



**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, CO
Monday, July 7, 2025, at 6:00 P.M. in the
Fairplay Town Hall, 901 Main St, Fairplay, CO**

[Join the Meeting by TEAMS](#) (Meeting ID: 263 303 439 978 5 / Passcode: aW2fq3Rv)

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. CONSENT AGENDA *(This item is intended to streamline the Board Meeting grouping routine, non-controversial business. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. APPROVAL OF PRIOR MEETING MINUTES – May 12, 2025 Special Meeting.
 - B. APPROVAL OF PRIOR MEETING MINUTES – May 19, 2025 Regular Meeting.
 - C. APPROVAL OF CHECK EXPENDITURES – Paid bills for all Town funds from June 13, 2025, through July 3, 2025 in the amount of **\$83,626.50**.
- VI. CITIZEN COMMENTS *(This item allows the public to sign up to address the Board on matters that are not already on the agenda. Comments are limited to 5 minutes per person. On advice of counsel, neither the Board nor Staff members will directly respond to comments; instead, the Board will direct Staff to respond and, when necessary, provide a status update to the Board.)*
- VII. NEW BUSINESS
 - A. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 21, Series of 2025, entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND MARCIA MCMAHON FOR THE 200 6TH STREET STAIN AND PAINT PROJECT.”?
 - B. REQUEST FOR WAIVER OF TAP FEE - Should the Board of Trustees for the Town of Fairplay, sitting at the Water and Wastewater Enterprise Board, approve a request from Park County for waiver of a Water Tap / Plant Investment Fee for the Park County Sheriff's Office Bunkhouse?
 - C. FIRST READING – Board Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 22, Series of 2025, entitled “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN AMENDED CONSTRUCTION AGREEMENT WITH HIGH PEAK CONSTRUCTION, INC. FOR SIDEWALK CONSTRUCTION.”?
 - D. SECOND READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 20, Series of 2025, entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN AGREEMENT WITH TERRAGENESIS, LLC FOR DEWATERING, TRANSPORTATION AND LAND APPLICATION SERVICES FOR BIOSOLIDS.”?
 - E. Should the Board of Trustees for the Town of Fairplay, Colorado approve the purchase of real property adjacent to the Town's Water Plant, 1582 Beaver Creek Road and TBD Beaver Creek Road, Fairplay, CO 80440 AKA county parcel ID R0048989 and R0048990, and the purchase of 10 water stock certificates.
- VIII. PUBLIC HEARINGS
 - A. CERTIFICATE OF APPROPRIATENESS REQUEST – COA 2025-004. Should the Board of Trustees for the Town of Fairplay, sitting at the Architectural Review Committee, approve an application from South Park Health Services District for renovations for a Physical Therapy Building at 540 Front Street?
 - B. CONTINUED FROM APRIL 7, 2025: VARIANCE REQUEST – VAR 2025-001. Should the Board of Trustees for the Town of Fairplay, sitting at the Board of Adjustment, approve an application from ACL Real Estate dba Highside Brewing for a variance for relief from required parking requirements and parking lot design standards; and a variance for relief from the required State Highway 285 landscape setback and buffer for the property located at 411 US 285?
 - C. SECOND READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Ordinance No. 3, Series of 2025, entitled “AN ORDINANCE ADOPTING BY REFERENCE THE 2024 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, INTERNATIONAL EXISTING BUILDING CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL SWIMMING POOL AND SPA CODE, INTERNATIONAL WILDLAND-URBAN INTERFACE CODE, INTERNATIONAL FIRE CODE, THE 2023 NATIONAL ELECTRICAL CODE, COLORADO FUEL GAS CODE, COLORADO PLUMBING CODE, COLORADO WILDFIRE RESILIENCY CODE, COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE ALL REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA AND MAINTENANCE OF ALL BUILDINGS OR STRUCTURES, AND BUILDING SERVICE EQUIPMENT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE OF SEPTEMBER 1, 2025.”?
- IX. STAFF AND BOARD OF TRUSTEE REPORTS
 - A. 2nd Quarter Water and Sewer Operator In Responsible Charge (ORC) Report from Warm Springs Consulting, LLC.
- X. ADJOURNMENT.

Upcoming Meetings / Events

Park County Fair & Rodeo	July 11-20, 2025
Fairplay Board of Trustees Special Work Session	July 12, 2025
Fairplay Board of Trustees Regular Meeting	July 21, 2025
Fairplay Gem, Mineral and Jewelry Show	July 24-27, 2025
TGIFairplay FREE Concert Friday with The Long Run	July 25, 2025
76 th Burro Days Celebration	July 25-27, 2025
Fairplay Board of Trustees Regular Meeting	August 4, 2025
National Night Out	August 5, 2025
TGIFairplay Final FREE Concert Friday with Hazel Miller and FREE Ice Cream & Peaches	August 22, 2025
Fairplay Fall Festival	September 20, 2025



**OFFICIAL MINUTES
SPECIAL BOARD MEETING
MAY 12, 2025
901 MAIN STREET, FAIRPLAY, CO 80440**

I. REGULAR MEETING – CALL TO ORDER

A Special Meeting of the Fairplay Board of Trustees was called to order on Monday, May 12, 2025, at 5:01 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. PLEDGE OF ALLEGIANCE

Mayor Just led the pledge of allegiance.

III. ROLL CALL

BOARD MEMBERS PRESENT: Mayor Frank Just, Mayor Pro Tem Ray Douglas, Trustee Erik Baum, Trustee Josh Voorhis and Trustee Avery.

BOARD MEMBERS ABSENT:

STAFF IN ATTENDANCE: Town Administrator Janell Sciacca, Town Planner Scot Hunn, and Town Attorney Joe Rivera

IV. APPROVAL OF AGENDA

MOTION to approve the agenda as presented was made by Mayor Pro Tem Douglas and seconded by Trustee Voorhis.

- Roll call vote: Unanimous approval.

V. CONSENT AGENDA

A. APPROVAL OF EXPENDITURES – Paid bills for all Town funds from May 2, 2025 through May 8, 2025, in the amount of \$147,630.28.

MOTION to approve the Consent Agenda as presented with the expenditures as stated was made by Trustee Baum and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

VI. CITIZEN COMMENTS – None.

VII. NEW BUSINESS

A. Presentation from Town Attorney Joe Rivera Regarding Colorado Annexation Process.

Town Attorney Rivera provided an overview of the types of annexation, process, requirements and steps involved.

VIII. EXECUTIVE SESSIONS

- A.** As authorized under sections 24-6-402(4)(b) and (4)(e) of the Colorado Revised Statutes, an executive session of the Board of Trustees to discuss the Town of Fairplay's potential annexation of real property into the town and the related annexation agreement and to engage in negotiations, develop negotiation strategy, instruct negotiators, and receive legal advice regarding same.
- B.** As authorized under sections 24-6-402(4)(a), (4)(b), and (4)(e) of the Colorado Revised Statutes, an executive session of the Board of Trustees to discuss the acquisition of certain real property and to develop negotiation strategy, instruct negotiators, and receive legal advice regarding same.

MOTION to enter into Executive Session with visitors to discuss the Town of Fairplay's potential annexation of real property into the Town and the related annexation agreement and to engage in negotiations, develop negotiation strategy, instruct negotiators, and receive legal advice regarding same as authorized under sections 24-6-402(4)(b) and (4)(e) of the Colorado Revised Statutes; and to discuss the acquisition of certain real property and to develop negotiation strategy, instruct negotiators, and receive legal advice regarding same under sections 24-6-402(4)(a), (4)(b), and (4)(e) of the Colorado Revised Statutes; and to return to the open meeting at the close of the Executive Session for the purpose of taking any action as necessary was made by Trustee Avery and seconded by Mayor Pro Tem Douglas at 5:11 PM.

- Roll call vote: Unanimous approval.

IX. RECONVENE REGULAR MEETING

The Regular Meeting was reconvened at 7:50 PM. Frank Just announced the participants of the Executive Session as Mayor Just, Mayor Pro Tem Douglas, Trustee Voorhis, Baum and Avery, Town Administrator Sciacca, Town Attorney Joe Rivera and

X. ADJOURNMENT.

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 7:51 PM.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk



**OFFICIAL MINUTES
REGULAR BOARD MEETING
MAY 19, 2025
901 MAIN STREET, FAIRPLAY, CO 80440**

I. REGULAR MEETING – CALL TO ORDER

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, May 19, 2025, at 6:00 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. PLEDGE OF ALLEGIANCE

Mayor Just led the pledge of allegiance.

III. ROLL CALL

BOARD MEMBERS PRESENT: Mayor Frank Just, Mayor Pro Tem Ray Douglas, Trustee Courtney Avery, and Trustee Josh Voorhis.

BOARD MEMBERS ABSENT: Trustee Erik Baum.

STAFF IN ATTENDANCE: Town Administrator Janell Sciacca, Building Official Kyle Parag, Town Attorney Joe Rivera.

IV. APPROVAL OF AGENDA

MOTION to approve the agenda as presented was made by Trustee Voorhis and seconded by Mayor Pro Tem Douglas.

- Roll call vote: Unanimous approval.

V. CONSENT AGENDA

A. APPROVAL OF EXPENDITURES – Paid bills for all Town funds from May 9, 2025, through May 14, 2025, in the amount of \$51,291.92.

MOTION to approve the Consent Agenda as presented with the expenditures as stated was made by Trustee Voorhis and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

VI. CITIZEN COMMENTS

Pat Stoinski, 1150 Castello Avenue, expressed frustration with the Town's development processes, particularly regarding a lot line adjustment. Stoinski indicated that what she had been advised was a simple process was not. She felt there were many complications and unclear communication which made the process overwhelming. She was concerned about costs and indicated there was no clear explanation of the fees for contract staff and criticized that they were unfamiliar with Fairplay and how things were done. Stoinski suggested the Town Planner have a more central role to help streamline the processes and suggested the Town should take middle-ground on matters for more user-friendly processes and encourage business growth. Mayor Just thanked Stoinski for her comments and requested that she put her concerns in writing to the Board if she desired a formal response.

VII. PROCLAMATIONS, PRESENTATIONS & UPDATES

A. Proclamation recognizing May 18-24, 2025 as National Public Works Week.

Mayor Just read the proclamation into the record and signed it recognizing the importance of public works professionals in maintaining vital infrastructure and services. He extended appreciation to the Town's staff for their work on behalf of the community.

B. Proclamation recognizing May 19, 2025 as Celebrate Your Elected Officials Day.

Mayor Just read the proclamation into the record and signed it acknowledging the vital role of local elected officials in representing community interests and needs, their commitment to public service, accountability, and community betterment. He and Town Administrator Sciacca expressed appreciation to the Fairplay Board of Trustees for their service and dedication.

- C. Update from Steve Crozier, Managing Partner of FP Land, LLC, regarding The Bluffs Development with presentation regarding Colorado Housing Finance Authority (CHFA) Land Banking Program.

Steve Crozier provided an introduction on the topic of land banking program as part of Proposition 123. He introduced Tanner Crawley of Trellis Housing Partners who presented details of the program and how those would apply to the Bluffs project. Crawley reviewed a presentation reporting on Prop123 funding and the Land Banking Program. He highlighted:

- o Prop123 was funded by 0.1% of state income tax creating a \$300 million fund for affordable housing.
- o The Land banking program allows purchase of land for affordable and middle-income housing development.
- o Provides 100% funding for land costs as a recoverable grant that becomes forgivable if an affordable housing project is developed within 10 years.

Crawley reported that 2 rounds of funding already occurred, with \$25 million and \$48 million distributed respectively, and the next funding round opened in July 2025 with a focus on rural and rural resort applications. He stated that the loan terms were 10 years at 2.5% interest, non-recourse, no liability, and no interest payments and the program covers 100% of closing costs, legal costs, and other associated expenses. Crawley then presented the opportunity of the Bluffs development as a potential application for Fairplay noting it was a 10.72-acre parcel with an approved PUD for 149 mixed-use units. He highlighted the project included diverse housing types: single-family homes, duplexes, townhomes, and apartments which aligned with the program criteria: relative density, mixed-income potential, modular construction. He advised that the Town of Fairplay would be an ideal applicant as a local government entity that had opted in for Prop123 funding. Crawley then reviewed two potential methods for implementation:

- o Town purchases land directly and issues RFP for development partners; or
- o Town applies for funds and provides a mirror loan to a development partner.

Steve Crozier highlighted Grand Junction's recent use of the program to purchase 30 acres.

Board discussion ensued with the potential for phased development to address specific community needs over time. The program's attractiveness was highlighted due to minimal financial risk and potential for leveraging additional state funding. Mayor Just expressed concern about the Town's ability of Staff to handle administrative tasks and emphasized the need for zero financial exposure. Crawley assured that the program could be structured to minimize administrative burden on the town. Board members requested more time to digest the information and suggested a future work session for further discussion. Mayor Just proposed moving the effective date to December 31st to align better with construction planning cycles. Town Administrator Sciacca advised she would follow up with Crozier and Crawley to schedule a work session date.

VIII. PUBLIC HEARINGS

- A. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay approve the adoption of Ordinance No. 3, Series of 2025, entitled “**AN ORDINANCE ADOPTING BY REFERENCE THE 2024 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, INTERNATIONAL EXISTING BUILDING CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL SWIMMING POOL AND SPA CODE, INTERNATIONAL WILDLAND-URBAN INTERFACE CODE, INTERNATIONAL FIRE CODE, THE 2023 NATIONAL ELECTRICAL CODE, COLORADO FUEL GAS CODE, COLORADO PLUMBING CODE, COLORADO WILDFIRE RESILIENCY CODE, COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE ALL REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA AND MAINTENANCE OF ALL BUILDINGS OR STRUCTURES, AND BUILDING SERVICE EQUIPMENT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE OF SEPTEMBER 1, 2025.**”?

Kyle Parag, Building Official, introduced the new building code suite recommended for adoption. He advised the ordinance included adoption of 2024 editions of various international codes and Colorado-specific codes. Parag advised that he made initial changes based on previous feedback received:

- o Removed unnecessary mandates from the ADU section.
- o Removed sprinkler requirement from the Wildland code.
- o Removed the radon appendix.

He stated the proposed effective date was September 1, 2025. Mayor Just suggested moving the effective date to December 31st to better align with construction planning cycles. He also raised concerns about the requirement for Heat Recovery Ventilators (HRVs) in buildings over 800 square feet and costs and installation implications of HRV systems. Just expressed concern about the broad language in the administrative section (18-1-10) regarding building permits. Clarification was requested on the ability of the Town to modify certain code requirements. Concerns were also raised regarding electrical work requirements, with Mayor Just arguing for more flexibility in allowing homeowners to perform simple electrical tasks. He also

suggested changes to wording in various sections for clarity and reasonableness. Following additional discussion, Parag advised he would bring back responses at the next meeting and Town Attorney Rivera would review potential modifications to code language, particularly administrative sections. Parag encouraged Board members to compile a list of other desired changes for further discussion and the Board generally felt a work session would be beneficial for more detailed review of the ordinance. Town Administrator Sciacca advised that the required publications were completed, and the first official public hearing of the ordinance was scheduled for July 7th.

B. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Ordinance No. 4, Series of 2025, entitled “**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AMENDING THE FAIRPLAY MUNICIPAL CODE CHAPTER 8 – VEHICLES AND TRAFFIC TO IMPLEMENT A NEW AUTOMATED VEHICLE IDENTIFICATION SYSTEM (AVIS) TO REPLACE THE PREVIOUSLY-APPROVED AVIS TO SUPPORT THE FAIRPLAY TRAFFIC SAFETY INITIATIVE.**”?

Mayor Just introduced the topic and opened the public hearing. Chief Worley presented an overview of the ordinance. He reported the ordinance aims to establish public safety corridors for automated speed enforcement on certain designated roads. Those corridors include sections of Highway 285 and Highway 9 within town limits. He advised the program would allow for 24/7 automated speed violation detections using stationary cameras or speed trailers and that specific signage was required if approved. Worley reported the initial implementation would be done using handheld lidar devices, with potential for stationary cameras in the future. Trustee Avery sought clarification on the extent of the program, which Worley confirmed was primarily for speeding on Highway 285 and Highway 9. Worley also clarified that the cameras were solely for speed enforcement, with potential for license plate reading to detect stolen vehicles. Mayor Pro Tem Douglas inquired about coordination with CDOT for signage implementation. Chief Worley emphasized the program's goal is to reduce speeding and improve safety, not generate revenue. Board members voiced general support with everyone voicing concerns with the level of speeding being seen, both on the highway and in the school zone, and for pedestrian safety.

MOTION to approve adoption of Ordinance No. 4, Series of 2025, as presented was made by Trustee Voorhis and seconded by Mayor Pro Tem Douglas.

- Roll call vote: Unanimous approval.

IX. STAFF AND BOARD OF TRUSTEE REPORTS

Chief Worley inquired about board interest in regular police bulletins or crime reports for the community. Trustee Avery suggested offering the information to The Flume for publication. Town Administrator Sciacca mentioned using Facebook for sharing important updates, noting it generates significant community engagement. The Chief also reported on a recent child sexual assault case that resulted in a plea deal, with the perpetrator receiving 12 years in prison.

Building Official Parag provided an update on building permits and inspection noting a recent uptick in activity with several big projects submitted and increased inspection numbers. He reported he was anticipating a busy year ahead for Fairplay.

Town Administrator Sciacca provided updates on various town projects:

- Ongoing sidewalk construction progress around town, with some minor setbacks near 501 Main.
- Update on the 501 Main building roof damage claim, which may be denied by insurance.
- River Park project progressing, with positive feedback from the community.
- Code enforcement efforts to be increased with the help of Officer Berlanga.
- Upcoming CDOT presentation on the access study for Highway 285 on May 21st at 501 Main.
- Planned power outage by Excel, potentially rescheduled due to weather concerns.
- Consumer Confidence Report for water quality to be mailed with June bills.

Mayor Pro Tem Douglas mentioned attending an upcoming spring conference in Keystone, offering to share any concerns or questions from the Board.

X. EXECUTIVE SESSION

- A.** An executive session of the Board of Trustees to discuss the acquisition of certain real property and to develop negotiation strategy, instruct negotiators, and receive legal advice regarding same, as authorized under sections 24-6-402(4)(a), (4)(b), and (4)(e) of the Colorado Revised Statutes. At the conclusion of the executive session, the Board of Trustees will reconvene the open meeting and, if necessary, take action on this item in open session.

MOTION to enter into executive session for the purpose of discussing the acquisition of certain real property and to develop negotiation strategy, instruct negotiators, and receive legal advice regarding same, as authorized under sections 24-6-402(4)(a),

(4)(b), and (4)(e) of the Colorado Revised Statutes and return to regular session to take action as necessary was made by Mayor Just and seconded by Mayor Pro Tem Douglas at 8:22 PM.

- Roll call vote: Unanimous approval.

XI. RECONVENE REGULAR MEETING AND ADJOURNMENT.

Upon returning to regular session at 8:40 PM, the Town Attorney presented five motions for the Board's consideration:

MOTION to retain Amy Caniglia to represent the Town in the purchase of real property and authorize the Mayor to execute all related contracts as approved by the Town Attorney. Motion made by Trustee Voorhis and seconded by Mayor Pro Tem Douglas.

- Roll call vote: Unanimous approval.

MOTION to authorize the town to obtain an appraisal of the vacant real property, including market value with water rights, as approved by the Town Attorney. Motion made by Trustee Voorhis and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

MOTION to authorize the Town Administrator to obtain a legal description of the real property at issue and execute related contracts as approved by the Town Attorney. Motion made by Mayor Pro Tem Douglas and seconded by Trustee Voorhis.

- Roll call vote: Unanimous approval.

MOTION to authorize the Town Attorney to obtain necessary financing for the property acquisition, with the board retaining full discretion to approve the preliminary loan application at a future meeting. Motion made by Mayor Pro Tem Douglas and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

MOTION to authorize the Town Administrator to enter into a purchase contract for the real property, with or without water rights, including the minimum earnest money required by loan terms, with the board retaining full discretion to approve the final purchase at a future open meeting. Motion made by Trustee Voorhis and seconded by Mayor Pro Tem Douglas.

- Roll call vote: Unanimous approval.

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 8:45 PM.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk

Report Criteria:

Detail report type printed

Check.Type = "Calculated","Void"

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
06/18/2025	30072	Caselle, Inc	Software Support July 202	1	06/01/2025	1,896.00	105060
Total 334:						1,896.00	
06/23/2025	30102	Cash	Petty Cash - Kelsey Sprys	1	06/20/2025	800.00	101002
Total 340:						800.00	
06/24/2025	30117	Colorado Bureau of Investi	backgroud checks for Amy	1	06/24/2025	77.00	105070
Total 472:						77.00	
06/18/2025	30069	4 Rivers Equipment	PW Backhoe Cylinder	1	06/10/2025	3,115.34	105625
Total 532:						3,115.34	
06/18/2025	30089	O'Rourke Media Group, LL	ORDINACE NO. 3 2025 Pu	1	06/06/2025	38.70	106125
06/18/2025	30089		ORDINACE NO. 3 2025 Pu	2	06/06/2025	27.00	106125
Total 868:						65.70	
06/18/2025	30093	Postal Pros Southwest, Inc	utility billing May 2025	1	06/13/2025	323.48	517218
06/18/2025	30093		utility billing May 2025	1	06/13/2025	134.90	517218
06/18/2025	30093		utility billing May 2025	1	06/13/2025	160.80	517218
Total 1699:						619.18	
06/18/2025	30095	Town of Fairplay	501 Main Street	1	05/31/2025	188.90	105195
Total 2134:						188.90	
06/18/2025	30098	USABlueBook	WW Testing Supplies	1	05/16/2025	210.43	517665
06/18/2025	30098		WWTP Testing	1	05/30/2025	303.16	517475
06/18/2025	30098		Shelving for WW	1	06/03/2025	343.95	517670
Total 2176:						857.54	
06/18/2025	30099	Utility Notification Center	WW Locates	1	05/31/2025	32.38	517650
06/18/2025	30099		WW Locates	1	05/31/2025	34.89	517650
Total 2194:						67.27	
06/18/2025	30100	Xcel Energy	Street Lights and Sign	1	06/02/2025	2,021.19	105640
06/23/2025	30110		945 Quarry Rd	1	06/13/2025	18.40	517490
Total 2296:						2,039.59	
06/18/2025	30085	KONICA MINOLTA BUSIN	Town Hall copier	1	05/31/2025	103.65	105032
06/18/2025	30085		PUBLIC WORKS	2	05/31/2025	10.99	105630
06/18/2025	30085		Events Misc.	3	05/31/2025	10.99	105170
06/18/2025	30085		pd copier	4	05/31/2025	30.49	105465

