. **CITIZEN COMMENTS** *(This item allows for the public to sign up to address the Board on matters that are not on the agenda. Sign-up can be done prior to, or at the start of a meeting, on the required form.*
- V. **PROCLAMATIONS, PRESENTATIONS AND UPDATES**
 - A. Presentation by Russell Sarpy of Emergent Enforcement of CO9 & US 285 Speed Study Results.
 - B. Presentation of Proposed Consent Judgement by High Mountain Mining Company, LLC with In-Kind Equipment and Manpower for Town of Fairplay Beach Dredging Project.
- VI. **NEW BUSINESS**
 - A. **ARCHITECTURAL REVIEW COMMITTEE CASE COA 2024-003** – Consideration of an application from South Park Health Services District for a Certificate of Appropriateness for a Pharmacy Building to be located at 715 Main Street. *The Board of Trustees, sitting as the Architectural Review Committee, will consider an application from the South Park Health Services District for construction of a new building in the Town Center Historic Overlay District that will house a Pharmacy and 2 associated residential units.*
 - B. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay adopt Resolution No. 38, Series of 2024, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AMENDING THE DESIGNATED PUBLIC PLACES FOR THE POSTING OF TOWN MEETING NOTICES AS REQUIRED BY COLORADO OPEN MEETINGS LAW.** *The Board will modify the locations for posting Town meeting notices to add the 501 Visitor Center and remove the Fairplay Post Office.*
 - C. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay adopt Resolution No. 39, Series of 2024, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPOINTING JANELL SCIACCA AS INTERIM TOWN TREASURER.** *The Board will consider appointing Janell Sciacca Interim Town Treasurer.*
 - D. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay adopt Resolution No. 40, Series of 2024, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CHANGE ORDER TO A CONTRACT FOR CONSTRUCTION WITH VELOCITY CONSTRUCTORS, INC., APPROVED VIA RESOLUTION NO. 23, SERIES OF 2024.** *The Board will consider approving a Change Order for additional costs for the Beaver Creek Valve Replacement project.*
 - E. **Submission of FY2024 Amended Budget and FY2025 Proposed Budget to the Board of Trustees for all funds of the Town of Fairplay, CO.** *Per State Law, the Board is receiving the Town’s preliminary proposed FY2024 Amended Budget and FY2025 Budget for all Town funds and setting forth the public hearing dates for adoption.*
 - F. **Consideration of approval of Stakeholder Participation Letter for Park County Hazard Mitigation Plan Update.** *The Board will consider approving a letter to participate in the Hazard Mitigation Plan update process.*
- VII. **STAFF AND BOARD OF TRUSTEE REPORTS**
- VIII. **ADJOURNMENT.**

Upcoming Meetings / Important Dates

Park County Intergovernmental Meeting	October 30, 2024
Haunted Museum, Halloween Spooktacular & Trunk Or Treat	October 31, 2024
Board of Trustees Regular Meeting	November 4, 2024
Board of Trustees Regular Meeting	November 21, 2024