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2448:						156.12	
06/24/2025	30115	Family Support Registry	15890460 6/27/2025	1	06/21/2025	285.69	102265
Total 2456:						285.69	
06/18/2025	30088	NAPA Auto Parts	PD Car Supplies	1	05/31/2025	13.95	105445
06/18/2025	30088		PD Car Supplies	2	05/31/2025	63.35	105420
06/18/2025	30088		PD Parts for oil change	3	05/31/2025	72.68	105420
06/18/2025	30088		PD Parts for oil change	4	05/31/2025	98.44	105420
06/18/2025	30088		PW Hydraulic Line Repair	5	05/31/2025	44.70	105625
06/18/2025	30088		PW Brake Parts	6	05/31/2025	7.19	105625
06/18/2025	30088		PW Hydf fluid for Street Swe	7	05/31/2025	100.99	105625
06/18/2025	30088		PW Fuel Treatment	8	05/31/2025	8.49	105625
06/18/2025	30088		PD Supplies for Oil Chang	9	05/31/2025	72.68	105420
06/18/2025	30088		PD Parts for Oil Change Ta	10	05/31/2025	9.32	105420
06/18/2025	30088		PW Grease for Shop	11	05/31/2025	62.90	105625
06/18/2025	30088		PD Vehicle maint	12	05/31/2025	35.45	105420
06/18/2025	30088		PW Dump Truck Repair	13	05/31/2025	2.36	105625
06/18/2025	30088		PW Hose Repair Backhoe	14	05/31/2025	204.44	105625
06/18/2025	30088		PW Hydraulic Fluid for Grad	15	05/31/2025	100.99	105625
Total 2608:						897.93	
06/18/2025	30076	Colorado Natural Gas, Inc.	PW shop	1	06/03/2025	637.55	105650
06/18/2025	30076		901 Main Street	1	06/03/2025	214.65	105023
06/18/2025	30076		WWTP	1	06/03/2025	1,755.54	517680
06/18/2025	30076		PW office	1	06/03/2025	171.77	105650
06/18/2025	30076		501 Main Street	1	06/03/2025	114.95	105195
Total 2728:						2,894.46	
06/18/2025	30073	CHAFFEE COUNTY APEX	Public Works Trash Service	1	06/16/2025	298.84	105650
06/18/2025	30073		Sand Plant Trash Services	2	06/16/2025	98.90	517675
Total 2801:						397.74	
06/23/2025	30104	Colorado Analytical Lab	WWTP Required Testing	1	06/13/2025	209.00	517665
06/23/2025	30104		WWTP Required Testing S	1	06/13/2025	403.00	517665
06/18/2025	30075		Water Plant Testing	1	06/06/2025	24.00	517475
06/18/2025	30075		Drinking Water Required T	1	06/12/2025	54.00	517475
Total 2864:						690.00	
06/23/2025	30105	Continental Divide Producti	4th of July - Sound	1	06/19/2025	675.00	105171
06/23/2025	30105		TGIF June Concert - Soun	1	06/19/2025	675.00	105150
Total 3123:						1,350.00	
06/18/2025	30081	Hunn Planning & Policy, LL	General Planning svcs Ma	1	06/04/2025	2,123.20	105105
06/18/2025	30081		Bill Backs - Multiple	2	06/04/2025	787.50	105107
Total 3183:						2,910.70	
06/23/2025	30103	Chris Daniels & the Kings	TGIF June Concert - Band	1	06/20/2025	3,500.00	105150

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3219:						3,500.00	
06/18/2025	30094	SGM	General Engineering Svcs.	1	05/27/2025	1,689.50	105105
06/18/2025	30094		Pre-Application Meeting Fe	1	05/27/2025	96.50	105105
06/18/2025	30094		Impact Fee Services May 2	1	05/27/2025	1,712.94	517350
06/18/2025	30094		Front Street Sidewalk Surv	1	06/10/2025	11,764.00	105670
06/18/2025	30094		General Engineering Svcs.	1	05/27/2025	163.50	105105
06/18/2025	30094		Frank Minor Sub Division -	1	05/27/2025	1,527.00	105107
06/18/2025	30094		General Engineering Svcs.	1	05/27/2025	436.00	105105
06/18/2025	30094		General Engineering Svcs.	1	05/27/2025	1,035.50	105105
06/18/2025	30094		Stoinski LL Vacate Plate B	1	05/27/2025	655.00	105107
Total 3272:						19,079.94	
06/18/2025	30097	UniFirst	Gas Monitor Cal	1	06/05/2025	98.64	517665
Total 3462:						98.64	
06/23/2025	30111	Jim Greer - Narrow Gauge	4th of July Band - Narrow	1	06/19/2025	3,200.00	105171
Total 3532:						3,200.00	
06/18/2025	30092	Phoenix Technology Group	Data Migration/Warranty N	1	06/11/2025	526.27	105060
06/18/2025	30092		Admin Managed IT Service	1	06/17/2025	1,503.15	105060
06/18/2025	30092		PD Managed IT Service Jul	2	06/17/2025	1,503.15	105465
06/18/2025	30092		PD Managed IT Service Jul	3	06/17/2025	774.35	517206
06/18/2025	30092		UTILITIES MANAGED IT S	4	06/17/2025	774.35	105645
Total 3580:						5,081.27	
06/18/2025	30079	Hardesty Engineering and	On-Call Engineering Fees	1	06/03/2025	2,548.96	517432
Total 3618:						2,548.96	
06/23/2025	30109	Trippwire Productions, LLC	4th of July Band - The Lon	1	06/20/2025	3,500.00	105150
Total 3624:						3,500.00	
06/18/2025	30090	Otto's	1st Quarter 2025 ESTIP Ag	1	06/09/2025	5,967.87	105076
Total 3651:						5,967.87	
06/18/2025	30074	Charles Abbott Associates,	Building Inspections May 2	1	05/31/2025	739.31	105058
Total 3655:						739.31	
06/18/2025	30071	AT&T	Transit Phone	1	06/07/2025	24.41	105250
06/18/2025	30071		PD Phones	2	06/07/2025	421.20	105455
06/18/2025	30071		Admin Phones	3	06/07/2025	54.94	105065
06/18/2025	30071		PW Phones	4	06/07/2025	79.36	105645
06/18/2025	30071		Water Dept	5	06/07/2025	30.52	517226
Total 3690:						610.43	
06/18/2025	Multiple	Konica Minolta Premier Fin	Marketing Copier	1	06/06/2025	101.14	105130
06/18/2025	Multiple		PW copier	2	06/06/2025	101.13	105630

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
06/18/2025	Multiple		ADMIN COPIER	3	06/06/2025	200.18	105032
06/18/2025	Multiple		PD copier	4	06/06/2025	70.50	105465
Total 3700:						472.95	
06/23/2025	30108	Rocky Mtn. Puppets Mega	4th of July Ventriloquist	1	05/15/2025	.00	105171
06/23/2025	30112		4th of July Ventriloquist	3	05/15/2025	.00	105171
06/23/2025	30113		4th of July Ventriloquist	5	05/15/2025	.00	105171
06/23/2025	30114		4th of July Ventriloquist	7	05/15/2025	350.00	105171
Total 3712:						350.00	
06/18/2025	30091	Park County Law Enforcem	Carrington Golf Team Entry	1	05/12/2025	1,400.00	105110
Total 3721:						1,400.00	
06/18/2025	30080	HIGH COUNTRY AQUA T	Bleach	1	05/31/2025	739.20	517475
Total 3915:						739.20	
06/18/2025	30087	MURRAY DAHL BEERY &	GENERAL LEGAL COUNS	1	06/10/2025	10,740.41	105057
06/18/2025	30087		BILL BACK FINLEY SUB	2	06/10/2025	293.75	105107
Total 3918:						11,034.16	
Multiple	30063	U.S. BANK	Flights to UT for Caselle Tr	1	05/20/2025	.00	105015
Multiple	30054		Water Treatment Operator	1	05/20/2025	.00	517425
06/18/2025	30096		PD Hose Attachment	1	05/20/2025	.00	105445
06/18/2025	30096		Training Meal	2	05/20/2025	.00	105424
06/18/2025	30096		Treaining Meal plus tip	3	05/20/2025	.00	105424
06/18/2025	30096		Training Meal	4	05/20/2025	.00	105424
06/18/2025	30096		Training Meal	5	05/20/2025	.00	105424
06/18/2025	30096		Training Meal plus tip	6	05/20/2025	.00	105424
06/18/2025	30096		Training Meal plus tip	7	05/20/2025	.00	105424
06/18/2025	30096		Training Meal	8	05/20/2025	.00	105424
06/18/2025	30096		Training Meal plus tip	9	05/20/2025	.00	105424
06/18/2025	30096		Training Lodging	10	05/20/2025	.00	105424
Multiple	30054		CCCMA Lodging Sciacca	1	05/20/2025	.00	105110
Multiple	30054		CML Registration Sciacca	2	05/20/2025	.00	105110
Multiple	30054		Postage Fees for Checks t	3	05/20/2025	.00	105030
Multiple	30054		CGFOA Class - Sciacca	4	05/20/2025	.00	105110
Multiple	30054		Annual Domain Registratio	5	05/20/2025	.00	105060
Multiple	30054		Annual Domain Registratio	6	05/20/2025	.00	105060
Multiple	30054		Laptop Computer Replace	7	05/20/2025	.00	105060
Multiple	30054		PD Embroidered Hoodies -	8	05/20/2025	.00	517010
Multiple	30054		QR Codes	1	05/20/2025	.00	105130
Multiple	30054		Packaging for mailing rack	2	05/20/2025	.00	105130
Multiple	30054		Marketing Postage for Maili	3	05/20/2025	.00	105130
Multiple	30054		Postage For Mailing Rack	4	05/20/2025	.00	105130
Multiple	30054		Events Table Cloths 4th of	5	05/20/2025	.00	105171
Multiple	30054		Events TGIF Table Cloths	6	05/20/2025	.00	105150
Multiple	30054		Events Glow Necklaces 4th	7	05/20/2025	.00	105171
Multiple	30054		Events Drink Tickets and G	8	05/20/2025	.00	105150
Multiple	30054		Visitor Center Map Holder	9	05/20/2025	.00	105120
Multiple	30054		TGIF Events Beer Cups	10	05/20/2025	.00	105150
Multiple	30054		Burro Days Events Beer C	11	05/20/2025	.00	105162
Multiple	30054		4th of July Events Beer Cu	12	05/20/2025	.00	105171

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Multiple	30054		PW Steering Column	1	05/20/2025	.00	105625
Multiple	30054		PW Ford Dump Truck Start	2	05/20/2025	.00	105625
Multiple	30054		Postage	1	05/20/2025	.00	105035
Multiple	30054		Courtney Avery - Name Pla	2	05/20/2025	.00	105070
Total 3937:						.00	
06/18/2025	30077	Core & Main	Water Meter Adapters	1	06/06/2025	31.58	517450
Total 3938:						31.58	
06/18/2025	30070	Alpine Civil Construction	Waste Water Service Call	1	06/06/2025	540.00	517620
Total 3940:						540.00	
06/18/2025	30084	Kelsey Sprys	4th of July yard game, para	1	06/15/2025	550.07	105171
06/18/2025	30084		TGIF Fairplay yard games	2	06/15/2025	66.92	105150
06/18/2025	30084		Fall Festival yard game	3	06/15/2025	19.00	105167
06/18/2025	30084		Burro Days chips for event	4	06/15/2025	6.64	105162
Total 3945:						642.63	
06/18/2025	30078	Emergent Enforcement Sol	AVIS/EES Monthly Fees	1	06/02/2025	2,758.00	105476
Total 3946:						2,758.00	
06/18/2025	30082	ITAD Electronics Recyclers	Town Clean Up Electronics	1	06/09/2025	1,022.40	105135
Total 3947:						1,022.40	
06/18/2025	30083	Jeane M Tucker	Refund Vendor Space - Bu	1	06/09/2025	225.00	104756
Total 3948:						225.00	
06/23/2025	30106	High Rockies Community S	4th of July Kids Activities	1	06/20/2025	325.00	105171
06/23/2025	30106		TGIF Concert June - Kids	1	06/20/2025	200.00	105150
Total 3949:						525.00	
06/23/2025	30107	Narrow Gauge	4th of July - Concert - Narr	1	06/19/2025	.00	105171
Total 3950:						.00	
06/24/2025	30116	Zions Bancorporation, Nati	Sanitation Debt Service An	1	06/24/2025	250.00	517210
Total 3951:						250.00	
Grand Totals:						83,626.50	

Report Criteria:

Detail report type printed

Check.Type = "Calculated","Void"



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Alex Wagner, Special Projects Coordinator

RE: Resolution Approving PIIP Agreement with Marcia McMahon

DATE: July 7, 2025

Agenda Item: Resolution for PIIP Agreement

This resolution approves an agreement with Marcia McMahon for the 200 Sixth Street Stain & Paint Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for \$4,222 to go towards the exterior restaining & painting of business and fence which will improve the street view of the property, and better weatherproof the structures. The property taxes paid for this property over the last five years is \$4,587. The estimate for the work is \$8,445.44. You have \$15,025 in your PIIP line item for 2025. Staff recommends approval of this application.

Approval of this resolution will require a motion, second and a roll call vote.

**TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 2025-21**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND MARCIA MCMAHON FOR THE 200 SIXTH STREET EXTERIOR STAIN & PAINT PROJECT.

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

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

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

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

RESOLVED, APPROVED, and ADOPTED this 7th day of July 2025.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT
(200 SIXTH STREET STAIN & PAINTING PROJECT)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (200 Sixth Street Stain & Painting Project) (hereafter referred to as the "200 Sixth Street Stain & Painting PIIP Agreement") is made and executed this 7th day of July, 2025, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Marcia McMahon (hereafter referred to as the "Owner").

W I T N E S S E T H

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 200 Sixth Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by Restaining the Exterior and Repainting Trim of the Business, in which said improvements will enhance the appearance of the Property and of the Town; and

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

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

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

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

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

2. **Scope of Work.** The parties hereby mutually agree that Owner shall construct, or cause to be constructed, the improvements to the Property set forth in **Exhibit A** hereto (the "Work" or the "Project"). Such work shall be completed to the reasonable satisfaction of the Town prior to any reimbursement pursuant to this PIIP Agreement. Any change in the Scope of Work shall require the prior written approval of the Town and may result in a decrease in the amount of the reimbursement should the Town reasonably determine that the change diminishes the cost or value of the improvements. The construction or installation of the improvements shall commence no later than November 1, 2025, and shall be completed no later than December 31, 2025. Should the work not commence or not be completed by the dates specified above, this PIIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

3. **Cost of Project.** The estimated cost of the Project is Eight Thousand Four Hundred Forty Five and Forty Four Cents (\$8,445.44).

4. **Contractor.** Luis Alvarez.

5. **Property tax rebate and matching funds.** The parties hereby mutually agree that the maximum amount of real property taxes to be rebated to Owner by the Town shall be Four Thousand Two Hundred and Twenty Two Dollars (\$4,222.00) and that such amount does not exceed the amount of real property taxes paid on the Property to the Town during the preceding five years. The owner shall pay not less than an amount equal to fifty percent (50%) of the total cost of the Project. Should the cost of the Project decrease during the work the property tax rebate provided by the Town shall be reduced to assure that the Owner contributes at least fifty percent (50%) of the total cost of the Project.

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

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

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

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

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

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

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

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

To the Owner: Marcia McMahan
 P.O. Box 994
 Fairplay, CO 80440

EXECUTED the day and year first above written.

THE TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

Janell Sciacca, Town Clerk

OWNER:

Marcia McMahon



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

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

Application for Consideration

Applicant Must Be Property Owner

PROPERTY INFORMATION

Property Address: **200 6th St.**

Residential ☐ Commercial ☒

OWNER INFORMATION

First Name: **Marcia**

Last Name: **McMahon**

Mailing Address: **P.O. 994, Fairplay, CO 80440**

Phone Number: **719-651-4231**

Email Address: **machmaui@gmail.com**

CONTRACTOR INFORMATION

Name: **Luis Alvarez**

Contractor Lic. #

Mailing Address: **P.O. Box 3971, Breckenridge, Co 80424**

License County

Phone Number: **970-389-0927**

Email Address: **lacptng@gmail.com**

PROJECT INFORMATION

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

Stain and paint Dog Works building, including outside walls, windows, sign, decks, and fence.

Project Valuation (\$):
(Total Cost of Project) **8,445.44**

(OFFICE USE ONLY) Will this Project

Require A Building permit? YES ☐ NO ☐

Amount of PIIP Funds from the
Town:

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

6/24/25

Applicant

Date

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

Proposal

Proposal #

Luis Alvarez Contract Painting

Email: lacptng@gmail.com

Luis Alvarez

www.loghomepainting.com

P.O. Box 3971, Breckenridge, CO 80424

Cell (970) 389-0927

Proposal Submitted To:

Phone: (719) 651-4231

Date: 6/19/2025

Marcia McMahon Email: machmav@gmail.com

Job Location:

700 6th St.

Fairplay CO

80440

- Exterior Re-Finish (Paint & Stain) exterior of home -

We propose hereby to furnish labor and (check one) Labor * 5,280 + Materials * 3,165.44 (\$8,445.44 total)
☒ Materials W/ Sundries. 25 gal Cedar stain, 10 gal Natural stain, 5 gal deck stain & 5 gal Minwax/Spinks 2,865.44
 + 3 gal yellow paint & 3 gal blue paint (approx. \$50/gal) * 300.-
 Sundries & Owner supplies materials which contractor can acquire for owner at contractors discount.

Completed in accordance with specifications below, for the sum of: \$ 8,445.44

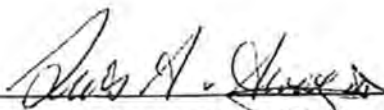
Payments to be made as follows: 1/2 Labor * 2,640 + * 3,165.44 Materials to start (\$5,805.44) & * 2,640 (labor balance) upon completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alter or deviation from specifications will be executed only upon written change orders and will cause a changing in the original contract price.

We hereby submit specifications and estimates for: Exterior Re-Finish of whole exterior of home & fence, paint (2 tone) on all trim (Windows, doors, shutters & signs) + stain exterior siding & fence + solid stain deck.

- 1) Contractor will powerwash whole exterior of home.
- 2) Contractor will tape & film all windows, doors, lights, etc.
- 3) Contractor will apply (at least 2 coats) of PPG-SERVO exterior oil stain on whole exterior of home, all coats all 100% backbrushed until complete saturation of stain is acquired leaving a beautiful even sheen.
- 4) Contractor will apply PPG-SERVO exterior oil stain (1 good coat) on whole exterior fence, both sides.
- 5) Contractor will peel tape & film around windows & doors (does not include tape & film shutters on trim).
- 6) Contractor will prep (scrape & caulk) all trim, windows & door trim where needed.
- 7) Contractor will paint 2 tone trim color, (yellow & blue), on all exterior trim (including fascia) as well as all windows & window of door trim, plus 2 yellow posts in front of blue sign stand, w/ Sherwin Williams Super Paint Satin Finish. (Does not include doors painted or stained)
- 8) Contractor will prep & stain deck(s) & front landing w/ PPG-Premium Solid Stain.
- 9) Contractor will peel any tape & film, take left to peel, clean up, touchup if any and leave exterior of home & fence beautifully & professionally finished.

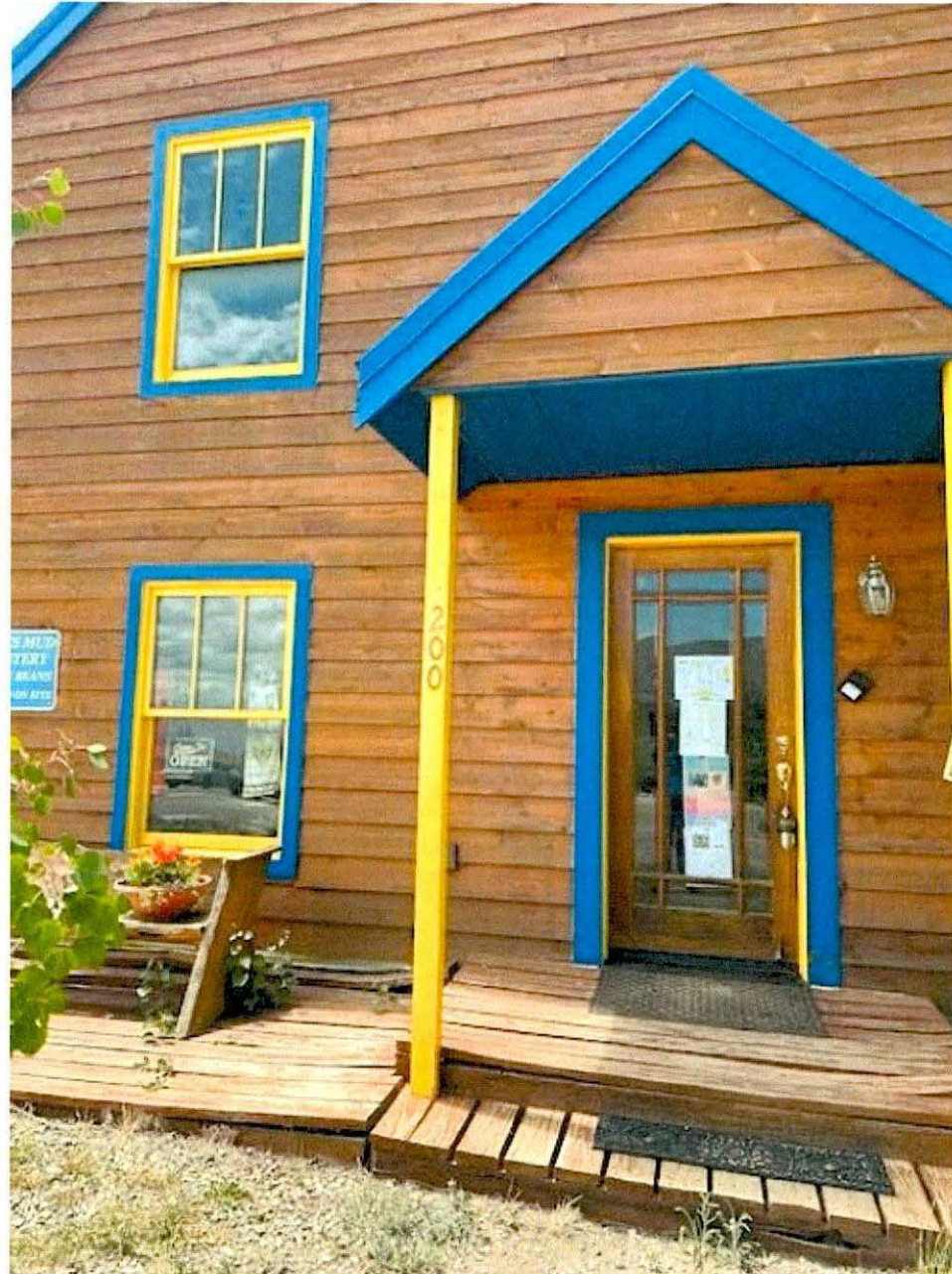
Contractors Authorized Signature:



Acceptance of Proposal - The above total price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Advance check initiates contract (Unless signed below and returned after conferring with contractor).

Date of Acceptance _____ Signature _____







Property Address:

200 6th Street (Dog Works) Marcia McMahon

Tax Schedule #:

HOW MUCH PIIP MONEY CAN I APPLY FOR IN 2025?

A - Total Tax Paid	Tax Year	B - Total Mill Levy	C - Fairplay Mill Levy	A / B X C - Total Tax Paid to Fairplay
6147.92	2024	72.5847	11.7999	999.45085
5923	2023	69.929	11.7999	999.45383
5658.84	2022	75.9982	11.7999	878.62272
5422.32	2021	72.8218	11.7999	878.62196
5258.78	2020	74.603	11.7999	831.77724

5 Year Total of Taxes Paid to Fairplay

\$4,587

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

Additional Notes:

Project cost is \$8445. Can Refund \$4.222
Which is half Project cost.



*Town of
Fairplay
Colorado*

Town of Fairplay

901 Main Street • P.O. Box 267

Fairplay, Colorado 80440

(719) 836-2622

www.fairplayco.us

STAFF MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator

RE: New Business Item B – Park County Water Tap Fee Waiver Request

DATE: July 7, 2025

PROPOSAL:

Park County Sheriff's Office has acquired and seeks to install a "Bunk House" near the Jail property located outside Town limits at 1180 County Road 16 and is seeking waiver of the water tap / plant investment fee and other costs associated with installation of the meter.

BACKGROUND/ANALYSIS:

The County has submitted the attached request seeking waiver of the \$8,351.00 tap fee and meter and associated parts that the Town code requires be paid by the consumer for the Bunk House facility that will provide much needed housing for Deputies, Jail personnel and others vital County employees. The total of fees to be waived is estimated to be around \$10,000.00.

The Town's code sections 13-1-60 and 13-1-90 set forth rules and regulations regarding tap and special fees related to connection to the Town's Municipal Water System. Those sections are written as follows:

Sec. 13-1-60. - Connection to municipal water system; sanitation connections; meters; fees and charges.

Tapping charges. Water services shall be furnished to the consumer when all tap fees and special fees as hereinafter provided have been paid to the Town Clerk or a deferred payment plan has been accepted by the Town. The consumer shall pay to the Town Clerk for each new water tap a fee which shall be the total sum of the charges for the actual cost to the Town of the corporation cock, expansion joint, curb box, curb stop, check valve, tapping saddle, water meter and any other incidental parts furnished by the Town to make such tap, plus the cost of labor to perform such work.

Sec. 13-1-90. - Special fees.

All necessary pipe, fittings, valves, shut-off, trenching, booster pumps, back-filling and installation of the tap and water meter must be made at the expense of the consumer and under the supervision of the Water Superintendent. No water service shall be turned on to serve any tap until all fees provided hereunder shall have been paid and the Water Superintendent shall have given final approval of the tap as installed. Tapping must be performed by the Town, and the necessary appurtenances must be furnished by the Town. Upon approval by the Town of the connection of the curb valve to the service line, the curb valve will become the property of the Town and will be maintained by the Town.

RECOMMENDATION

Town Staff does not take a position on the request and will support the action of the Board of Trustees. Staff does recommend that if the Board chooses to approve the request, any motion provide specific reasons for the decision as well as any conditions which may be placed upon the waiver.

ATTACHMENTS

Park County Request for Waiver of Water Tap Fee



Park County Administration
1246 Castello Avenue, Fairplay, CO 80440
Office (719) 836-4203
www.parkco.us

Date: July 2, 2025
To: Board of Trustees, Town of Fairplay
From: Nick Bredsnajder, Park County Director of Public Works
Subject: Request to Waive Fees

Board of Trustees,

Park County Public Works department would like to formally request the waiving of the fresh water tap fee of \$8,351.00 and required meter installation. This tap is part of a larger project taking place on the Park County Sheriff's property in Fairplay. To complete the construction of a bunk house to serve primarily as shift housing for the Sheriff, and other emergency personnel during emergencies and weather circumstances that may otherwise lead to unsafe travel. We would like to offer the use of this facility to Fairplay PD, as well as the continued use of the bulk fuel for all of the town of Fairplay vehicles, as a form of trade and mutual cost savings for both the County and the Town of Fairplay.

I greatly appreciate your consideration of this proposal. Please let me know if you have any questions or concerns.

Sincerely,

Nick Bredsnajder



*Town of
Fairplay
Colorado*

Town of Fairplay

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Fairplay, Colorado 80440

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www.fairplayco.us

STAFF MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator

RE: New Business Item C – High Peak Sidewalk Construction Project

DATE: July 7, 2025

BACKGROUND/ANALYSIS:

On April 7, 2025, the Fairplay Board of Trustees approved moving forward with multiple sidewalk installations throughout Town at an estimated cost of \$245,438.50. The installations quoted and approved to date are:

1. 6th Street & Hathaway Near the School and South Park Community Church (Sidewalk and ADA Ramps)
2. 8th Street & Hathaway at the School (Sidewalk and ADA Ramps)
3. Castello Street Between 6th and 8th (Sidewalk Along Back of School with ADA Ramps)
4. 5th & Main (Stamped 8 ft. Sidewalk from Main to Alley)

The one additional project that was completed that was not a sidewalk was installation of the remaining Basketball Hoop at Cohen Park.

These projects have come in at \$293,629.70, which is \$48,191.20 over the originally approved amount.

There were three additional projects that Staff and the Board originally discussed completing, but due to the overage already experienced, those projects were put on hold and are being brought back to the Board for discussion and decision. They are:

- | | |
|---|----------------------|
| • Hathaway & 9 th St – Sidewalk to connect from CDOT Burro Project to 9 th Street | \$ 20,976.00+Staking |
| • 6 th Street & Witcher – Sidewalks to the South Park School Ballfields+ | \$ 39,026.00 |
| • 9 th Street from Castello to Main – Sidewalks and Ramps to B&G Club & Main | <u>\$ 94,568.00</u> |
| TOTAL | <u>\$154,570.00</u> |

Most of the projects completed came in near or under budget, except for the sidewalk on 5th & Main that was widened to 8 feet and lengthened. Additionally, a project at 6th and Bogue was completed to repair the curb, gutter and sidewalk and add a ramp where the water line work was done in 2024. That excavation resulted in some damage that needed to be repaired for safety reasons.

Staff is bringing this matter back to the Board for further discussion on additional projects and approval of the overage of \$48,191.20 for the first round of installations.

NOTE: A preliminary quote for stamped sidewalks along Front Street in the amount of \$135,898.00 has also been obtained. However, the quote is for 2026 budgeting only at this time as SGM is still working on finalization of the associated survey work and there are other associated unknown costs. Staff will be using the quote and survey to pursue available grants for this work.

BUDGET CONSIDERATIONS

As was reported to the Board during the April 7 discussions, the approved 2025 budget for 105670 - Streets Repairs is \$300,000.00. With the overage for the first phase, and other repair expenses already paid out of that line, there is only about \$4,883.19 remaining. The Town has also approved an agreement with PMS to pave from Witcher/Crawford on 6th to the South Park School Ballfields. That contract is \$102,648.00 which would put that line over by \$97,764.84=- without any other repairs, crack sealing, etc.

RECOMMENDATION

Town Staff feels strongly that the completion of the remaining sidewalk projects is important and will help with providing safe passage by pedestrians to most of the core area while also providing a complete connection for students, staff and citizens walking from the school to the ballfields. Therefore, Staff supports the Board approving the additional expense, and if approved commits to implementing cost savings wherever possible in the 2025 budget to hopefully keep the total year end expenses at or near the approved budget. If the Board chooses to forego the remainder of the sidewalk projects for 2025, Staff will bring these items back during upcoming budget discussions to make sure they are prioritized in 2026.

ATTACHMENTS

- Resolution No. 22, Series of 2025
- Amended Construction Agreement
- High Peak Additional Concrete Work Proposal

TOWN OF FAIRPLAY, COLORADO**RESOLUTION NO. 22****Series of 2025**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN AMENDED CONSTRUCTION AGREEMENT WITH HIGH PEAK CONSTRUCTION, INC. FOR SIDEWALK CONSTRUCTION.

WHEREAS, the Town Board of Trustees is committed to ensuring the safety and well-being of the community by providing for well-designed and properly maintained pedestrian network in the Town of Fairplay; and

WHEREAS, each year the Town budgets to perform street and/or sidewalk construction and maintenance; and

WHEREAS, the Board previously approved an agreement with High Peak Construction, LLC on April 7, 2025 and that project has now come in over budget by \$48,191.20; and

WHEREAS, the initial discussion in April included 3 additional projects that were not completed due to the initial overage; and

WHEREAS, Staff obtained an additional quote for those projects in the amount of \$154,570.00 for to the Board for consideration of including in the amended agreement;

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

SECTION 1. The Construction Agreement attached hereto as **EXHIBIT A** is approved and the Mayor is authorized to approve said agreement with High Peak Construction, Inc.

SECTION 2. The amended Construction Agreement shall include the original overage of \$48,191; and shall or shall not include the additional work for the final 3 projects as outlined in Exhibit A.

RESOLVED, APPROVED AND ADOPTED this 7th day of July, 2025.

TOWN OF FAIRPLAY, COLORADO**ATTEST:**

Frank Just, Mayor

Janell Sciacca, Town Clerk

AMENDED CONSTRUCTION AGREEMENT

This **CONSTRUCTION AGREEMENT** (this “Agreement”) is entered into this 7th day of July 2025 by and between the Town of Fairplay, Colorado (hereinafter referred to as the “Owner”) and High Peak Construction, Inc. (hereinafter referred to as the “Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

- 1.01 Contractor shall complete all work as specified or indicated in the Contract Documents per Exhibit “A” (included below). The work is generally described as follows: Per CDOT M&S Standards: Concrete flatwork, ADA ramps, integral color plank stamped sidewalk, curb and gutter and miscellaneous concrete installations as directed by Owner.

ARTICLE 2 THE PROJECT

- 2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows: multiple locations throughout the Town as described in Exhibit “A” (the “Project”).

ARTICLE 3 ENGINEER

- 3.01 Deron Dirksen shall serve as construction management engineer who is hereinafter called Engineer and who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

ARTICLE 5 CONTRACT TIMES

5.01 Time is of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

5.02 Days to Achieve Substantial Completion and Final Payment

- A. Contractor shall achieve Substantial Completion within 45 calendar days of the issuance by the Owner of a Notice to Proceed and shall finally complete the Work so that it is ready for final payment within 60 calendar days of the issuance by the Owner of a Notice to Proceed.

5.03 Liquidated Damages

- A. Contractor understands and agrees that time is an essential condition of this Agreement. Contractor further understands and agrees that delay in completion of the project will cause

Owner to suffer substantial losses and damages which cannot be measured, including without limitation the loss of revenues for services, loss of other revenue incidental to the operation of the facility, additional engineering, legal, accounting and administrative costs, reduced public confidence and adverse public relations which would reduce future revenues, and additional interest and financing costs and charges if the Work is not completed within the times specified above, plus any extensions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or mediation proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring proof of such losses and damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay two hundred fifty dollars (\$250.00) for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete.

- B. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the contract time or any proper extension thereof granted by Owner, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay two hundred fifty dollars (\$250.00) for each day that expires after the time specified above for final completion and readiness for final payment until the Work is finally complete and ready for final payment.
- C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to sue for and recover compensation for damages for nonperformance of this Contract.
- D. Any liquidated damages payable by Contractor may, at Owner's election be deducted from any amounts owed to Contractor. In the event no funds are due Contractor at a time when Contractor becomes liable to Owner for liquidated damages, then Contractor agrees to pay all accrued liquidated damages to Owner on the first (1st) day and on the fifteenth (15th) day of each month when Contractor is liable to Owner for liquidated damages. Permitting Contractor to continue and finish the Work or any part thereof after the deadline for completion of the Work shall not act as a waiver of these liquidated damages provisions.
- E. The aggregate liability of Contractor to pay liquidated damages pursuant to this Article shall not exceed an amount equal to fifty percent (50%) of the Contract Price. This Article shall not be construed to limit Contractor's other obligations or liabilities arising under or in connection with this Contract.
- F. In the event that this section conflicts with any other provisions regarding liquidated damages within the Contract Documents, this section shall control.

ARTICLE 6 CONTRACT PRICE

- 6.01 Owner shall pay in accordance to Exhibit "A" for completion of the Work as full compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

ARTICLE 7 PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment to the Owner monthly, which shall be processed by the Engineer.

7.02 Progress Payments; Retainage

- A. Owner shall make progress payments towards the Contract Price, less five percent (5%) for retainage, based on Contractor's Applications for Payment, as verified and recommended by Engineer, on or about the twenty-fifth (25th) day of each month during performance of the Work. In the Engineer's discretion, the Owner may withhold some or all of a progress payment where the Contractor's Application for Payment does not reflect the actual amount of the Work completed.

7.03 Final Payment

- A. Upon final completion and acceptance of the Work as recommended by the Engineer, Owner shall pay the remainder of the Contract Price, including any retainage previously withheld.

ARTICLE 8 PROJECT WARRANTIES

- 8.01 Contractor's warranties in respect of the Work (the "Project Warranties") are as follows: Contractor warrants to Owner that the Work shall be fit for its intended purposes, that materials and equipment furnished under this Agreement shall be of good quality and new, that all Work shall be free from defects and that all Work shall meet all of the requirements of this Agreement. Contractor shall furnish satisfactory evidence that it has met the Project Warranties. The Project Warranties shall commence on the date Contractor achieves final completion of the Work satisfactorily to Owner. If at any time within two (2) years after the date on which the Project Warranties commenced, any portion of the Work is found to be not in accordance with the Project Warranties, Contractor shall correct it promptly after receipt of notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition.

ARTICLE 9 INSURANCE

- 9.01 Insurance Requirements. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this Article and the insurance has been approved by the Town Administrator or his designee. The Town of Fairplay shall be named as an additional insured. Certificates of insurance shall be issued prior to execution of the Notice to Proceed. Additionally, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:
 - A. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence.

- B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.
- C. Comprehensive Automobile Liability Insurance: Including coverage for all owned, non-owned, and rented vehicles with \$1,000,000 combined single limit for each occurrence.

ARTICLE 10 CONTRACTOR'S REPRESENTATIONS

10.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) any examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor warrants and guarantees to Owner and Engineer that all Work will be in

accordance with the Contract Documents and will not be defective within two (2) years of Substantial Completion.

- K. Contractor is organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted.

ARTICLE 11 CONTRACT DOCUMENTS

11.01 Contents

- A. The Contract Documents consist of the following:
 1. This Agreement;
 2. Bidding Documents;
 3. General Conditions;
 4. Supplementary Conditions;
 5. Technical Specifications;
 6. Measurement and Payment Provisions;
 7. Construction Plans;
 8. Labor & Materials Payment Bond;
 9. Performance Bond;
 10. Exhibit "A"

Any written amendments or work change orders which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
- B. There are no Contract Documents other than those listed above in this Article.
- C. The Contract Documents may only be amended, modified, or supplemented by written agreement signed by both parties.

ARTICLE 12 PERFORMANCE BOND

- A. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Owner with a Performance Bond in the amount of the full contract price. Prior to execution of this Agreement, the Contractor shall provide the form of the Performance Bond to the Town for its review and approval. The Town shall be authorized to draw upon the Performance Bond to correct any default by Builder under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Engineer. The Performance Bond shall be held by the Town through the two (2) year Project Warranties period specified in this Agreement.

ARTICLE 13 MISCELLANEOUS

13.01 Indemnification

- A. The Contractor agrees to indemnify, save, and hold harmless the Owner, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind arising from or out of any negligent act, error, omission or other tortious conduct of the Contractor, its officers, subcontractors, employees, or agents in the performance or non-performance of its obligations

under this Agreement.

13.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable by any court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.05 Independent Contractor

CONTRACTOR IS AN INDEPENDENT CONTRACTOR AND NOTHING HEREIN CONTAINED SHALL CONSTITUTE OR DESIGNATE THE CONTRACTOR OR ANY OF ITS EMPLOYEES OR AGENTS AS EMPLOYEES OR AGENTS OF THE OWNER.

13.06 No Waiver of Governmental Immunity

Nothing herein is intended as nor shall it be construed as a waiver of the protections and immunities afforded the Owner pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, or pursuant to any other applicable laws.

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

IN WITNESS WHEREOF, Owner and Contractor have signed and executed this Agreement in duplicate on the date first written above. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

TOWN OF FAIRPLAY

Name: Frank Just

Title: Mayor

ATTEST:

Janell Sciacca, Town Clerk

HIGH PEAK CONSTRUCTION, INC.

Name: _____

Title: _____

ATTEST:

Title: _____

EXHIBIT A

Town of Fairplay Additional Concrete Work

High Peak Construction Inc. proposes budgetary pricing to furnish the necessary labor, material and equipment required to complete the following scope of work for the **Town of Fairplay Additional Concrete Work**.

We have prepared a list of items and conditions that are included, excluded and/or qualified to assist you in the evaluation of this proposal. We trust you will review these items and find this additional information useful.

Inclusions

This proposal covers the following locations.

- Front Sidewalk Fairplay
- Hathaway St. & 9th St.
- 6th & Witcher Ln
- Main & 9th St. & Castello A

General notes:

- No mobilization costs are included, as High Peak is currently mobilized for a previous phase of work.
- Demolition of the items that relate to the scope of work includes hauling and disposal of remaining material.
- The following items are included:
 - Wash out (eco pans)
 - 5" Sidewalks Gray
 - Ramps
 - Warning Pavers
 - (2) pump mobilizations for the front sidewalk location

High Peak Construction Inc. includes in its pricing only the items mentioned above with the quantities stated in our estimate breakdown included with this proposal.

Exclusions

- Taxes
- Weather protection
- Performance bond
- Crack repair smaller than 3/8"
- Concrete accelerators
- Removal of underground obstructions
- Handling and disposal of contaminated materials
- Erosion and sediment control
- Dewatering
- Expansion Joint Filler
- Welding of any kind

- Epoxy coated rebar

Equipment Pricing (if work awarded by location)

Equipment	Weekly Rate	Daily Rate
Mini Excavator	\$1,544	\$563
Skid Steer	\$1,100	\$440
Roller Compactor	\$1,266	\$495

Any additional work requested by the owner shall be paid based on T&M tickets (time and materials).

Please feel free to call me if you have any questions or concerns.

Fernando Martinez

Estimator

High Peak Construction Inc.

970-333-0632

Hathaway St. & 9th St.				
Description	Quantity	Unit	Unit Price	Total
Ecopan	1	EA	\$ 400.00	\$ 400.00
Site Work				
Concrete Sidewalk 5"	1045	SF	\$ 10.00	\$ 10,450.00
4" Gravel	13	CY	\$ 40.00	\$ 520.00
Ready Mix Material	16	CY	\$ 270.00	\$ 4,320.00
Grading and Compaction	48	MH	\$ 65.00	\$ 3,120.00
Support Equip./Materials				
Lumber and Materials	1	LS	\$ 300.00	\$ 300.00
Misc. Support Equipment	1	LS	\$ 300.00	\$ 300.00
Equipment				
Mini Ex	2	Day	\$ 309.00	\$ 618.00
Skid Steer	2	Day	\$ 220.00	\$ 440.00
Roller Compactor	2	Day	\$ 254.00	\$ 508.00
Grand Total:				\$ 20,976.00

6th & Witcher Ln				
Description	Quantity	Unit	Unit Price	Total
Ecopan	1	EA	\$ 400.00	\$ 400.00
Site Work				
Concrete Sidewalk 5"	1850	SF	\$ 10.00	\$ 18,500.00
Ramp	153	SF	\$ 30.00	\$ 4,590.00
Ramp Pavers	3	EA	\$ 500.00	\$ 1,500.00
4" Gravel	23	CY	\$ 40.00	\$ 920.00
Ready Mix Material	29	CY	\$ 270.00	\$ 7,830.00
Grading and Compaction	48	MH	\$ 65.00	\$ 3,120.00
Support Equip./Materials				
Lumber and Materials	1	LS	\$ 300.00	\$ 300.00
Misc. Support Equipment	1	LS	\$ 300.00	\$ 300.00
Equipment				
Mini Ex	2	Day	\$ 309.00	\$ 618.00
Skid Steer	2	Day	\$ 220.00	\$ 440.00
Roller Compactor	2	Day	\$ 254.00	\$ 508.00
Grand Total:				\$ 39,026.00

Main & 9th St. & Castello A				
Description	Quantity	Unit	Unit Price	Total
Ecopan	1	EA	\$ 400.00	\$ 400.00
Site Work				
Concrete Sidewalk 5"	3235	SF	\$ 10.00	\$ 32,350.00
Ramp	792	SF	\$ 30.00	\$ 23,760.00
Ramp Pavers	22	EA	\$ 500.00	\$ 11,000.00
4" Gravel	40	CY	\$ 40.00	\$ 1,600.00
Ready Mix Material	63	CY	\$ 270.00	\$ 17,010.00
Grading and Compaction	72	MH	\$ 65.00	\$ 4,680.00
Support Equip./Materials				
Lumber and Materials	1	LS	\$ 700.00	\$ 700.00
Misc. Support Equipment	1	LS	\$ 500.00	\$ 500.00
Equipment				
Mini Ex	3	Day	\$ 338.00	\$ 1,014.00
Skid Steer	3	Day	\$ 264.00	\$ 792.00
Roller Compactor	3	Day	\$ 254.00	\$ 762.00
Grand Total:				\$ 94,568.00



*Town of
Fairplay
Colorado*

Town of Fairplay

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STAFF MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator

RE: New Business Item D - Resolution No. 20, Series of 2025 for Biosolids Services

DATE: July 7, 2025 – CONTINUED FROM JUNE 16, 2025

BACKGROUND/ANALYSIS:

The Town of Fairplay produces biosolids as a byproduct of its Wastewater Treatment Process. In order to remain in compliance with EPA and Colorado Department of Public Health and Environment (CDPHE) regulations, the biosolids must be properly managed, transported, and land-applied under strict environmental standards.

Two quotes were obtained for these services, one from Denali at \$150,000 and one from TerraGenesis, LLC at \$91,000. TerraGenesis is a qualified provider of biosolids management services and has Staff is recommending approval of their attached proposal for these services in 2025. The company has experience with biosolids handling, dewatering, and regulatory reporting, and holds the required permits for land application within the State of Colorado. Under the agreement, TerraGenesis will:

- Pump biosolids from the Town's storage lagoon;
- Dewater, transport, and land-apply the biosolids on permitted sites;
- Provide annual reports and all necessary documentation for EPA and CDPHE compliance;
- Ensure all materials meet federal and state regulatory requirements prior to application.

The agreement includes detailed protocols for site access, volume requirements (minimum of 500,000 gallons per event), equipment use, and regulatory compliance.

BUDGET IMPACT

The Town will be billed at a rate of \$0.182 per gallon, with a minimum volume of 500,000 gallons per event, or approximately \$91,000. All costs are inclusive of labor, equipment, and compliance activities, except that the Town will also be responsible for the cost of the state biosolids fee for land applied biosolids at \$2.40 per dry ton. At the June 16 meeting, the land applied biosolids fee was unknown so the matter was continued for Staff to try find out that cost. Past expenditures for the sludge removal have averaged just over \$100,000 until 2024. In 2024 the higher cost was associated with the liner repair. The 2025 budget includes \$150,000 for this annual expense.

RECOMMENDATION

Staff recommends adoption of Resolution No. 20 as presented to approve an agreement with TerraGenesis, LLC for annual biosolids services (sludge removal) in 2025 for \$91,000.

ATTACHMENTS:

- Resolution No. 20, Series of 2025
- Agreement for Services & Exhibit A – Scope of Services

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 20
Series of 2025**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN AGREEMENT WITH TERRAGENESIS, LLC FOR DEWATERING, TRANSPORTATION AND LAND APPLICATION SERVICES FOR BIOSOLIDS.

WHEREAS, the Town produces biosolids as a byproduct of its Wastewater Treatment Process; and

WHEREAS, the Town is required to comply with strict EPA and Colorado Department of Public Health and Environment (CDPHE) regulations for the management, transportation, and land-application of such biosolids; and

WHEREAS, Town Staff solicited quotes for these services for 2025 and is recommending approval of the lowest quote which was received from TerraGenesis. LLC in the amount of \$91,000; and.

WHEREAS, the Town has budgeted funds for these services for 2025 and the Board of Trustees desires to enter into an Agreement with Terra Genesis for biosolid services.

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

SECTION 1. The Agreement For Services attached hereto as **EXHIBIT A** is approved and the Mayor is authorized to approve the agreement between the Town of Fairplay and and TerraGenesis as presented.

RESOLVED, APPROVED AND ADOPTED this 7th day of July, 2025.

TOWN OF FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT (“Agreement”) is made and effective the 7th day of July, 2025 by and between Town of Fairplay, a Statutory Municipality of the State of Colorado (“Owner”), and TerraGenesis, LLC, a Colorado limited liability company (“Contractor”), to set forth the parties’ mutual understandings and agreements.

WITNESSETH:

WHEREAS, Owner desires to engage the services of Contractor in accordance with the terms and conditions of this Agreement; and

WHEREAS, Contractor is specially trained and possesses certain skills, experience, and competency to perform those services as hereinafter set forth, and Contractor is able and willing to provide such services under the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the compensation to be paid hereunder and the mutual agreements set forth, the parties agree as follows:

1. PERFORMANCE OF SERVICES

Owner does hereby engage the Contractor to perform and provide the services set forth on Exhibit A, and Contractor does hereby agree to perform such services in accordance with the terms and conditions hereof. Contractor shall provide at its sole cost and expense all materials, equipment and personnel, unless otherwise agreed to, required to perform its services under and pursuant to this Agreement except as otherwise provided herein.

2. EXHIBITS TO AGREEMENT

The following exhibits are attached to and form an integral part of this Agreement:

Exhibit A - Scope of Services and Obligations of the Parties

Exhibit B – Project Assumptions

Exhibit C – Price, Terms, and Payment

The provisions of each of said Exhibits are expressly incorporated into this Agreement, and thus made an integral part hereof.

3. OWNER'S RESPONSIBILITIES

Owner shall perform the services and/or provide the materials that are identified in **Exhibits A & B** within the time periods provided therein.

4. QUALITY STANDARD OF PERFORMANCE

Contractor shall be responsible to perform the services identified in **Exhibit A** hereof in a good and workmanlike manner, consistent with or in excess of industry standards, and in full compliance with all applicable laws and/or regulations, whether federal, state or local. Contractor shall not perform any work hereunder unless all applicable regulations are met.

5. SCOPE OF SERVICES

Contractor and Owner shall provide those services described and set forth on **Exhibit A** in the manner and to the extent therein described.

6. PROJECT ASSUMPTIONS

Project Assumptions described and set forth in **Exhibit B** shall be binding to both the Contractor and Owner. In the event of a material change to the Project Assumptions by either party, a price increase or decrease may be requested in order to offset any changes to cost structure of the project.

7. COMPENSATION

As compensation for the services to be performed by Contractor hereunder, Owner shall pay Contractor according to the terms and conditions identified in the attached **Exhibit C**.

8. TERM OF AGREEMENT

This Agreement shall become effective on June 16, 2025 and will continue in effect until December 31, 2025, This contract may be renewed upon written agreement signed by both parties.

9. ADDITIONAL SERVICES

The Owner may add additional services to this Agreement if it is deemed to be similar services and integral to the proper management of the biosolids produced by the Owner. **Exhibits A, B, and C** shall be revised to reflect any additional services.

10. COORDINATION OF PARTIES

Owner and Contractor shall each identify an individual who shall act as liaison with the other party. Each such liaison shall be identified herein in writing, and each liaison shall have authority to receive information from the other party, to make project or Agreement related decisions which do not require approval from the directors of the respective parties, process pay requests, and negotiate issues requiring immediate resolution.

Contractor: TerraGenesis, LLC
 Name: Brianne Harlow, CEO
 Cell Number: 719-740-1145
 Email: Brianne.Harlow@terraGenesisllc.com

Owner: Town of Fairplay
 Name:
 Cell Number:
 Email:

11. INDEMNIFICATION AND INSURANCE

Contractor hereby assumes entire responsibility and liability for any and all damage and injury of any kind or nature whatsoever, caused by Contractor, to all persons, whether employees or otherwise, and to all property, growing out of, or resulting from the labor or material or both, provided by Contractor, or occurring in connection with the performance of this Agreement, and agrees to fully defend and indemnify the Owner and its directors, officers and employees against all claims made based upon any and all loss, expense (including legal fees and disbursements), damage or injury growing out of, or resulting from, or occurring in connection with Contractor's performance of the Agreement.

Contractor shall hold harmless and indemnify the Owner from and against any damages awarded against the Owner, or incurred by the Owner in defense of any claim (including reasonable attorneys' fees, costs or expert witness fees), related to the negligent or intentional wrongful conduct of Contractor or its officers, employees, agents and any sub-contractors.

Contractor shall at all times during the term of this Agreement carry and maintain in full force at Contractor's expense insurance that meets or exceeds the insurance coverages shown below:

- A. Workers' Compensation Insurance for the protection of the Contractor's partners and employees as required by law, and Employer's Liability with minimum limits of:

\$100,000 Each Accident
 \$100,000 Each Occupational Disease
 \$500,000 Occupational Disease Aggregate

- B. Commercial General Liability Insurance shall include premises/operations, contractual, products/completed operations, explosion, collapse, and underground hazard. Minimum limits of liability shall be:

\$2,000,000 General Aggregate
 \$1,000,000 Products/Completed Operations
 \$1,000,000 Personal and Advertising Injury
 \$1,000,000 Each Occurrence
 \$50,000 Fire Damage (Any one fire)
 \$5,000 Medical Expense (Any one person)

The Owner, and any other party required to be indemnified by the Owner shall be added as an Additional Insured on the Contractor's Commercial General Liability policy and Products/Completed Operations. The Contractor's policy shall be primary to any other insurance policies held by the Owner or any other additional insured, and no other insurance of the Owner will be called on to contribute to a loss.

- C. Automobile Liability Insurance covering the use, operation and maintenance of any automobile, truck, trailer or other vehicles used by the Contractor shall include coverage for owned, hired and non-owned liability. Contractor shall be certain coverage is provided which complies with all provisions of the law.

\$1,000,000 Combined Single Limit

- D. Excess Liability

\$1,000,000 Each Occurrence

In the event any work is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by the subcontractor, which liability is not covered by the subcontractor's insurance. Contractor's insurance shall have no Exclusion of Subcontractor's Work (Contractors' insurance does not include Form CG 22 94-Exclusion-Damage to Work Performed by Subcontractors on Your Behalf).

Contractor shall within 15 days of the execution hereof, but prior to commencement of work, provide the Owner with certificates of insurance evidencing the policies listed above, which certificates shall state that the Owner is named as an additional insured as its interests may appear for all general liability insurance, and shall contain a statement that the policies certified shall not be cancelled without 10 days' prior written notice to the Owner. The Owner and Contractor waive all rights of subrogation against each other, and all other Contractors to the extent of any property insurance recovery obtained by the waiving party for loss and damages caused by fire or other perils, except such rights as such party may have to insurance proceeds held by another person as trustee or otherwise on behalf of such party.

12. INDEPENDENT CONTRACTOR STATUS

Contractor, for all purposes arising out of this Agreement, is an independent contractor and shall not be deemed an employee of Owner.

13. CONTRATOR'S EMPLOYEE TAX OBLIGATIONS

Contractor shall pay, at no expense to the Owner, all contributions, taxes or premiums which may be payable with respect to Contractor's employees under Federal or State Unemployment Insurance Law or the Federal Social Security Act. The Owner is exempt from Sales and Use

Taxes and Contractor shall either apply to the State Revenue Department for the appropriate exemption or shall pay such taxes at no expense to the Owner.

14. SAFETY

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with any work performed by Contractor hereunder and shall comply with all applicable laws, ordinances, rules and regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection.

15. UNDOCUMENTED WORKERS

Contractor shall not knowingly employ or contract with an undocumented non-citizen to perform work under this agreement nor shall Contractor enter in an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with undocumented non-citizens to perform work under this agreement. The requirements and terms of C.R.S. section 8-17.5-101 et seq. are incorporated herein by reference.

16. TERMINATION FOR CAUSE

The Owner may terminate this Agreement and the services of Contractor at any time, without prior notice, for cause. "For cause" shall mean conduct which constitutes falsification of records, dishonesty, criminal activity committed against Owner, or negligent, intentional or reckless violation of any policies, rules, regulations or laws applicable to the removal, transport and/or application of biosolids or related business activities.

Contractor will not be liable for any consequential, special, incidental, or indirect damages.

17. WAIVER

The waiver of any breach, or alleged breach, of this Agreement by either party hereto shall not constitute a continuing waiver of any subsequent breach by said party of the same or any other provision of this Agreement.

18. FORCE MAJEURE

Neither Party shall be liable to the other for, or be considered to be in breach of or default under this Agreement because of, any delay or failure in performance by such Party under this Agreement to the extent such delay or failure is due to any cause or condition beyond such Party's reasonable control, including, but not limited to, failure or threat of failure of facilities or equipment; fire, lightning, flood, earthquake, volcanic activity, wind, drought, storm and other acts of the elements; court order and act, or failure to act, of civil, military or governmental authority; strike, lockout and other labor dispute; pandemic, epidemic, riot, insurrection, sabotage, war and other civil disturbance or disobedience; labor or material shortage; and act or omission of any person or entity (other than such Party, its contractors or suppliers of any tier or

anyone acting on behalf of such Party). Each Party shall exercise reasonable diligence to overcome the cause of such delay; provided, however, that to the extent the cause of such delay arises from any breach of, or failure by the other Party to perform any of its obligations under this Agreement, the costs and expenses incurred by the Party that has delayed or failed in its performance under this Agreement to overcome the cause of such delay shall be for the account of such other Party. Nothing contained in this Agreement shall be construed to require either Party to prevent or settle any strike, lockout or other labor dispute in which it may be involved. Notwithstanding the foregoing, nothing in this paragraph shall apply to any delay or failure by either Party to pay any amounts due and owing to the other Party pursuant to this Agreement.

19. PROTECTION FROM LIENS

Contractor shall keep the Owner's premises free from claims by any person, partnership, association of persons, company, or corporation that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or any subcontractor in or about the performance of the Work and shall furnish any documents requested by Owner evidencing compliance with this paragraph.

20. CONFIDENTIALITY

In connection with the performance of Services, the Owner may be exposed to TerraGenesis' confidential and proprietary information, whether or not so identified (including, without limitation, this Agreement). Owner shall not in any manner disclose to any person, partnership, firm, corporation or other entity any information concerning any matters affecting or relating to the business of TerraGenesis including, but not limited to, any trade secrets, production processes, customers, pricing or marketing plans. This covenant shall remain in effect following termination of this contract. Owner shall not, without the prior written consent of TerraGenesis, use TerraGenesis' name in any advertising or promotional literature or publish any articles relating to TerraGenesis, this Agreement, or the services hereunder.

21. GOVERNING LAW

The parties agree that Colorado law shall apply to this agreement and that any dispute shall be tried and heard in the County of Lincoln, State of Colorado.

22. NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement will be effective when received and may be personally served on the other party by the party giving such notice or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

TerraGenesis, LLC
PO Box 1296
Limon, CO 80828

Janell Sciacca, Town Administrator
 Town of Fairplay
 PO Box 267
 Fairplay, CO 80440

23. ASSIGNMENTS

Contractor agrees that it shall not assign this Agreement, or any of the monies due it, or to become due hereunder, nor sublet any portion of the Work without first obtaining written consent of the Owner.

Owner:

Janell Sciacca, Town Administrator
 Town of Fairplay
 PO Box 267
 Fairplay, CO 80440

Contractor:

TerraGenesis, LLC
 Brianne Harlow, CEO
 PO Box 1296
 Limon, CO 80828

24. COUNTERPARTS AND FACSIMILES

This Agreement may be executed in one or more counterparts, which when taken together, shall constitute one and the same original. Facsimile or electronic mail transmittals of this Agreement with the parties' signature(s) shall be binding instruments, the same as originals.

25. ENTIRE AGREEMENT, AMENDMENT AND BINDING EFFECT, RECORDING

This Agreement contains the entire agreement between the parties regarding the Work, and supersedes and replaces any and all prior and contemporaneous written and oral agreements, promises, representations, or conditions with respect thereto. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

TerraGenesis, LLC
PO Box 1296
Limon, CO 80828

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Frank Just, Mayor
Town of Fairplay, CO
PO Box 267
Fairplay, CO 80440

Signature: _____

Printed Name: Frank Just

Title: Mayor

Date: July 7, 2025

Initial _____

EXHIBIT A**SCOPE OF SERVICES AND OBLIGATIONS OF THE PARTIES****SERVICES PROVIDED BY CONTRACTOR**

TerraGenesis, LLC shall provide for biosolids dewatering, transportation and land application services for biosolids produced by the Town of Fairplay. This includes pumping of liquid biosolids from the storage lagoon.

TerraGenesis will transport and land apply each load of biosolids produced for the duration of this Agreement. Every load shall be weighed on certified scales to determine the volume to be billed. Evidence of each trailer weight will be provided to the Owner in a manner agreed upon by both parties.

TerraGenesis shall provide to Owner a completed annual report by February 10th of each year of the Agreement.

SERVICES PROVIDED BY OWNER

Owner shall provide all sanitary wastewater treatment and biosolids processing.

The Owner shall provide processed biosolids that meet Class B standards under EPA 40 CFR 503 Biosolids Rule.

The Owner will provide water to TerraGenesis at a rate that supports any polymer make and/or dilution water, if needed.

REPORTING

- The Contractor shall prepare all information required from the contractor for the biosolids application reports, including the annual report for submission to the US EPA and CDPHE.
- The Owner will provide the proper certification statements to the Contractor for these reports.
- A copy of the annual report will be provided to the Owner for execution and submittal.

BIOSOLIDS QUALITY

- The Owner shall insure that all solids removed from the treatment plant by the Contractor meet or exceed the minimum Class B standards as set forth by the CDPHE and the US EPA, as demonstrated through laboratory analysis or process control data results.

- TerraGenesis shall collect the required lab data to document the biosolids being land applied meet all metal concentrations and pathogen destruction requirements prior to removal from the wastewater plant.
- The Owner shall provide an executed certification statement for the biosolids removed under this agreement stating the biosolids meet all specifications of governmental regulations and this Agreement.
- The Owner will be responsible for the proper collection and shipping of all biosolids samples.
- TerraGenesis shall provide a sample cooler and all required items for a sample to be collected and shipped by Owner.
- The Owner will be responsible for PFAS Analysis. These results will be provided to TerraGenesis.

BIOSOLIDS LOADING

- TerraGenesis shall comply with legal load limits established by state and federal motor carrier regulations

EXHIBIT B PROJECT ASSUMPTIONS

The Agreement is based upon the expectations set forth below. Any material changes in scope or project assumptions can result in the need to renegotiate contract terms.

SITE CONDITIONS

- TerraGenesis expects that there will be free and open access to the site from 7:00 AM to 5:00 PM Monday thru Saturday.
- TerraGenesis shall not be responsible for damage to unidentified obstacles at the site
- Owner will provide adequate snow removal for access and removal of loads
- Adequate space at all sites exists for maneuvering tractor-trailer type equipment

VOLUME

- The Town will dewater a minimum of 500,000 gallons per event.

EQUIPMENT

- TerraGenesis will provide all equipment for the dewatering of biosolids
- Any repairs to TerraGenesis equipment shall be at TerraGenesis discretion. DOT equipment will be DOT compliant.

REGULATORY COMPLIANCE

- TerraGenesis shall land apply biosolids in Colorado only on sites permitted by the Colorado Department of Public Health & Environment (CDPHE).
- TerraGenesis shall be responsible for obtaining all required permits and approvals for land application.
- Copies of TerraGenesis permits shall be provided to the Owner upon request.
- The Owner shall be responsible the cost of the state biosolids fee for any land applied biosolids. The fee is currently \$2.40 per dry ton.
- TerraGenesis shall comply with all federal and state laws and local regulations regarding the land application of biosolids, specifically including, without limitations, those contained in EPA 40 CFR 503 and corresponding guidelines or other applicable legislation, regulations or guidelines of any governmental entity, as amended.
- TerraGenesis shall notify the Owner immediately, in writing, about any aspect of this project that does not meet the requirements of all applicable regulations.
- TerraGenesis shall comply with annual and cumulative loading rates for all parameters limited and/or regulated by the CDPHE, and/or the USEPA for land application.

EXHIBIT C
PRICE, TERMS AND PAYMENT

The following unit costs include all required labor, equipment and other items needed to perform the services described in this agreement.

Biosolids Dewatering, Transportation & Land Application: \$.182 per gallon with a minimum of 500,000 gallons per event.

PAYMENT TERMS

TerraGenesis will invoice the Owner weekly for work completed the previous week. Payments shall be due within 30 days from date of invoice. After 30 days, a late charge of 1.5% per month shall apply to any outstanding invoice. Any disputes will be negotiated.

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



Fairplay Board of Trustees
 Mayor – Frank Just
 Mayor Pro Tem – Ray Douglas
 Courtney Avery
 Erik Baum
 Josh Voorhis

Town Board of Trustees / Architectural Review Hearing

South Park Physical Therapy Building Remodel Certificate of Appropriateness – Town Center Zone District 540 Front Street

Hearing Date: July 7, 2025
Case # and Process: COA 2025-004 / Certificate of Appropriateness
Owner/Applicant: South Park Health Services District
Representative: Charlie Schultz
Location/Legal: 540 Front Street / Lot 7, Block 5, Town of Fairplay
Zoning/Structure: Town Center Overlay Zone District / Commercial
Staff Member: Scot Hunn, Town Planner
Staff Recommendation: Approval

I. Summary of Request:

The Applicant, South Park Health Services District, requests review of a Certificate of Appropriateness (COA) at 540 Front Street in the Town Center (TC) Overlay Zone District for exterior addition of a front porch enclosure and small walkway/path leading from the building to the adjacent sidewalk. Additionally, the Applicant is proposing interior remodel activities and repaving and re-striping an existing parking area and access drive.

II. Summary of Applicable Standards:

Generally, the proposed improvements, as described and depicted in the application, are 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.

Exterior Materials (p. 5):

Under “Exterior Materials,” the following standard applies to this proposal:

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

Standards

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

Staff Response:

The physical therapy building is currently clad with stucco/plaster with wood trim elements. The proposed minor addition of a porch enclosure uses stained wood to complement the existing structure while adding architectural interest and texture. The proposed concrete walkway matches the existing concrete sidewalk in front of the property.

Importantly, the existing structure does not convey a particular “look” or historical architectural character. Therefore, the Applicant has focused on matching and complementing exterior materials and colors rather than any particular historical architectural period or design.

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

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 Valiton 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 exterior porch enclosure meets the purpose and intent of the Design Guidelines, specifically:

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

IV. Staff Recommendation:

The application for the Certificate of Appropriateness for the South Park Health Services District – Physical Therapy Building porch addition and walkway proposal meets the Town’s criteria and necessary findings.

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

Suggested Motion:

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

“I move that the Fairplay Board of Trustees, sitting as the Architectural Review Committee, approve the application for a Certificate of Appropriateness filed by the South Park Health Services District for the exterior addition of a porch enclosure and front walkway for the Physical Therapy Building located at 540 Front Street within the Town Center Overlay District, because the proposal meets the Town’s criteria and standards for approval; and that the Board direct the Town Clerk to issue said Certificate of Appropriateness within seven (7)

business days as per the plans submitted and approved (*or approved with modifications*) by the Committee.”

Attachments:

- Applicant Submittal Packet
- Design Guidelines

CERTIFICATE OF APPROPRIATENESS

Property Address/Location
540 Front St. One block south of Main (CO9) between 5th and 6th streets, Fairplay, Colorado

Applicant F. Charles Schutz		Property Owner of Record (if other than Applicant) South Park Health Service District	
Mailing Address PO Box 52	City, State, Zip Fairplay, Colorado 80440	Mailing Address PO Box 1253	City, State, Zip Fairplay, Colorado 80440
Telephone 719 839 1586	Email 830csquare@gmail.com	Telephone 719 839 1586	Email 830csquare@gmail.com
Property Zone District Town Center (TC) Town Center Overlay		(Attach additional owners information if necessary)	

Provide a brief description of proposed work:

Relocation of main entrance to the Physical Therapy building including wind break porch. Update landscaping with walk to Town walk.

Minor remodel of interior to meet ADA requirements and Fairplay codes. Insulate exterior walls and attic of original 1912 home.

Provide paved parking in rear. Redecorate the interior and provide ADA restroom.

**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 *See survey*
- ☒ North arrow *See survey*
- ☒ Scale *See survey*
- ☒ Property line dimensions *See survey*
- ☒ Adjacent streets indicated *See survey*
- ☒ Building location: Existing, proposed and proposed removal *See Architects drawings*
- ☒ Footprints of structures on adjacent properties *See survey*
- ☒ Driveway width dimension, existing and proposed curb cuts and parking spaces *See Architects drawings*
- ☒ Existing, proposed removed or relocated landscaping *See Architects drawings*

NONRESIDENTIAL

- 5,850 Total site area in square footage
- 1 Number of buildings on site and total
- 1,774 Square footage for each and percent covered *30.29 %*
- 1 Number of stories of each building
- 0 Parking spaces: existing and proposed *1 ADA and 1 regular*
- 1,092 Landscaping: total area in square footage and percent of total site *18.66*

MULTIPLE-FAMILY RESIDENTIAL *N/A*

- 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 See Architects drawings

- ☒ 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)

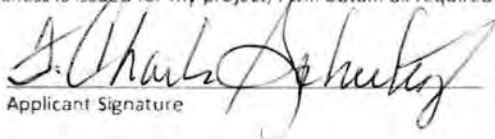
DEMOLITION REQUESTS ONLY:

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.


Applicant Signature

06/12/2025
Date

OFFICE USE ONLY

Date Received _____ By _____ File Number _____

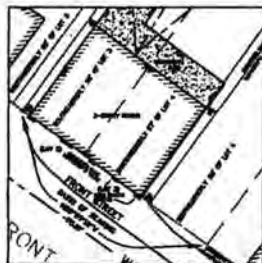
Level of Review Architectural Review Committee
 Town Staff _____

Action Approved as Submitted _____
 Approved with Conditions _____
 Denied _____

Date of Action _____

- ① INDICATES FOUND NO. 5 REBAR WITH 1 1/2" ALUM. CAP. LS 11044
- ② INDICATES FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.
- ③ INDICATES SET 1 1/2" ALUM. CAP. LS 11044

ALL TIES ARE PERPENDICULAR
TO PROPERTY LINES



BASE OF BEARING DETAIL



BUILDING ENCROACHMENT

FILE COMMENTARY NOTES

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

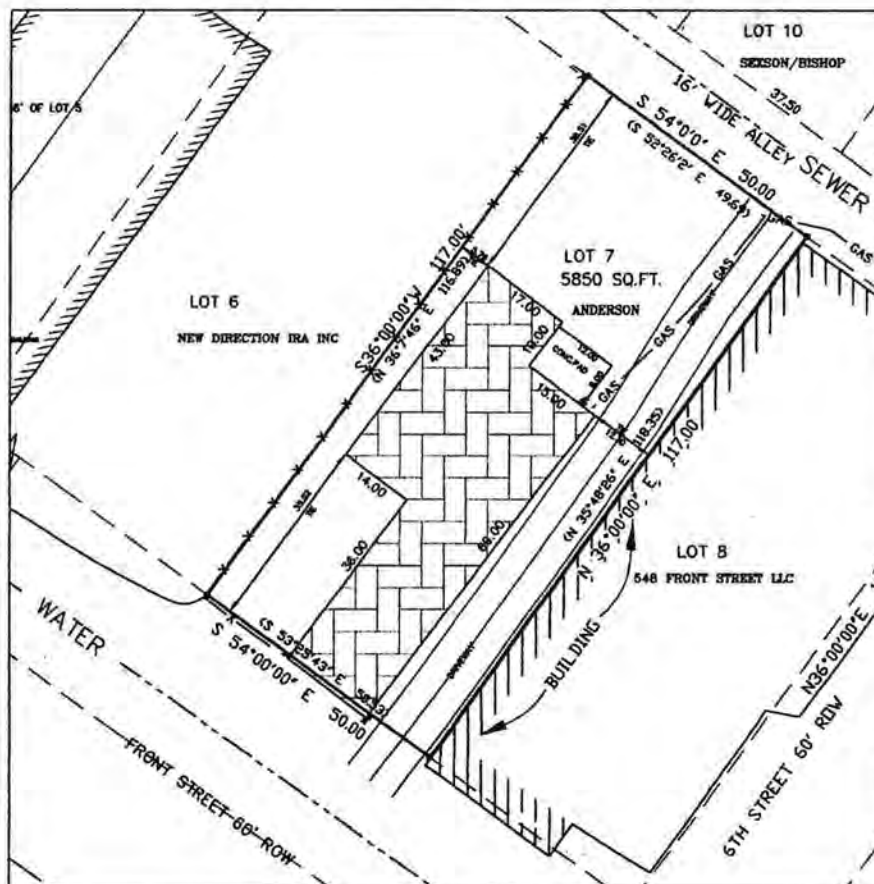
BURNETT LAND SURVEYING INC. FILED UPON THE TITLE COMMITMENT BY:

FIDELITY NATIONAL TITLE INSURANCE COMPANY

PROPERTY ACQUISITION, INC. AND ASSOCIATE COMPANY.
CONTRACT NO. 361-F76B14-22

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREIN.

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



PROPERTY DESCRIPTION

LOT 7, BLOCK 8, TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO

CONFIDENTIAL TO:

CONNECT REAL ESTATE LLC

THIS IS TO CERTIFY THAT THE MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE MINNAPOLIS STANDARD DETAIL REQUIREMENTS FOR ALTA/SUPP LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND SUPP, AND INCLUDES ITEMS 2, 3, 4, 6a, 6b, 8, 11a, 11b, 12.

THE FIELDWORK WAS COMPLETED ON Oct 6, 2021

THOMAS L. BURNETT

NAME: Thomas S. Burnett (18M)

REGISTRATION NO. PL2 4844

1000000

ALTA/ACSLAND TILE SURVEY TABLE A

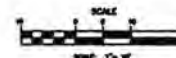
- 2) THE ADDRESS IS 545 FRONT STREET, TOWN OF FAIRPLAY
3) THIS PROPERTY IS NOT IN A 100 YEAR FLOOD PLAIN ACCORDING TO FEMA FLOOD MAP SERVICE.
4) THE GROSS LAND AREA IS 5850 SQ. FT. N/A
5) THE CURRENT ZONING IS FAIRPLAY TOWN CENTER
6) THE BUILDING MEASUREMENTS ARE: FRONT 6', NEAR 5', REAR 6',
7) BUILDING HEIGHT IS 30'
8) MOBILE HOME IS: N/A
9) THERE ARE NO OTHER SUBSTANTIAL FEATURES, EXCEPT FOR THE ACTUAL BUILDING AND DRIVEWAY
10) NOTHING AVAILABLE
11) EXISTING UTILITIES ARE BELOW
12) NAMES OF ADJACENT OWNERS ARE BELOW
13) THERE ARE NO PROPOSED ROAD CHANGES
14) THERE ARE NO OBSERVED ROAD WASTE DUMP, OR SANITARY LANDFILL

1954

- [illegible]



DEPOSITED THIS _____ DAY OF _____, 2004 AT _____ M.
RIGHT- / IN BOOK _____ OF THE COUNTY SURVEYOR'S LAND SURVEY PLAT
OF DAY SURVEYS AT PAGE _____ AT BETHLEHEM



ALTA SURVEY

TOWN OF FAIRPLAY , BLOCK 6, LOT 7
PARK COUNTY, COLORADO

1. Name of the person or organization	2. Address
3. City	4. State
5. Zip	6. Phone
7. Fax	8. E-mail
9. Other	10. Other

DETROIT, 1. JAN.

SURVEYING, INC.

PA. SEC. TOL. HA. DIV. SEC. SEC. SEC.
FORDHAM, GEORGE, JR.

100



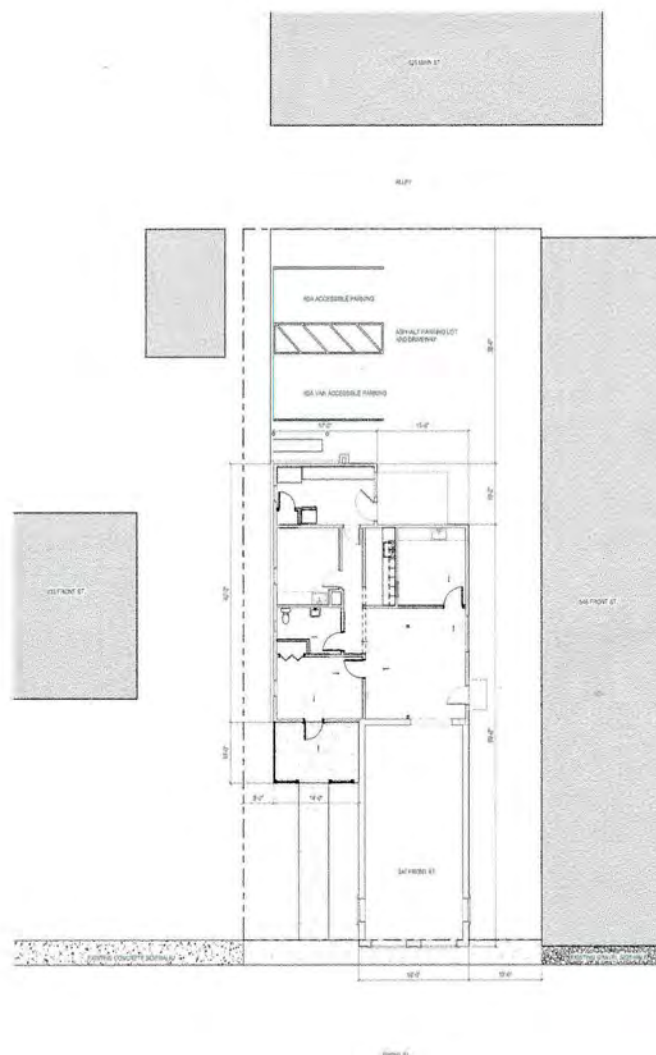
**FAIRPLAY PHYSICAL THERAPY
BUILDING REMODEL**

540 FRONT STREET
SAUNDAKE, VT 05670

NOT FOR CONSTRUCTION

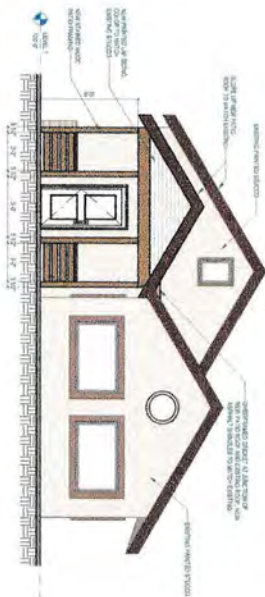
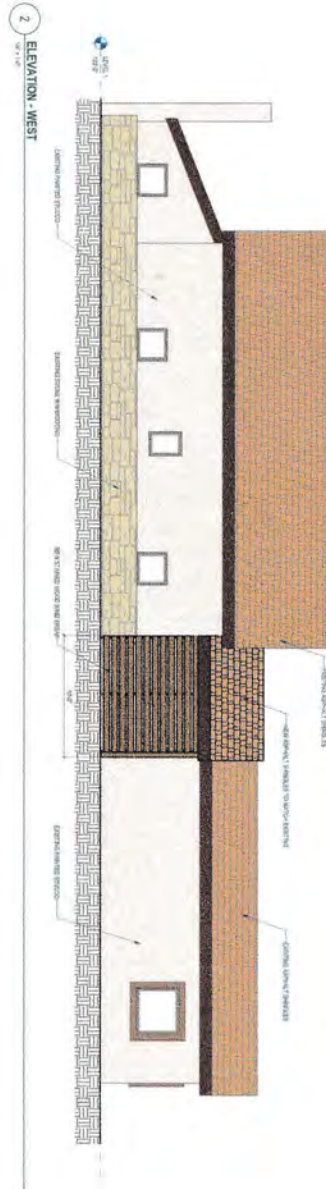
[illegible]

AS1.00

4 SITE PLAN
1/8" = 1' 0"



3D VIEW FOR REFERENCE ONLY



NOT FOR CONSTRUCTION

FAIRPLAY PHYSICAL THERAPY BUILDING REMODEL

540 FRONT STREET
FAIRPLAY, CO 80440

[illegible]

GO.03

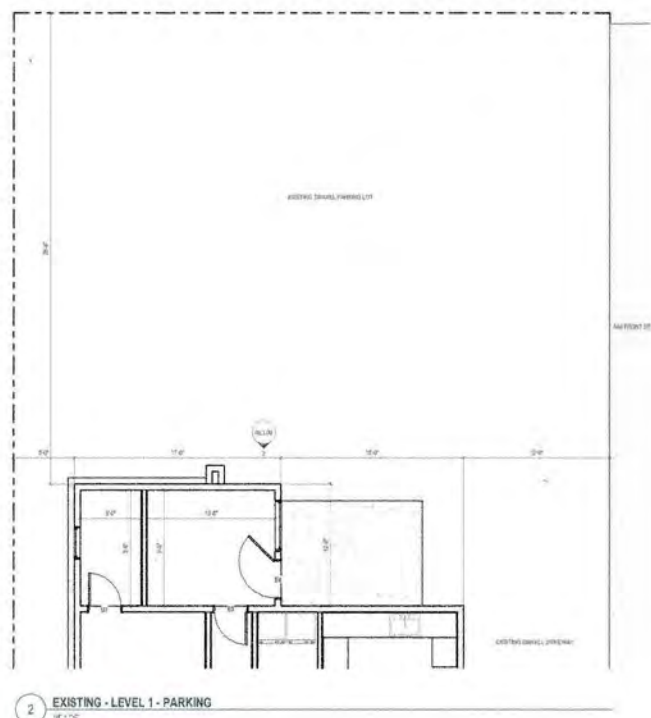
**FAIRPLAY PHYSICAL THERAPY
BUILDING REMODEL**
540 FRONT STREET
FAIRPLAY, CO 80440

NOT FOR CONSTRUCTION

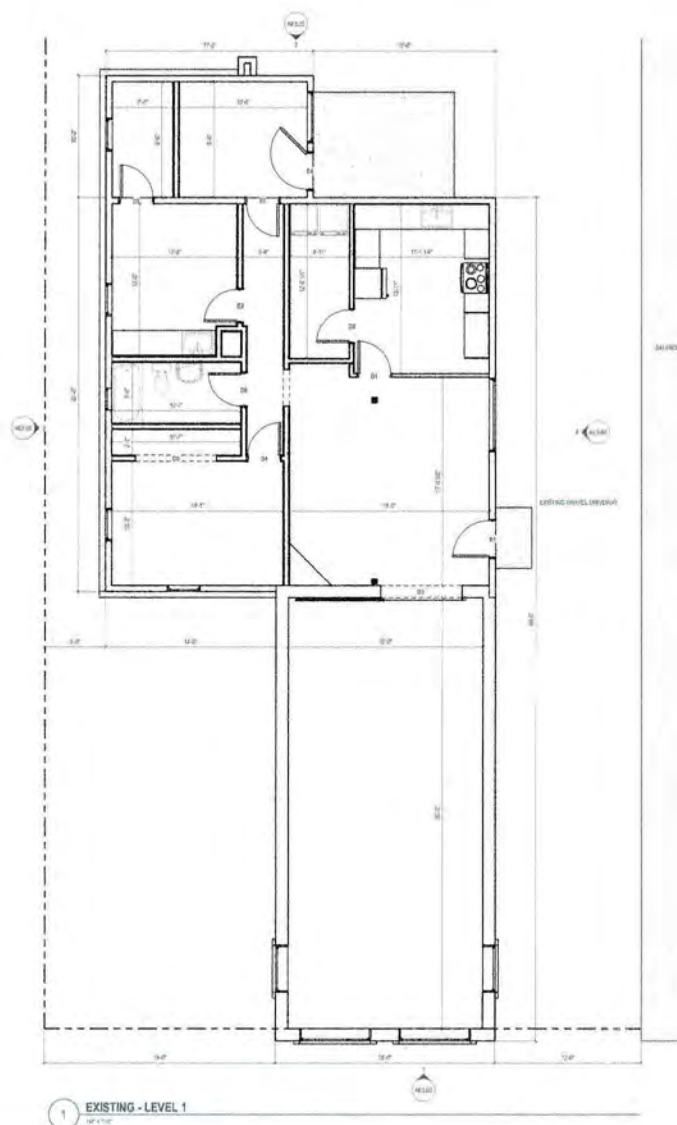
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SHEET NO.

AE0.10



EXISTING - LEVEL 1 - PARKING



EXISTING - LEVEL 1





**FAIRPLAY PHYSICAL THERAPY
BUILDING REMODEL**
540 FRONT STREET
FAIRPLAY, CO 80440

540 FRONT STREET
FAIRPLAY, CO 80740

GENERAL DEMO NOTES

- [illegible]

DEMOLITION LEGEND



NOT FOR CONSTRUCTION

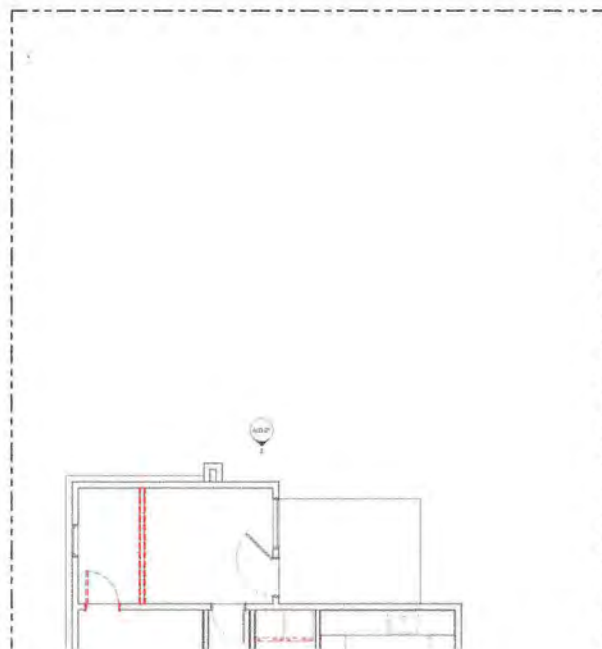
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WORK NO. 25029

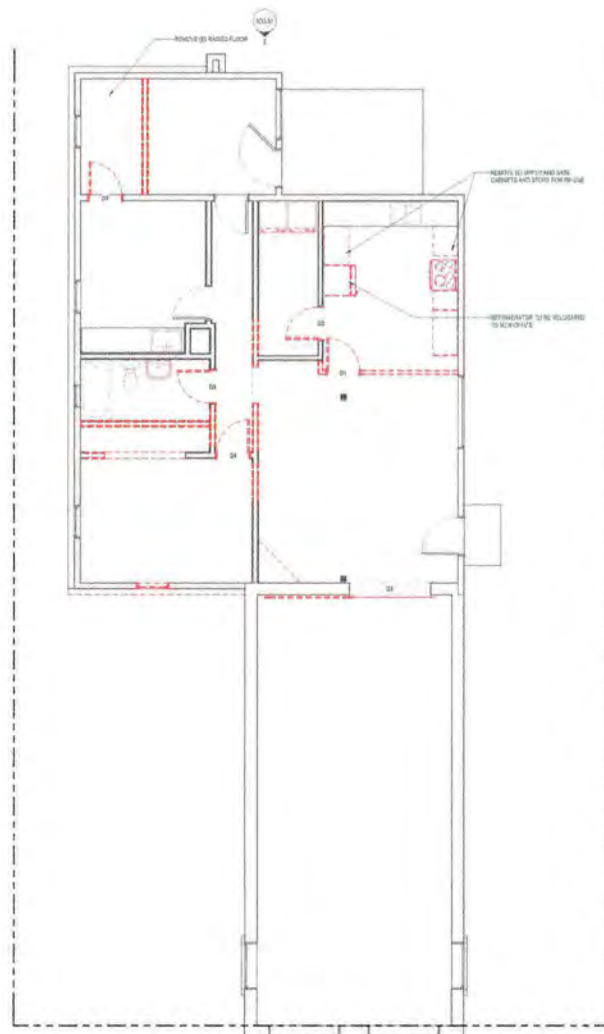
DRAWING
DEMO FLOOR PLAN - LEVEL

SHEET NO.

AD1.01



2 DEMOLITION - LEVEL 1 - PARKING

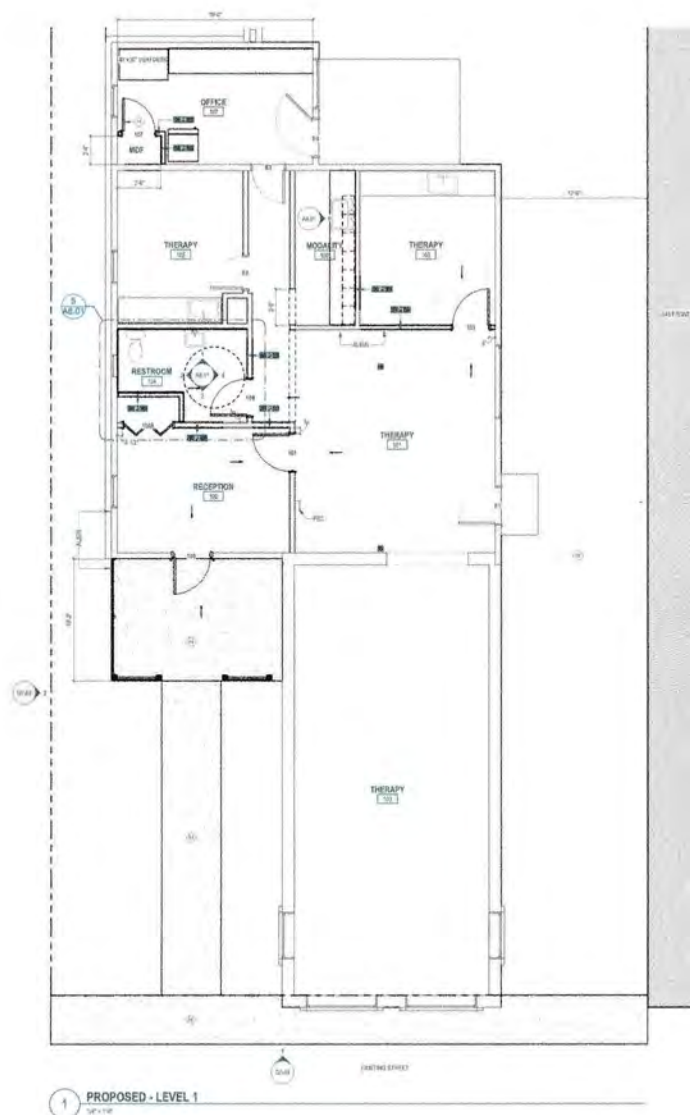


DEMOLITION - LEVEL 1



[illegible][illegible]

34	UNDERCUT BOTTOM OF DOOR P
35	IF ON CONCRETE FILL SOLAR
36	REPAIR TO SLAB RE STRUCTURAL
37	NEW SOLAR RE STRUCTURAL
38	RE ASPHALT FLOORING AND FLOORING (2)
39	NEW SOLAR FLOOR TYPICALLY
40	REPAIR TO CONCRETE AND FOR UNDERLAYER



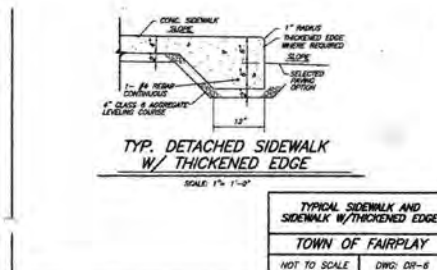
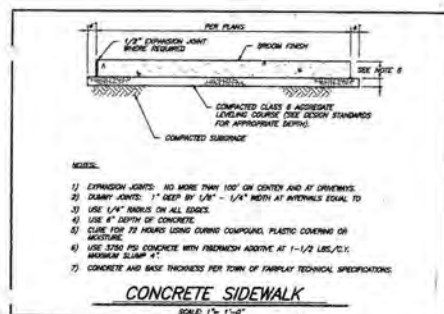
**FAIRPLAY PHYSICAL THERAPY
BUILDING REMODEL**

NOT FOR CONSTRUCTION

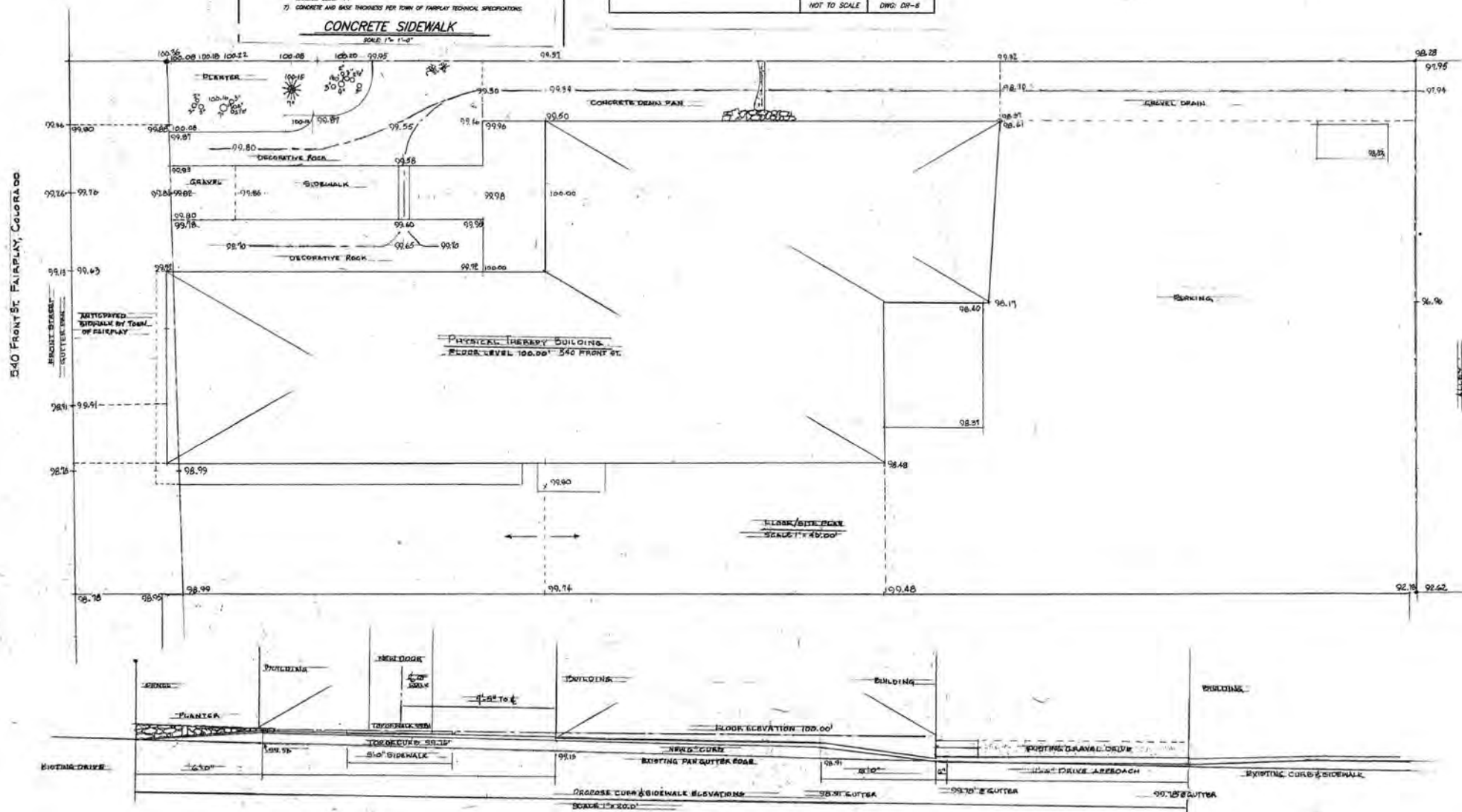
[illegible]

JOB NO. 25008
DRAWING
FLOOR PLAN - LEVEL 1
SHEET NO.

A1.01



Assumption Notes
 GRADES ARE BASED ON THE FLOOR LEVEL AT PROPOSED DOOR THRESHOLD (100.00).
 CURBLINE AT THE EDGE OF THE GUTTER PAV. OF FRONT STREET.
 10' TO CURBLINE OF FRONT ST.
 THERE IS NO SIDEWALK IN FRONT OF 642 FRONT ST. GRAVEL ONLY AT VARIOUS GRADES
 ASSIGNED THAT NEW SIDEWALK BE TOWN HALLING BE CONSTRUCTED AS PER THE
 TOWN ENGINEER'S TOWN ENGINEER'S TOWN ENGINEER'S DESIGNED BY SGM
 255 HIGHWAY 90, SUITE 1; GALTICO (2018).
 SEE INCLUDED DETAIL SHEET FROM MANUAL PAGE 62 (10' DIA) CIRC.
 GRAVEL RADIUS OF THE RAIL WAS SUBJECT TO BEING.
 THE GRADES SHOWN ON THE VERTICAL ALIGNMENT CONSTRUCTION IS STATIONED.















FAIRPLAY PHYSICAL THERAPY BUILDING REMODEL

540 FRONT STREET
FAIRPLAY, CO 80440
CONSTRUCTION DOCUMENTS

06/18/2025

OWNER

SOUTH PARK HEALTH SERVICES DISTRICT
525 HATHAWAY STREET
P.O. BOX 1253
FAIRPLAY, COLORADO 80440
719-839-1586

MEP ENGINEERS

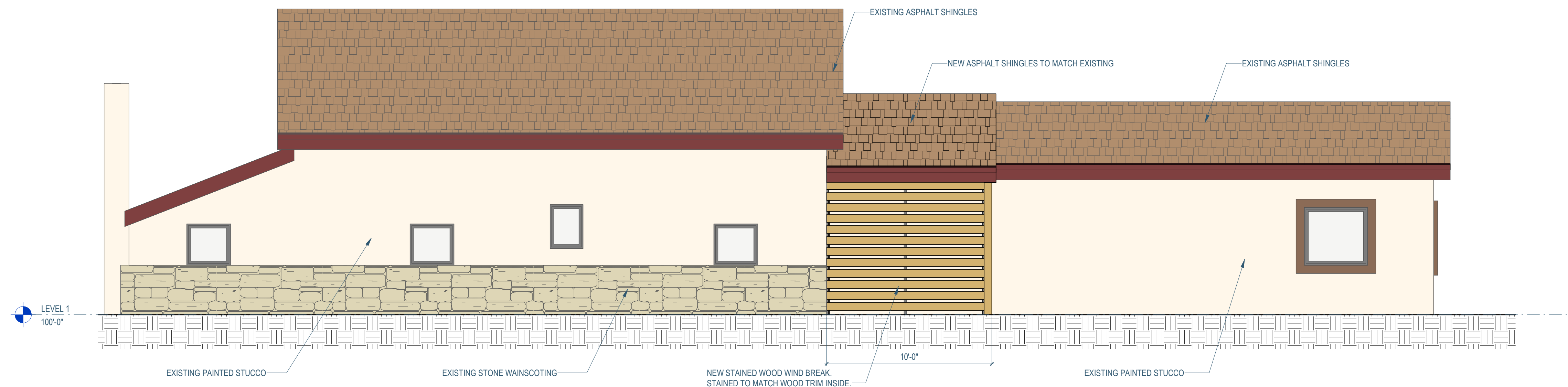
BIG HORN CONSULTING ENGINEERS, INC
386 INDIAN ROAD
GRAND JUNCTION, COLORADO 81501
970-241-8709

STRUCTURAL ENGINEER

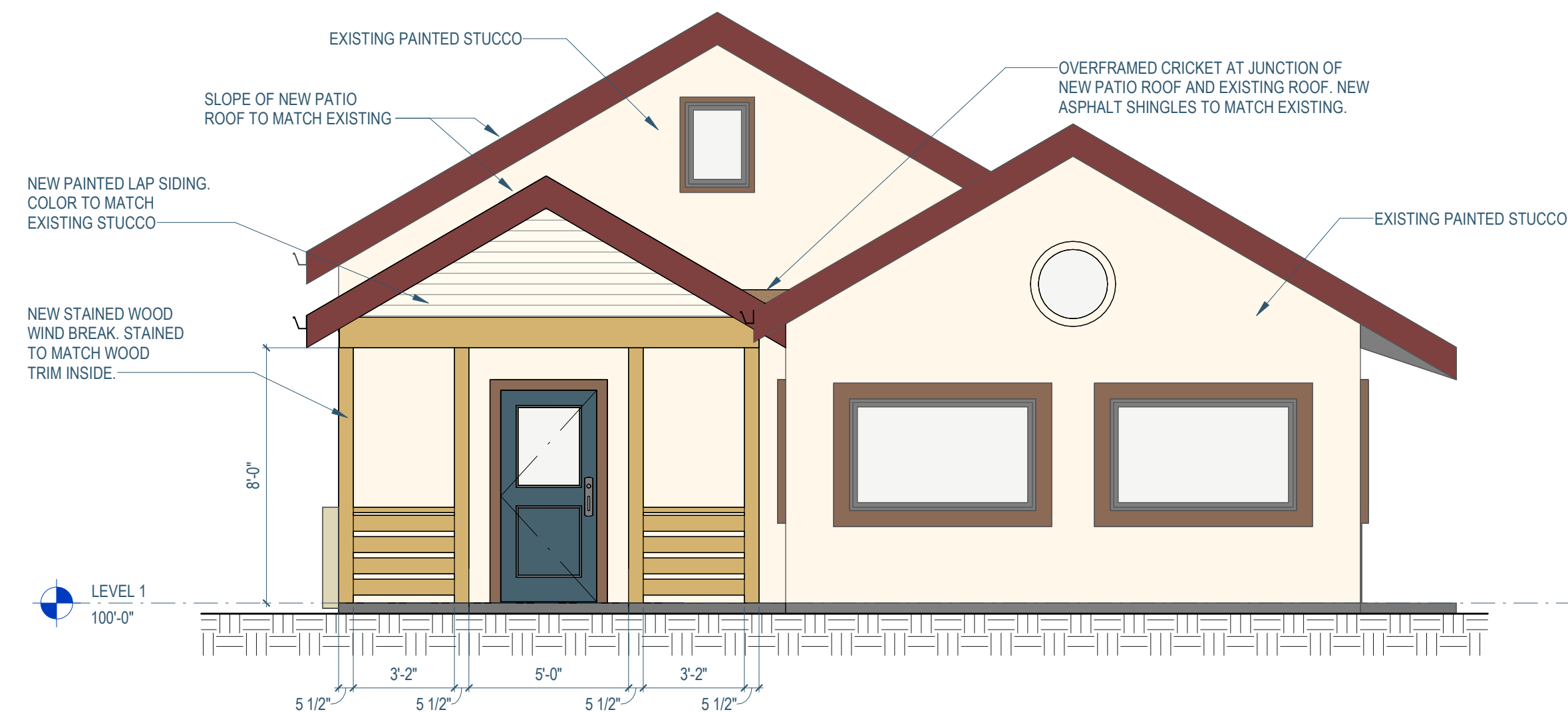
SOMEWHERE WEST STRUCTURAL, LLC
1580 N LOGAN STREET
SUITE 600 #455366
DENVER, COLORADO 80203
309-714-0745



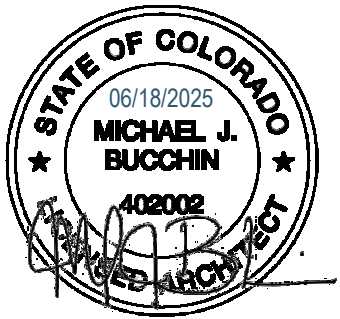
3D VIEW FOR REFERENCE ONLY



2 ELEVATION - WEST
1/4" = 1'-0"



1 ELEVATION - SOUTH
1/4" = 1'-0"

[illegible]

JOB NO. 25009

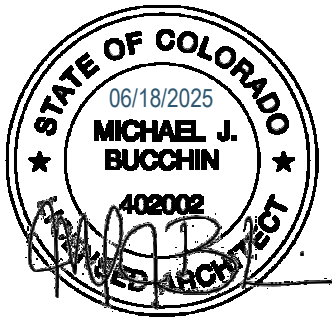
DRAWING:
ELEVATIONS - CERTIFICATE OF
APPROPRIATENESS

SHEET NO.

G0.03

FAIRPLAY PHYSICAL THERAPY BUILDING REMODEL

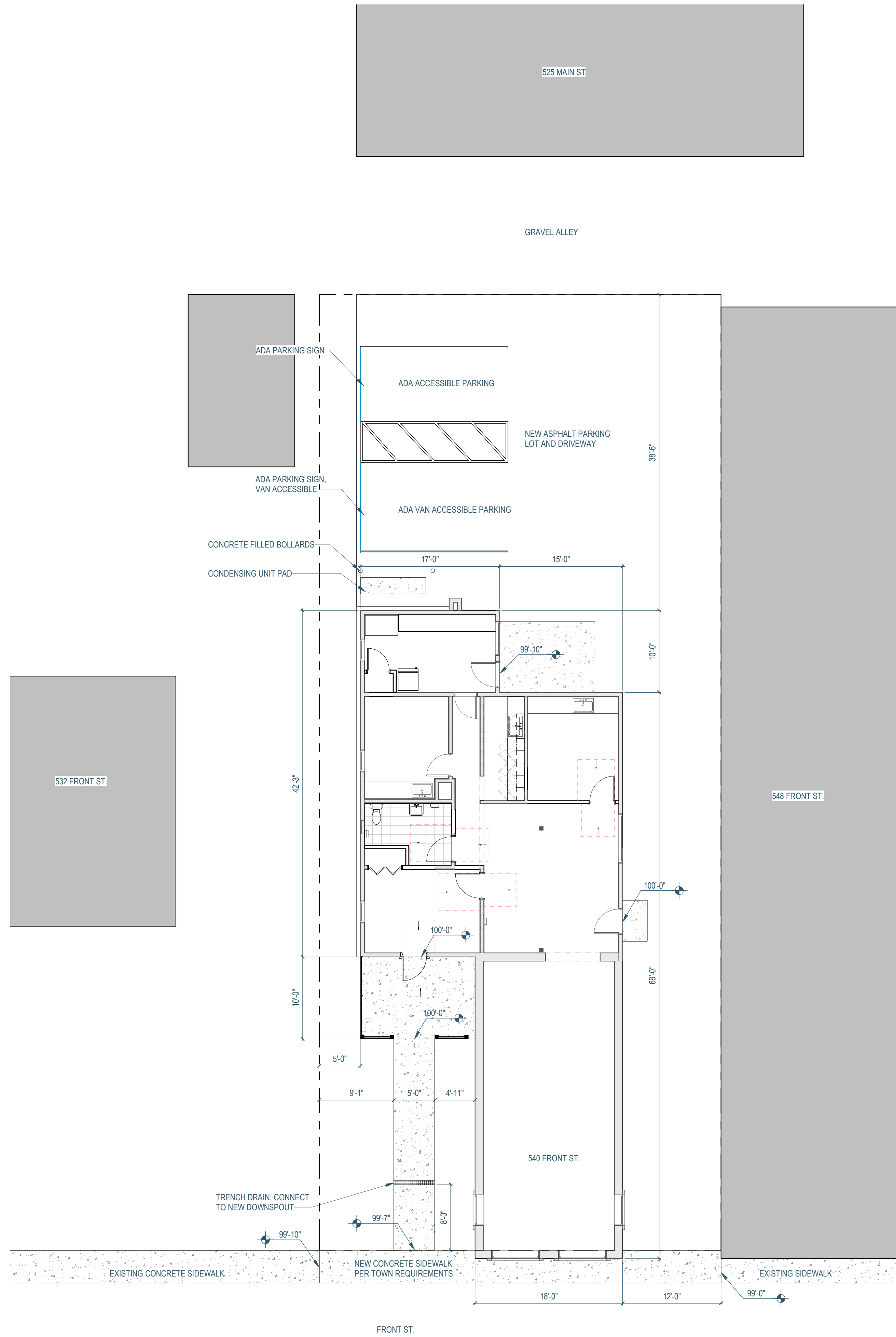
540 FRONT STREET
FAIRPLAY, CO 80440

[illegible]

DRAWING:
ARCHITECTURAL SITE PLAN

SHEET NO.

AS1.00



1 ARCHITECTURAL SITE PLAN (FOR REFERENCE ONLY)

 $1/8'' = 1'-0''$

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 woodworking 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.***

**MAYOR'S OPENING STATEMENT
VARIANCE HEARING FOR 411 US HIGHWAY 285**

MAYOR JUST:

I WILL NOW OPEN THE PUBLIC HEARING ON THE APPLICATION OF ACL REAL ESTATE, LLC FOR A VARIANCE FOR THE PROPERTY LOCATED AT 411 US HIGHWAY 285.

THE FAIRPLAY BOARD OF TRUSTEES, SITTING AS THE BOARD OF ADJUSTMENT FOR THE VARIANCE REQUEST, HAS JURISDICTION TO CONDUCT THIS PUBLIC HEARING UNDER ARTICLES XXII OF THE FAIRPLAY MUNICIPAL CODE AND ALSO KNOW AS THE UNIFIED DEVELOPMENT CODE. NOTICE OF THIS HEARING WAS GIVEN BY POSTING, MAILING AND PUBLICATION IN THE MANNER REQUIRED BY SECTION 16-4-10 OF THE FAIRPLAY MUNICIPAL CODE.

THE PURPOSE OF THIS HEARING IS TO CONSIDER THE APPLICATION OF ACL REAL ESTATE, LLC FOR A VARIANCE ON THE SUBJECT PROPERTY. THE APPLICANT SEEKS APPROVAL OF THE VARIANCE FOR RELIEF FROM THE REQUIRED PARKING REQUIREMENTS AND PARK LOT DESIGN STANDARDS AND REQUIRED STATE HIGHWAY 285 LANDSCAPE SETBACK AND BUFFER FOR A THE HIGHSIDE BREWING OPERATION ON THE COMMERCIAL ZONED PROPERTY

THE PROCEDURE TO BE FOLLOWED IN THIS CASE WILL BE AS FOLLOWS:

1. STAFF REPORT WILL BE PRESENTED.
2. THE APPLICANT, OR THE APPLICANT'S LEGAL COUNSEL/REPRESENTATIVE, MAY GIVE AN OPENING STATEMENT.
3. FOLLOWING THE OPENING STATEMENT, IF ANY, THE APPLICANT AND ANY OTHER PERSONS SUPPORTING THE APPLICATION MAY PRESENT EVIDENCE OR TESTIMONY SUPPORTING THE PROPOSED APPLICATION.
4. AT THE CONCLUSION OF THE APPLICANT'S CASE, ANY PERSONS OPPOSING THE PROPOSED APPLICATIONS MAY PRESENT EVIDENCE OR TESTIMONY.
5. THE APPLICANT MAY THEN PRESENT ANY REBUTTAL OR CLOSING EVIDENCE.

THIS HEARING IS BEING RECORDED AND I WILL CAUTION ALL WITNESSES AND ATTENDEES THAT THEY MUST IDENTIFY THEMSELVES BEFORE SPEAKING AND THAT THEY MUST SPEAK CLEARLY SO THE RECORDING DEVICE CAN RECORD THEIR COMMENTS. COMMENTS OR INTERRUPTIONS FROM MEMBERS OF THE AUDIENCE DURING TESTIMONY WILL INTERFERE WITH THE PROCEEDING AND WILL NOT BE ALLOWED.

ARE THERE ANY OBJECTIONS TO THE JURISDICTION OF THE BOARD OF TRUSTEES / BOARD OF ADJUSTMENT OR TO THE PROCEDURE WHICH I HAVE JUST DESCRIBED?

HEARING NONE, STAFF WILL NOW PRESENT THE CASE.

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



Fairplay Board of Trustees
 Mayor – Frank Just
 Mayor Pro Tem – Ray Douglas
 Courtney Avery
 Erik Baum
 Josh Voorhis

Town Board of Trustees Board of Adjustment Hearing

ACL Real Estate, LLC. / Highside Brewing Variance Request

Hearing Date:	July 7, 2025 (Continued from April 7, 2025)
File Name and Process:	VAR 2025-001 Highside Brewing Variance Request
Owner/Applicant:	ACL Real Estate, LLC.
Representative:	Dave Axelrod
Location/Legal:	411 U.S. Hwy. 285 / Lots 1-9, Block 7, Johnson Addition
Staff Member:	Scot Hunn, Town Planner

I. Summary of Request:

The Applicant, ACL Real Estate, LLC., represented by Dave Axelrod, is requesting approval of the following variance requests associated with Highside Brewing, located at 411 Hwy. 285:

1. Variance for relief from the required parking requirements and parking lot design standards.
2. Variance for relief from the required State Highway 285 landscape setback and buffer.

Staff are recommending Approval of the variance requests.

II. Background:

The building located at 411 Hwy. 285 and currently housing Highside Brewing was originally constructed in 1950; the Park County Assessor's website also lists improvements that were made to the structure in 1993. The building has been zoned and used, commercially, for some time and most recently was a retail furniture store prior to the Applicant's purchase of the property in 2022 with the intent to convert the retail space into a tasting room.

After purchasing the property, the Applicant met with Town staff to discuss the use of the property. At that time, while discussing the Applicant's intentions to renovate the existing building for use as a tap room and, eventually, to construct a second building on the property for brewing, staff informed the Applicant of the Town's land use regulations, specifically setback requirements, parking requirements, as well as the Town's design standards for parking areas, paving, drainage, and landscaping that would apply to his project because the use of the building had changed (from "Retail Sales Establishment" to "Bar/Drinking Establishment").

Note: When the use of a property or building changes, the current zoning and building codes apply and can be enforced. Therefore, the Town's current zoning requirements and standards are applicable to the project.

Following several meetings with staff, the Applicant informed the Town that he would not be able to comply with the Town's requirements and would be seeking temporary relief from compliance (asking for a one-year deferral) to allow the business to become established prior to taking any further action with regard to parking lot, drainage, or landscaping improvements. This decision was also made in response to the CDOT Hwy. 285 project, specifically to wait until the project was largely completed to understand how that project would affect the Applicant's property.

In 2023, the Board deferred the construction of required parking lot improvements based on a provision of Section 16-10-40 – *Deferral of parking requirements*, UDC. Subsequently, the Board granted another extension in 2024.

Below is that code reference:

Sec. 16-10-40. - Deferral of parking requirements.

- (A) *The Board of Trustees may authorize the deferral of construction of not more than fifty percent (50%) of the required off-street parking spaces and may set such conditions as necessary to guarantee provision of such deferred parking spaces at such time as the Board of Trustees determines such additional parking spaces are needed.*
- (B) *The land area required for provision of deferred parking spaces shall be maintained and reserved and shall be landscaped pursuant to a plan approved by the Board of Trustees, which shall demonstrate that the deferred spaces, when improved, will meet all requirements of this Chapter.*

(C) The Board of Trustees may consider deferral of parking requirements where the need for off-street parking is lessened due to unusual characteristics of use, and reliable data is available to establish that there is not a present need for additional parking.

(D) The Board of Trustees may defer, in extraordinary cases, the requirement that all off-street parking spaces be paved. Such a deferral shall be for a period of not more than one (1) year, and shall be in accordance with such terms and conditions as the Board may from time to time determine.

Additionally, the Town has granted a special use permit to allow the use of a commercial unit in an adjacent building for production brewing and a variance for the location of a grain silo within required side yard setbacks at that same location.

UPDATE: July 7, 2025

The review of this variance application was tabled by the Town Board of Trustees at their regular meeting of April 7, 2025 to allow the Applicant additional time to provide updated proposals and plans for the parking lot and landscape improvements in an effort to address *some* of the Town's requirements while still seeking relief from the full, or strict application of ALL parking lot and landscaping requirements.

The Applicant has worked with Town staff members to conduct meetings and site visits at the Highside Brewery and based on those interactions, has provided an updated site and landscape plan which staff views as a satisfactory response to the Board's direction at the April 7th hearing.

III. Summary of UDC Requirements and Standards:

This portion of the report outlines the sections of the Unified Development Code that are applicable to the variance requests. In this case, the Applicant is requesting variances from several sections of the UDC, including:

1. General Parking Requirements (Section 16-10-10, subsections D and E)
2. Parking Plan (Section 16-10-120, subsections 6, 10, and 11)
3. Design Requirements (Section 16-10-130, subsections (A)1 and (A)3.b)
4. State Highway 285 Corridor Landscaping Standards (Section 16-11-40, subsections 1, and 2 a-d)

General Parking Requirements:

Sec. 16-10-10. - General parking requirements.

- (A) At the time of the erection of a new structure or at the time of enlargement or change in use of an existing structure within the Town, off-street parking spaces shall be provided as specified in this Chapter and in the sections designated for each use.
- (B) No parking shall be eliminated for an existing use if it reduces the required number of parking spaces below the minimum requirements of this Chapter.
- (C) Where square feet are specified, the measured area shall be the total inhabitable horizontal floor area of all floors in a building exclusive of garage, storage and utility areas, except for warehouses or other commercial storage areas in which case, the floor area shall be determined by the measurements of the perimeter of the outside of the building wall on each level.
- (D) **All uses other than single family residential dwellings and two-family dwellings shall be required to submit a site and grading plan prepared by a qualified Colorado licensed professional engineer. The site plan shall be submitted with the application for any building permit** and shall indicate the location and dimensions of off-street parking spaces as well as the number of parking spaces for off-street parking and loading areas and the finished surface material of the parking areas.
- (E) **Required parking spaces shall be constructed as required by these Regulations and made available for use before completion of a final inspection for a building permit or a special use.** The inspection of the required parking spaces shall be conducted by the Town Engineer or the Town Building Official as directed by the Town Administrator.

Parking Plan:

Sec. 16-10-120 - Parking plan.

- (A) Prior to the issuance of a building permit for all uses, except single-family and duplex residences, a parking plan must be submitted which shows the following parking lot or area information:
 1. Delineation of individual parking and loading spaces;
 2. Circulation area necessary to serve spaces;
 3. Access to streets and property to be served;
 4. Curb cuts;

5. Dimensions, continuity, and substance of screening;
6. **Grading, drainage, surfacing and subgrade details;**
7. Delineation of obstacles to parking and circulation in finished parking area;
8. Specifications as to signs and bumper guards;
9. Location and specifications of shielded lighting for parking areas to be used at night;
10. **Location and specifications (e.g., plants and materials) for landscaping of the parking area;**
11. **Irrigation plan for the landscaped areas; and**
12. Other pertinent data.

Design Standards:

Section 16-10-130 – Design Requirements.

(A) Parking and loading areas shall be designed in accordance with the following requirements and the requirements of the Town of Fairplay Public Works Manual:

1. **Surfaces. All off-street parking spaces and maneuvering areas shall be surfaced with asphalt or concrete material.**
2. *Maneuvering space. All parking areas servicing a use requiring three (3) or more parking spaces shall be designed and traffic controlled so that access to and from a public street shall require vehicular traffic to be traveling in a forward direction when entering or exiting from the parking area. The off-street parking shall be designed so that the parking lot is separated from the street by a physical barrier, which will be adequate to prevent a driver from backing from the off-street parking space directly into the street or across a sidewalk.*
3. *Access requirements and service drives.*
 - a. *Service drives to off-street parking shall be designed and constructed to facilitate the flow of traffic, and to provide maximum safety of traffic access and egress and maximum safety for pedestrians and vehicular traffic on the site. The number of service drives shall be limited to the minimum that will allow the property to accommodate the traffic that is anticipated.*
 - b. **Service drives shall not be more than twenty-four (24) feet in width and shall be clearly and permanently marked and defined through the use of rails, fences, walls or other barriers or markers on frontage not occupied by service drives.**

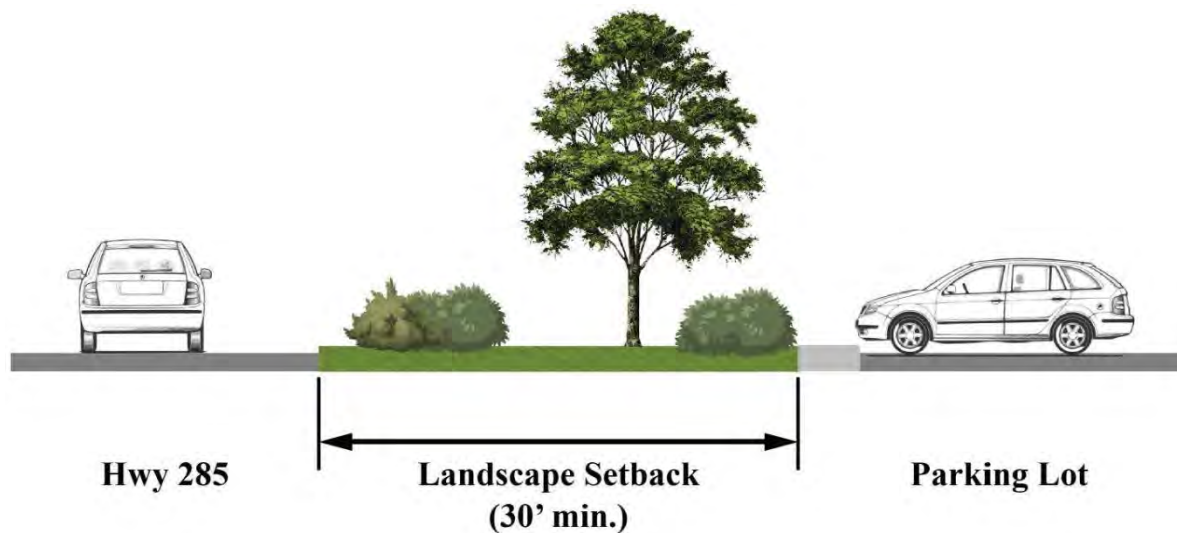
- c. Service drives on the same lot frontage shall be separated by a minimum length of curb of thirty (30) feet. For every one (1) foot by which the lot frontage exceeds one hundred (100) feet, the minimum required length of curb separation shall be increased by one (1) foot for every five (5) feet of property length beyond one hundred (100) feet, up to a maximum requirement of two hundred (200) feet. In the case of a corner lot, service drives shall not be located closer than fifty (50) feet to the intersecting curb and gutter flow lines.
- d. The access to a service drive from a street shall be located not closer than fifteen (15) feet to a side lot line, except that a common service drive to two (2) adjacent properties with a width not exceeding twenty-four (24) feet may be provided at the common lot line.
- e. Access onto any State highway will require an access permit from the Colorado Department of Transportation.
- f. Corner Vision Clearance Area. Service drives on corner lots shall have a minimum vision clearance area formed by the intersection of the driveway centerline and the street right-of-way line, and a straight line joining said lines through points thirty (30) feet from their intersection. No vehicles or obstacles over forty-two (42) inches in height from the curb elevation may be placed within this area.

State Highway 285 Corridor Landscaping Standards:

Sec. 16-11-40 - State highway 285 corridor landscaping standards.

The applicant shall provide:

1. **Landscape setback to parking lots—Provide a minimum thirty (30) foot landscape setback from the highway.** The purpose of the setback is to provide a buffer between the street and parking areas. Signage may be included in this setback.
2. **Shrubs—**A minimum of one (1) shrub per one hundred fifty (150) square feet of landscaped setback. Group shrubs and distribute throughout the landscape setback. Trees may be substituted for up to one-half ($\frac{1}{2}$) of the required shrubs at the rate of one (1) tree for ten (10) shrubs.



The developer or assigns shall provide:

- a. **Site trees**—A minimum of one (1) tree per five (5) parking spaces. Group trees together in islands, which are a minimum of ten (10) feet wide. Use the landscaping to break up large expanses of pavement and to create a tree canopy for summer shade.
- b. **Shrubs**—A minimum of one (1) shrub per one hundred fifty (150) square feet of landscaped area. Group plantings in landscape islands.
- c. **Groundcover**—Limit areas of irrigated turf. Grass is discouraged in areas less than ten (10) feet wide. **Install a grass buffer (native grass where possible) around the perimeter to filter runoff and improve water quality.**
- d. **Landscape setback to parking lots**—**Thirty (30) feet from arterials** or twenty-five (25) feet from other streets. The purpose of the setback is to provide a buffer between the street and parking areas and to screen the parking from the street. This setback may be reduced to fifteen (15) feet if used in combination with a three to four (3—4) foot articulated masonry or stone decorative wall with trees and shrubs on both the street and parking lot sides of the wall to soften its appearance. Signage may be included in this setback.
- e. **Provide a mechanism for long-term maintenance of landscaping**—All landscaping within and adjacent to parking lots shall be owned and maintained by the landowner or occupant.



(Ord. 2015-3, §1, 1-4-2016)

Staff Response:

During the public hearing held on April 7, 2025, the Board voted to continue the hearing regarding the Applicant's variance request to a date certain, July 7, 2025, to allow the Applicant additional time to amend its variance application and provide a more complete site and landscape plan demonstrating intended improvements for the parking lot and landscaping. The Applicant has worked with Town staff and has produced a plan that responds to the Board's direction and which staff has deemed acceptable for review and consideration.

As a result, several of the requirements – for parking lot design, landscaping, and buffer areas - are no longer part of the variance request. Only those items highlighted above remain at issue or are subject to relief from the strict application of the UDC.

IV. Variance Approval Criteria and Findings:

The variance request(s) are pursuant to Section 16-22-70, *Powers of Board of Adjustment*, Town of Fairplay Unified Development Code (UDC). This is a formal hearing by the Zoning Board of Adjustment and proper public notice was provided.

Section 16-22-70 (B) of the UDC below outlines the criteria and findings necessary for the granting of a variance:

1. *That the variance will not authorize the operation of a use other than those uses specifically enumerated as a primary permitted use for that district in which the property is located and for which the variance is sought.*
2. *One of more of the following special circumstances or conditions exist with respect to the specific property:*
 - a. *Exceptional narrowness, shallowness, or shape of the property at the time of the enactment of the regulation in question;*
 - b. *Exceptional topographic conditions of the property; and*
 - c. *Other extraordinary and exceptional situations or conditions of the property.*
3. *The special circumstances and conditions have not resulted from any act of the Applicant.*
4. *That the variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located, or substantially or permanently impair the appropriate use or development of adjacent property.*
5. *That the variance, if granted, is the minimum that will afford relief and is the least modification possible of the provisions of this Chapter which are in question.*
6. *That the granting of the requested variance would relive a peculiar, exceptional and undue hardship on the applicant, provided that such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zoning regulations as embodied in this Chapter and the Zoning Map.*
7. *That the variance, if granted, will not adversely affect the public health, safety, and welfare.*

Staff Response:

The original variance application request(s) by the Applicant for 100% relief (not meeting any portion or amount of the Town's requirements) from several of the Town's standards was based on the premise that the building and the existing parking lot are pre-existing nonconforming improvements and that, based on the Town's nonconformity regulations, as long as these improvements have not been enlarged or expanded, they should be exempted from any requirement to bring them into compliance with the Town's regulations and standards.

This rationale was rejected by the Town planner and Town attorney because the Town's nonconformities regulations do not apply in this case.

During a public hearing on the matter held on April 7, 2025, the Applicant indicated that his request was no longer solely based on this rationale. At the same meeting, the Applicant agreed to work with staff and to produce an updated application – including site plan and landscape plan – to attempt to meet *some* of the Town's requirements (such as providing some amount of planting along the Hwy. 285 buffer area, providing paved ADA parking, and ensuring that parking and maneuverability within the parking lot is adequate) while still requesting relief from parts or all of other requirements (such as paving of the parking lot).

Staff believes that, given the Board's direction at the public hearing on April 7th and based on the efforts of the Applicant to meet with staff and to provide an updated application and plans, the application can be viewed favorably.

Therefore, staff recommend that the Board consider the following findings in any action to approve or deny the application:

1. The variance WILL NOT authorize a use that is not permitted within the zone district.
2. An exceptional or extraordinary circumstance MAY exist to justify the variance request(s).
3. Those special or exceptional circumstances ARE NOT the result of the actions of the Applicant.
4. The variance(s), if granted, WILL NOT alter the essential character of the neighborhood or district in which the property is located and WILL NOT substantially or permanently impair the appropriate use or development of adjacent property.
5. The variance(s), if granted, ARE the minimum that will afford relief and is the least modification possible of the provisions of this Chapter which are in question.
6. The granting of the requested variance(s) WOULD relieve a peculiar, exceptional and undue hardship on the applicant, provided that such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zoning regulations as embodied in this Chapter and the Zoning Map.
7. The variance, if granted, WILL NOT adversely affect the public health, safety, and welfare.

V. Zoning Summary:

Zoning

The subject property is located within the Commercial Zone District. The purpose and objectives of the Commercial Zone District are described as follows:

“Commercial adjacent to Highway 285 allows larger more intensive highway oriented commercial. Uses include grocery, restaurants, vehicle service, general retail, business/professional offices, governmental facilities, banks, medical/dental clinics, vehicle sales, motels, car wash, bowling lanes etc. Residential located in the rear of structures or on the second floor primarily serves employees and is secondary to business use. Storage is enclosed and screened with berms, landscaping and/or opaque fencing.”

- Town of Fairplay UDC Section 16-5-20 – Description of Zone Districts

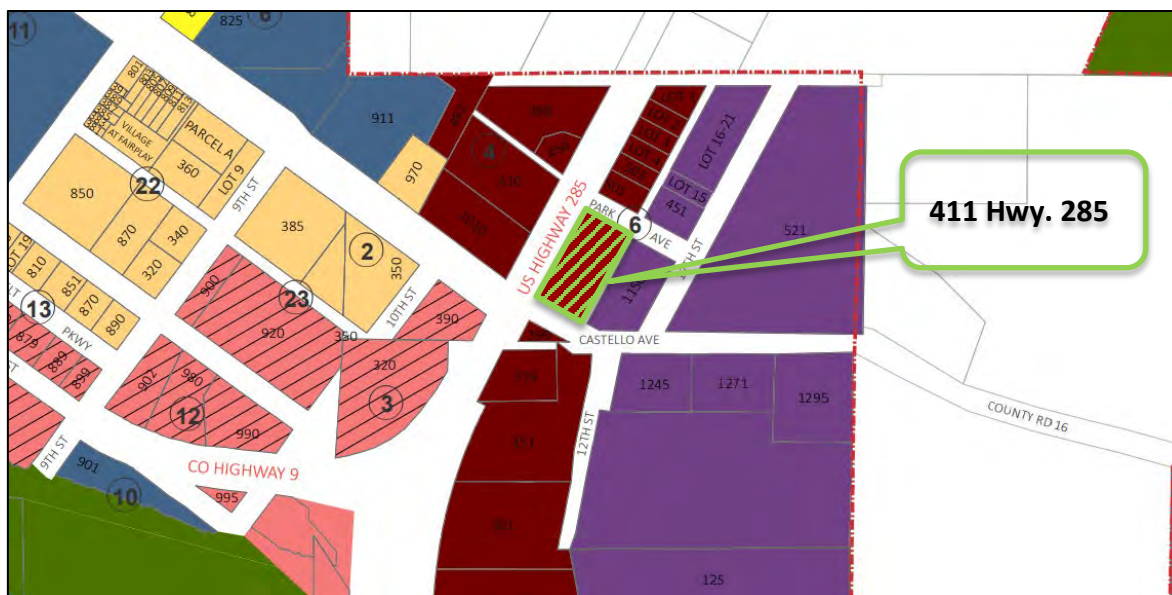


Figure 1: Town of Fairplay Zoning Map

VI. Comprehensive Plan Policies:

In addition to the standards listed above, the following Town of Fairplay Comprehensive Plan goals and policies are provided for reference.

Community Character, Design & Identity (p. 19)

Goal CCDI-1 – Protect and Improve Fairplay’s Unique Character with Historic Preservation and Quality Design.

Relevant policies include:

- A. Support adoption and implementation of building and streetscape design standards which replicate and promote existing historic designs.

Goal CCDI-3 – Define Community Entries and Develop Attractive Landscaped Thoroughfares.

Relevant policies include:

- A. Create gateways at the primary entrances to Fairplay.
- B. Establish public/private partnerships to design and construct community gateways with attractive thoroughfares.

Transportation (p. 24):

The following excerpt from the “Transporation” chapter of the Comprehensive Plan is relevant to this request:

“...improvements on Highway 285 define the town entryways and enrich the corridor with landscaped medians, historic streetlights, thematic signage and traffic calming to slow speeds and create an attractive public environment.”

Economy (p. 34):

The following excerpt from the “Economy” chapter of the Comprehensive Plan is relevant to this request:

“Public and private partnerships that improve the appearance of and draw of the main commercial corridors (Main Street, Front Street and Highway 285) are actively pursued. Upgraded and continuous sidewalks, landscaping, and other streetscape measures are targeted at enhancing Fairplay’s appearance and identity.”

And:

“Design standards for commercial areas in Fairplay promote historic architecture, dark sky lighting, screened storage and landscaping to improve community appearance.”

Goal EC-1 – Encourage Business Development within the Identified Commercial and Industrial Activity Zones.

- C. *Pursue corridor revitalization on Highway 285 and Main Street by working with CDOT and Park County and include landscaped medians, pedestrian enhancements, thematic signage and traffic calming to improve accessibility and business opportunities.*

Goal EC-2 – Create an Environment in Which Local Businesses Prosper

Policies supporting the request(s) include:

- B. *Maintain infrastructure to support existing business.*
- C. ***Actively support existing business retention and expansion.***

Staff Response:

The Town of Fairplay Comprehensive Plan contains several goals and policies that indicate the Town’s intention to work with public agencies and private property owners to require and/or incentivize improvements along the Town’s main commercial corridors. The Comprehensive plan also includes several goals and policies aimed at creating a business-friendly climate; working to retain existing businesses and to recruit and incentivize new business.

The Comprehensive Plan goals and policies are aligned and reinforced by specific regulations and standards of the town’s land use regulations (the UDC). The Applicant’s recent submission of an updated application and more complete, detailed site and landscape plan package demonstrates an intent to meet the intent of the Town’s Comprehensive Plan goals and policies.

VII. Staff Recommendation:

Staff have evaluated the requests by the Applicant and, while the Applicant is still requesting variations to several of the Town's parking lot design and landscaping standards, the updated application, site plan, and landscape plan package demonstrates that:

1. There are extraordinary or exceptional circumstances that the Applicant has attempted to address by meeting some of the requirements, thus reducing the overall amount of relief requested from the strict interpretation or application of the regulations.
2. The proposed plan(s) for parking lot, ADA parking, and landscaping do address several Comprehensive Plan goals and policies.

Therefore, staff offers the following recommended actions that the Board may take.

Suggested Motions (for approval or denial):

Staff recommends APPROVAL of the variance request(s) because the standards and criteria for approval of a variance have been satisfactorily met.

Motion for Approval:

In the event the Town Board, acting as the Board of Adjustments, votes to approve one or more of the variance requests, staff recommend the following motion:

"I move that the Town of Fairplay Town Board of Trustees APPROVE the variance request(s) by ACL Real Estate, LLC., for relief from the strict interpretation of the following Town of Fairplay land use regulations and/or requirements [**specify which of the following are being approved**]:

1. General Parking Requirements (Section 16-10-10, subsections D and E)
2. Parking Plan (Section 16-10-120, subsections 6, 10, and 11)
3. Design Requirements (Section 16-10-130, subsections (A)1 and (A)3.b)
4. State Highway 285 Corridor Landscaping Standards (Section 16-11-40, subsections 1, and 2 a-d)

Because the application MEETS the required criteria and standards, and that the Town Board of Trustees direct the Town Attorney and/or the Town Planner to prepare a finding and order and resolution consistent with the Board's decision."

Motion for Denial:

In the event the Town Board, acting as the Board of Adjustments, votes to deny one or more of the variance request(s), staff recommend the following motion:

“I move that the Town of Fairplay Town Board of Trustees DENY the variance request(s) by ACL Real Estate, LLC, for relief from the strict interpretation of the following Town of Fairplay land use regulations and/or requirements [specify which of the following are being denied]:

1. General Parking Requirements (Section 16-10-10, subsections D and E)
2. Parking Plan (Section 16-10-120, subsections 6, 10, and 11)
3. Design Requirements (Section 16-10-130, subsections (A)1 and (A)3.b)
4. State Highway 285 Corridor Landscaping Standards (Section 16-11-40, subsections 1, and 2 a-d)

Because the application DOES NOT MEET the required criteria and standards, and that the Town Board of Trustees direct the Town Attorney and/or the Town Planner to prepare a finding and order and resolution consistent with the Board’s decision.”

Highside Brewing and ACL Real estate are asking for relief from paving the parking lot at 411 HWY 285 and associated other requirements detailed below.

We propose to grade the current parking lot and pave 2 ADA spots as required by the ADA act. Additionally, we propose creating a thru lane onto the ally way behind our parking lot adding 5 additional parking spaces creating 33 total parking spots in accordance with code.

We propose adding barrel planters along HWY 285 as detailed on the attached map in accordance with town code for planting trees and shrubs. We currently have 10 trees on the property in two clumps. We believe code asks for 17 trees or shrubs with 33 parking spots. We are asking for relief from any drainage requirements associated with paving and landscaping in the parking. We will add planters and railroad ties between the pull in and parallel parking spots and at the edges of the pull in spots.

Lastly, we would like to ask for 4' of relief from the 30' setback from HWY 285 allowing for the existing parking lot to remain in place and add the additional parallel parking spots. The current parking distance from 285 is 26'.

NOTE: PER FAIRPLAY TOWN CODE, SEC. 16-10-20
1 PARKING SPACE REQUIRED PER SF FLOOR AREA
FRO INDOOR RESTAURANTS, EATING & DRINKING
ESTABLISHMENTS

4,950 SQUARE FEET OF SERVING AREA

33 PARKING SPACES REQUIRED
33 PARKING SPACES PROPOSED
PLUS 2 ADA SPACES (1 VAN ACCESSIBLE)

PERPENDICULAR SPACES = 8.5' X 18.5'
PARALLEL SPACES = 10' X 22'

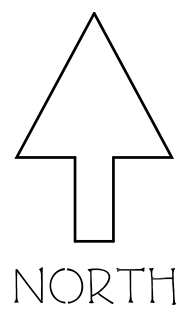
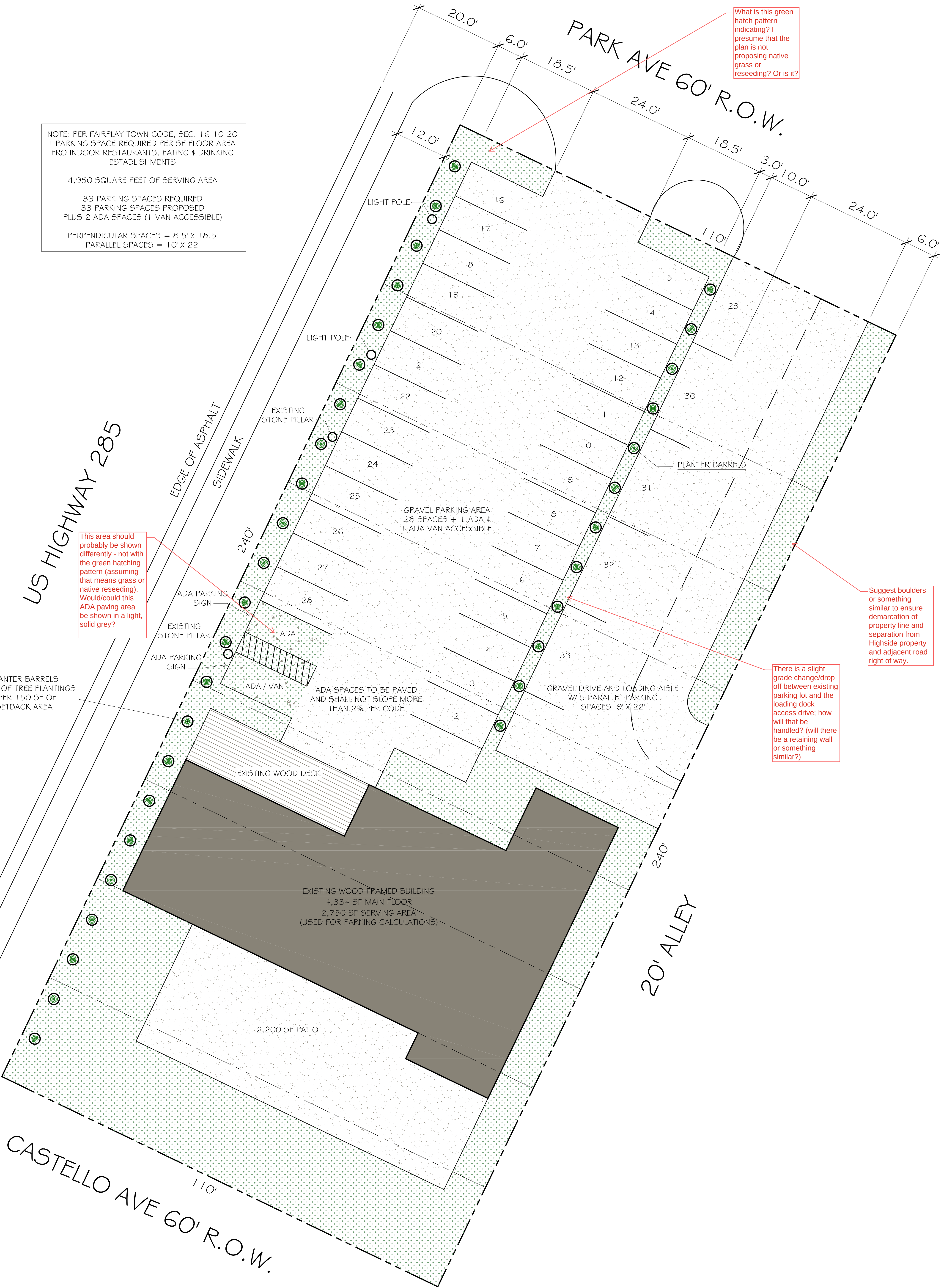
What is this green
hatch pattern
indicating? I
presume that the
plan is not
proposing native
grass or
reseeding? Or is it?

This area should
probably be shown
differently - not with
the green hatching
pattern (assuming
that means grass or
native reseeding).
Would/could this
ADA paving area
be shown in a light,
solid grey?

Suggest boulders
or something
similar to ensure
demarcation of
property line and
separation from
Highside property
and adjacent road
right of way.

There is a slight
grade change/drop
off between existing
parking lot and the
loading dock
access drive; how
will that be
handled? (will there
be a retaining wall
or something
similar?)

PLANTER BARRELS
IN LIEU OF TREE PLANTINGS
1 PER 150 SF OF
SETBACK AREA



REVISION	6 JUNE 2025

OPENING - Legislative

1. Introduce the topic and announce that the Public Hearing is open at ___ (time).
2. Ask for Staff presentation.
3. Ask for public comment in favor of and in opposition.
4. Close the hearing and ask for Board deliberation.

OR

5. Ask for Board discussion so Trustees can ask questions of Staff and suggest any changes.
6. If there are significant changes you may ask/allow for further public comment.
7. Following deliberation, ask for a motion to continue, approve or deny.

TOWN OF FAIRPLAY, COLORADO**ORDINANCE NO. 3****(Series of 2025)**

A ORDINANCE ADOPTING BY REFERENCE THE 2024 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, INTERNATIONAL EXISTING BUILDING CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL SWIMMING POOL AND SPA CODE, INTERNATIONAL WILDLAND-URBAN INTERFACE CODE, INTERNATIONAL FIRE CODE, THE 2023 NATIONAL ELECTRICAL CODE, COLORADO FUEL GAS CODE, COLORADO PLUMBING CODE, COLORADO WILDFIRE RESILIENCY CODE, COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE ALL REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA AND MAINTENANCE OF ALL BUILDINGS OR STRUCTURES, AND BUILDING SERVICE EQUIPMENT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE OF DECEMBER 1, 2025.

WHEREAS, the Town of Fairplay Building Official has recommended the adoption of the 2024 international Building Codes with the amendments as provided; and,

WHEREAS, copies of the 2024 International Building Code, International Residential Code, International Mechanical Code, International Fire Code, International Energy Conservation Code, International Property Maintenance Code, International Existing Building Code, National Electrical Code, Colorado Plumbing Code, Colorado Fuel-Gas Code, Colorado Wildfire Resiliency Code and the Colorado Model Electric Ready and Solar Ready Code are available for public inspection and review at [ICCSAFE.ORG](https://www.iccsafe.org), [NFPA.ORG](https://www.nfpa.org) and [COLORADO.GOV](https://www.colorado.gov); and,

WHEREAS, all existing, unexpired, and active permits that were issued prior to the adoption date of resolution shall be completed under the version of the code in place at time of permit issuance; and,

WHEREAS, upon consideration of the same, the Board of Trustees finds that the proposed 2024 building codes are reasonable and appropriate, will promote public health, safety, and welfare, and should accordingly be adopted.

WHEREAS, the Town of Fairplay, Colorado ("Town") is a statutory town, duly organized and existing under the laws of the state of Colorado; and

WHEREAS, pursuant to C.R.S. § 31-15-401, the Town by and through its Board of Trustees (“Board”), possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety and welfare; and

WHEREAS, Colorado Revised Statutes § 31-16-201 to 208 provides that municipalities may adopt certain codes and standards by reference; and

WHEREAS, Pursuant to CRS § 31-16-204, the Board of Trustees may alter and amend any building code; and

WHEREAS, the Board has caused this Ordinance to be introduced at a public meeting of the Board, and subsequently has caused notice of a public hearing of the same to be published, and has conducted said hearing, all in compliance with C.R.S. § 31-16-203.

WHEREAS The Town of Fairplay, Board of Trustees did approve Ordinance 5, Series of 2023, adopting with certain amendments the International Building Code, 2018 Edition which is codified as Fairplay Municipal Code Chapter 18 – Building Regulations, and the Board of Trustees now desires to repeal and reenact the entire Chapter with the adoption of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD FOR THE TOWN OF FAIRPLAY, COLORADO AS FOLLOWS:

Section 1. Chapter 18 – Building Regulations Article I, is repealed entirely and reenacted as follows:

CHAPTER 18 Building Regulations

ARTICLE I Building Codes

Sec. 18-1-10. Administrative.

- (a) No building or work on any building shall be commenced within the Town without first obtaining a building permit as required by this Article and the codes adopted herein and paying the appropriate building permit fee unless exempted from permitting as described in the codes adopted herein. The Building Official shall enforce this section with the intention to promote public health, safety, and welfare.
- (b) For any work requiring a contractor license pursuant to Section 18-1-60 of this Code, permits under this Article shall only be issued to the contractor or registrant or their authorized representative. It shall be unlawful for any person to fraudulently use a license or registration issued to a contractor or registrant to obtain a permit for another person.
- (c) The Board of Trustees may retain an independent contractor to serve as the Building Department for the Town of Fairplay pursuant to a written contract approved by the Board of Trustees, which contract shall appoint a person to serve as Building Official, and set forth the general duties, responsibilities and requirements of the Building Official. No member of the Building Department shall be an officer of the Town or hold any other

elected or appointed office or position within the Town. Members of the independent contractor shall not be considered employees of the Town.

Sec. 18-1-20. Adoption of codes.

- (a) Pursuant to Title 31, Article 16, Part 2, C.R.S., the codes and standards hereinafter described are hereby adopted by reference, subject to the amendments herein set forth. The subject matter of the codes and standards adopted herein includes the regulation of the new construction, alteration and repair of all new and existing structures, along with all plumbing, mechanical, electrical and installations therein or in connection therewith. In case of any conflict between a code adopted herein and any other specific provision of the Town of Fairplay Municipal Code, the specific provision of the Town of Fairplay Municipal Code shall prevail. Copies of the referenced codes and standards are available for public inspection and review by any interested party at ICCSAFE.ORG, NFPA.ORG and COLORADO.GOV.
- (b) The International Building Code, 2024 Edition, First Printing, August 2023, as amended, and appendix G for flood resistant construction, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795, is hereby adopted by reference as the Town of Town of Fairplay Building Code as if fully set out in this Article with the additions deletions insertions and changes as follows:
 - (1) IBC Section 101.1. (title) is amended by the addition of the term Town of Fairplay where indicated.
 - (2) IBC Section 105.2 (Work Exempt from Permit) Number 2 is amended to read in its entirety:
 2. fences not over 7' high and located more than 1 foot from a property line.
 - (3) IBC Section 105.5 (expiration) is amended to read in its entirety:

Every permit shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance. All permits shall become invalid after 180 days from the last successful inspection. The building official is authorized to grant extensions of time when requested in writing before the expiration date, and a justifiable cause is demonstrated.
 - (4) IBC Section 110.3.1 is amended by adding a new subsection as follows:

110.3.1.1 Survey. For all new buildings or additions, before foundation inspections and approval thereof, it shall be required that the owner, lessee, builder or contractor locate the property boundaries with a professional licensed surveyor placing at the property corners of the building site, stakes or other monuments to establish said boundaries. The building official shall receive an Improvement Locations Certificate completed by a Colorado licensed surveyor before permanent construction is installed.
 - (5) IBC Section 110 is amended by adding a new section to read as follows:

110.7 Reinspections. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.
 - (6) IBC Section 111 is amended by adding the following new section:

Section 111.5 Certificate of Occupancy Required. No building or structure shall be used or occupied until the Building Official has issued a certificate of occupancy as provided in this code. Issuance of a certificate of occupancy shall not be construed as approval of a violation of the provisions of this Code or other ordinance of the Town. A certificate of occupancy shall be issued by the Building Inspector or by the duly appointed official of the Town upon successful completion of the site and building and utility inspections, as applicable. Failure to obtain a certificate of occupancy is noncompliance and shall be punishable by the penalties indicated in Section 18-1-50.

- (7) IBC Section 113.1 (general) is deleted and replaced to read in its entirety:
In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be a board of appeals created when necessary. The board of appeals shall be appointed by the building official and be approved by the Town Manager and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.
- (8) IBC Section 1507.1.2 is amended to read in its entirety:
1507.1.2 Ice Barriers. An ice dam protection that consists of an approved self-adhering modified bitumen sheet underlayment shall be used at all sloped roofs. This ice dam protection underlayment shall extend up the slope of the roof from the drip edge of the roof or eave and cover the entire roof deck surface. In new construction, ice dam protection shall extend a minimum 30 inches up walls adjacent to the roof surface.
Exception: Detached accessory structures not containing conditioned space.
- (9) IBC Section 3303 is amended by adding the following new section:
3303.8 Asbestos. Prior to the commencement of demolition, the owner of the property shall either submit to the Town a certification, in a form reasonably acceptable to the Town, that the structure is asbestos-free or submit a plan for removal of asbestos for approval by the building official and appropriate agencies with the State of Colorado.
- (c) The International Residential Code, 2024 Edition, First Printing, "January 2024", and appendices BC and BO, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795, including sections amended by the State of Colorado; Department of Regulatory Agencies, as part of the Colorado Plumbing Code and Colorado Fuel Gas Code listed in Rule 3 CCR 720-1 pursuant to the authority granted to the Colorado Plumbing Board by 12-155-105(1)e and 12-155-106(1) and (5), C.R.S., is hereby adopted by reference as the Town of Fairplay Residential Code as if fully set out in this ordinance with the additions deletions insertions and changes as follows:
 - (1) IRC Section R101.1. (Title) is amended by the addition of the term Town of Fairplay where indicated.
 - (2) IRC Section 105.2 (Work Exempt from Permit) Number 2 is amended to read in its entirety:
 - 2. fences not over 7' high and located more than 1 foot from a property line.

- (3) IRC R105.5 (Expiration) is amended to read in its entirety:
Every permit shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance. All permits shall become invalid after 180 days from the last successful inspection. The building official is authorized to grant extensions of time when requested in writing before the expiration date and a justifiable cause is demonstrated.
- (4) IRC Section 108.6. (work commencing before permit issuance) is amended to add the following sentence at the end of the paragraph: "The fee shall be equal to 100% of the original building fee in addition to the required permit fees."
- (5) IRC Section R109.1.1 (foundation inspection) is amended by adding a new subsection as follows:
R109.1.1.1 Lot boundaries
For all new buildings or additions, before foundation inspections and approval thereof, it shall be required that the owner, lessee, builder or contractor locate the property boundaries with a professional surveyor placing at the property corners of the building site, stakes or other monuments to establish said boundaries. The building official shall receive an Improvement Locations Certificate completed by a Colorado licensed surveyor before permanent construction is installed.
- (6) IRC Section 109 is amended by adding a new section to read as follows:
109.5 Reinspections. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.
In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.
- (7) Delete Section R110.4 (temporary certificates) in its entirety
- (8) Section R110 (Certificate of Occupancy) is amended by adding the following new section:
Section R110.5 Certificate of Occupancy Required
No building or structure shall be used or occupied until the Building Official has issued a Certificate of Occupancy as provided in this code. Issuance of a Certificate of Occupancy shall not be construed as approval of a violation of the provisions of this Code or other ordinance of the Town. A certificate of occupancy shall be issued by the Building Inspector or by the duly appointed official of the Town upon successful completion of the site, building and utility inspections, as applicable. Failure to obtain a Certificate of Occupancy before permit expiration is noncompliance and shall be punishable by the penalties indicated in 18-1-50
- (9) Section R112.1 (General) is amended to read in its entirety:
In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be a board of appeals created when necessary. The board of appeals shall be appointed by the building official and be approved by the Town Manager and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

- (10) IRC Section 202 (definitions) is amended by changing or adding the following definitions with all others to remain unchanged:

Basement: A story that is not a story above grade plane or underfloor spaces with a height of more than 7 feet.

Patio Cover: A structure with no less than 65% of the wall area under 6 feet 8 inches screened or glazed and less than 12 feet in height, used for recreation or outdoor living purposes associated with a dwelling unit.

Sleeping Loft: A space designated for sleeping on an intermediate level or levels between the floor and ceiling of a *story*, open on one or more sides to the room in which the space is located.

Sleeping Room: A room or space that does not have a clear and permanent use other than sleeping, as determined by the building official, and meets the following criteria: 1: Exceeds 70 sqft. 2: has walls and doors. 3: contains a closet space.

- (11) IRC Table R301.2 is filled to provide the following:

Table R301.2(1)

Climatic and Geographic Design Criteria

Ground Snow Load	Wind Design				Seismic Design Category	Subject to Damage		
	Speed (mph)	Topographi c effects	Special wind region	Wind- borne debris zone		Weatherin g	Frost line depth	Termite
70*	140 MPH	YES	Yes	NO	B	SEVERE	48 inches	SLIGHT TO MODERAT E
Winter Design Temp	Ice Barrier Under- layment Require d	Flood Hazards	Air Freezing Index	Mean Annual Temp				
-10 F	YES	SEE MAPS	2500	32 F				
Manual J Design Criteria								
Elevation	Latitude	Winter heating	Summer cooling	Altitude correctio n factor	Indoor design temperatur e	Design temperatur e cooling	Heating temperatur e difference	
9953 FT	39.2213 5 N	-14 F	81 F	.69	72 F	75 F	84 F	
Cooling temperatur e difference	Wind velocity heating	Wind velocity cooling	Coinciden t wet bulb	Daily range	Winter humidity	Summer humidity		
9	15 MPH	7.5 MPH	51	HIGH (H)	50 %	50%		

*Applies to IRC regulated buildings only

- (12) IRC Section R309 (automatic sprinkler systems) is amended to read in its entirety:
R309.1 Townhouse automatic sprinkler systems.

An automatic sprinkler system shall be installed in townhouses and shall comply with NFPA 13D.

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system and not adding an additional dwelling unit.

R309.2 One- and two-family dwellings automatic fire sprinkler systems.

An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings over 6000 sqft, including non-conditioned areas.

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system unless the addition adds more than 4000 sqft.

R309.2.1 Design and installation.

Automatic residential fire sprinkler systems shall be designed and installed in accordance with NFPA 13D.

- (13) IRC Section 310.3 Number 2 is amended to read in its entirety:

2. Outside each separate sleeping area within 15 feet of the doorway of the sleeping rooms

- (14) IRC Section 311.3 is amended to read in its entirety:

Carbon monoxide alarms in dwellings units shall be installed outside of each separate sleeping area within 15 feet of the doorway of the sleeping rooms. Where a fuel-burning appliance is located within a sleeping room or its attached bathroom or communicative spaces within such, a carbon monoxide alarm shall be installed within the sleeping rooms.

- (15) IRC Section R315 (sleeping lofts) is deleted and replaced to read in its entirety: Where provided in dwelling units or sleeping units, sleeping lofts shall comply with the requirements for a sleeping room.

- (16) IRC Section 317.5 (fire sprinklers) is amended to read in its entirety:

Where the home is required to be sprinklered, the garage shall comply with NFPA 13D

- (17) IRC Section R325.8 is amended by adding a new subsection:

R325.8.1 Single Heating Source. In homes under 800 sqft of total habitable area, a single heat source without distribution shall be permitted.

- (18) IRC Section R403.1.4.1 is amended by adding a new subsection as follows:

R403.1.4.1.1. Frozen Soil. All snow, frost and ice must be removed from the forms, reinforcing steel, embedded materials and similar items before concrete placing is begun. Concrete should never be placed on frozen subgrade as to do so can result in loss of support when the ground thaws. The Building Official shall be provided sufficient evidence that the soil is not frozen at the time of inspection and during the pour.

- (19) IRC Section R902.1 (roof assemblies.) is amended to read in its entirety:

Roof decks shall be covered with materials as set forth in Section R904 or with roof coverings as set forth in Section R905. Roof assemblies shall be class A, and they shall be tested in accordance with ASTM E108 or UL 790. The roof assembly shall be listed and identified as to class by an approved agency.

- (20) IRC Section R905.1.2 is amended to read in its entirety:
 R905.1.2 Ice Barriers. An ice dam protection that consists of an approved self-adhering modified bitumen sheet underlayment shall be used at all sloped roofs. This ice dam protection underlayment shall extend up the slope of the roof from the drip edge of the roof or eave and cover the entire roof deck surface. In new construction, ice dam protection shall extend a minimum 30 inches up walls adjacent to the roof surface.
 Exception: Detached accessory structures not containing conditioned space.
- (21) IRC Section R908.4.1 (roof recovering over wood shingles or shakes) is amended to read in its entirety:
 The application of a new roof covering over wood shingles or shakes shall be prohibited.
- (22) IRC Chapter 11 (Energy Efficiency) is deleted and replaced with the following to read in its entirety:
 Section N1101 Scope and General Requirements
 N1101.1 Scope.
 This chapter applies to the design and construction of residential buildings as regulated by this code.
 N1101.2 Referenced Code
 Residential provisions of the 2024 International Energy Efficiency Code as adopted and amended shall regulate the design and construction of residential structures for energy efficiency.
- (23) IRC Section M1414.1 is amended by adding an additional sentence to the section to read:
 Fireplace stoves shall comply with the requirements of the State of Colorado; Department of Public Health and Environment.
- (24) IRC Section M1502.6 (makeup air) is amended to read in its entirety:
 M1502.6 Makeup air. installations exhausting more than 300 cubic feet per minute shall be provided with makeup air.
- (25) IRC Section M1701 is amended by adding a new subsection to read as follows:
 M1701.3 Combustion air terminations. Combustion air terminations shall be a minimum of 24 inches above ground level and not located where snow is likely to accumulate in high amounts due to wind or shade.
- (26) IRC Section M1804 is amended to add a new subsection to read as follows:
 M1804.5 Termination Heights. Direct vent and mechanical draft systems shall terminate at a height of no less than 24 inches above ground level and not located where snow is likely to accumulate in high amounts due to wind or shade.
- (27) IRC Section G2417.4.1 is amended to read in its entirety:
 The test pressure to be used shall not be less than 1-½ times the proposed maximum working pressure, but not less than 10 psig. Where the test pressure exceeds 125 psig, the test pressure shall not exceed a value that produces a hoop

stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

- (28) IRC Section G2445 is deleted and replaced with the following language:
G2445.1 (general)
Unvented room heaters are prohibited.
- (29) IRC P2503.5.1 (Rough Plumbing) is amended by adding a new subsection to read as follows:
P2503.5.1.1 Air Admittance Valves. In locations where an AAV is proposed to be installed at a later date and used as the required venting, the rough plumbing shall be marked “AAV” to indicate the valve will be installed in finish materials.
- (30) IRC Section P2603.5 (Freezing) is amended to read in its entirety:
P2603.5 Freezing. Water soil and waste pipe shall not be installed outside of a building thermal envelope, in exterior walls, in attics or crawlspaces, or any other space subjected to freezing temperatures unless adequate provision is made to protect it from freezing by insulation or heat or both. Water service pipe shall be installed not less than 96 inches deep or protected from frost by approved means. Water Service piping shall comply with the Town of Fairplay Public Works Manual.
- (31) IRC Section P2603.5.1 (Sewer Depth) is amended to read in its entirety:
P2603.5.1 Sewer Depth. Building sewers shall comply with the latest edition of the Fairplay Sanitation District Design Criteria. Sewers shall be deep enough to drain basements and prevent freezing. Depths less than 8 feet shall be provided approved frost protection measures.
- (32) IRC Section P2904 (dwelling unit sprinkler systems) is deleted in its entirety.
- (33) Section P2905.3 (hot water supply to fixtures) is amended by changing 100 feet to 50 feet.
- (34) IRC Section P3103.1 (roof extension) is amended to read in its entirety:
P3103.1. Roof extension. All open vent pipes which extend through a roof shall be terminated at least 16 inches above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet (2134 mm) above the roof
- (35) IRC P3103.2 (Frost Closure) is amended to read in its entirety:
P3103.2 Frost Closure. Vent extension through a roof or wall shall not be less than 3 inches in diameter, any increase in size shall occur no less than 1 foot inside the building.
- (36) IRC Part VIII is deleted and replaced with the following to read in its entirety:
3401.1 Referenced Code. Electrical and associated installations shall comply with the requirements of the Town of Fairplay Electrical Code as adopted in (I)
- (37) IRC Appendix BC (accessory Dwelling Units) BC101.2 is amended as follows:
BC101.2 Conditions.
ADUs shall be permitted without requiring a change of occupancy where in compliance with all of the following:
 - 1. Only one ADU shall be permitted for each primary dwelling unit.
 - 2. The owner of a property containing an ADU shall reside in either the primary dwelling unit to the ADU, as of the date of permit approval.

3. An ADU shall have a separate house number from the primary dwelling unit
 4. ADUs shall be secondary in size and function to the primary dwelling unit.
 5. ADU shall be provided a separate entrance from the serving the primary dwelling unit.
- (38) IRC Appendix BO (Existing Buildings) is amended by adding a new section as follows:
- Section 108
Demolition
- 108.1 General. Demolition of structures or parts of structures shall comply with the provisions of this section.
- 108.2. Asbestos. Prior to the commencement of demolition, the owner of the property shall either submit to the County a certification, in a form reasonably acceptable to the County, that the structure is asbestos-free or submit a plan for removal of asbestos for approval by the building official and appropriate agencies with the State of Colorado.
- 108.3 Site. Sites of demolition shall be cleaned of all debris and graded to avoid any nuisances such as standing water, fall hazards or environmental concerns on a weekly basis.
- 108.4 Fencing. Demolition sites shall be fenced to avoid debris leaving the site from wind or other anticipated natural event
- (d) The International Mechanical Code, 2024 Edition, First Printing, May 2024, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795, is hereby adopted by reference as the Town of Town of Fairplay Mechanical Code as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows:
- (1) IMC Section 101.1 (Title) is amended by the addition of the term Town of Fairplay where indicated.
- (e) The Colorado Fuel Gas Code, as adopted by the State of Colorado; Department of Regulatory Agencies as listed in Rule 3 CCR 720-1 pursuant to the authority granted to the Colorado Plumbing Board by 12-155-105(1)e and 12-155-106(1) and (5), C.R.S., is hereby adopted by reference as the Town of Town of Fairplay Fuel Gas Code as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows:
- (1) IFGC Section 101.1 (Title) is amended by the addition of the term Town of Fairplay where indicated.
- (f) The Colorado Plumbing Code, as adopted by the State of Colorado; Department of Regulatory Agencies as listed in Rule 3 CCR 720-1 pursuant to the authority granted to the Colorado Plumbing Board by 12-155-105(1)e and 12-155-106(1) and (5), C.R.S., is hereby adopted by reference as the Town of Town of Fairplay Plumbing Code as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows:
- (1) IPC Section 101.1 (Title) is amended by the addition of the term Town of Fairplay where indicated.
 - (2) IPC Section 903.1 (roof extension) is amended by inserting “12 inches” where indicated

- (3) IPC Section 903.1 (Frost Closure) is amended to read in its entirety:
903.2 Frost Closure. Vent extension through a roof or wall shall not be less than 3 inches in diameter, any increase in size shall occur no less than 1 foot inside the building.
- (4) IPC Section 903.6 (extensions outside a structure) is amended to read in its entirety:
903.6 extension outside of structure. Vent pipes shall not be installed exterior of the structure.
- (g) The International Property Maintenance Code, 2024 Edition, First Printing, July 2023, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795, is hereby adopted by reference as the Town of Town of Fairplay Property Maintenance Code as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows:
 - (1) IPMC Section 101.1 (Title) is amended by the addition of the term Town of Fairplay where indicated.
 - (2) IPMC Section 102, Applicability, is amended by the addition of a new Subsection 102.11 to read as follows:
102.11 Conflicts with other provisions. In the event of a conflict between the provision of this code and any other provision of the Town of Fairplay Land Use Code or other codes adopted by the Town, the stricter provision shall govern, it being the intent of the Board of Trustees to enforce requirements pertaining to the health, safety and welfare of the county's residents and businesses.
 - (3) IPMC Section 103, (Department of Property Maintenance Inspection) is amended to read as follows:
103.1 Code Official. The Code Official, as that term is used in this code, shall be the designated code enforcement officer or the building official where applicable.
 - (4) IPMC Section 111.2 (Membership of Board) is amended to read as follows:
 - (5) 111.2 Board of Appeals. The Board of Appeals, as that term is used in this code, shall be the Board of Adjustment created and governed by the Land Use Code.
 - (6) IPMC Section 302.4: Insert "twelve (12) inches." where indicated
 - (7) IPMC Section 602.3: Insert "October 1 to May 1." where indicated
 - (8) IPMC Section 602.4: Insert "October 1 to May 1." where indicated
- (h) The International Existing Building Code, 2024 Edition, First Printing, August 2023, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795, is hereby adopted by reference as the Town of Town of Fairplay Existing Building Code as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows.
 - (1) IEBC Section 101.1 (Title) is amended by the addition of the term Town of Fairplay where indicated.
 - (2) International Existing Building Code is amended by replacing all references to "ICC Electrical Code" with "Code Adopted by the Colorado State Electrical Board."
- (i) The International Energy Conservation Code, 2024 Edition, First Printing May 2024, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795, is hereby adopted by reference as the Town of Town of

Fairplay Energy Conservation Code as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows:

- (1) IECC Section 101.1 (Title) is amended by the addition of the term Town of Fairplay where indicated.
 - (2) IECC Section R403.6.1 (Heat or energy recovery ventilation) is amended to add the term “over 800 sqft” after the term “dwelling units”
- (j) The Colorado Model Electric Ready and Solar Ready Code, June 1, 2023, published by the State of Colorado; Department of Local Affairs, 1313 Sherman St, Suite #518, Denver Colorado 80203, is hereby adopted by reference as the Town of Town of Fairplay Model Electric Ready and Solar Ready Code as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows:
- (1) Section 101.1 (Title) is amended by the addition of the term Town of Fairplay where indicated.
- (k) The International Swimming Pool and Spa Code, 2024 Edition, First Printing, July 2023, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795, is hereby adopted by reference as the Town of Town of Fairplay Swimming Pool and Spa Code as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows:
- (1) ISPSC Section 101.1 (Title) is amended by the addition of the term Town of Fairplay where indicated.
- (l) The National Electrical Code, as adopted by the State of Colorado; Department of Regulatory Agencies, as listed in Rule 3 CCR 710-1 is hereby adopted by reference as the Town of Town of Fairplay Electrical Code as if fully set out in this ordinance.
- (m) The Colorado Wildfire Resiliency Code published by the Colorado Division of Fire Prevention and Control as published in accordance with C.R.S. 24-33.5-1236 is hereby adopted by reference as the Town of Fairplay Wildfire Resiliency Code as if fully set out in this ordinance.
- (1) CWRC Section 101.1 (Title) is amended by the addition of the term Town of Fairplay where indicated.
- (n) The International Wildland-Urban Interface Code, 2024 edition, First Printing “October 2023”, and appendix C, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795, is hereby adopted by reference as the Town of Town of Fairplay Wildland-Urban Interface Code as if fully set out in this ordinance with the additions, deletions, insertions and changes as follows:
- (1) IWUIC Section 102.4.1 (Conflicts) is amended to read in its entirety:
102.4.1 Conflicts. Where conflicts occur between provisions of this code and provisions of the Colorado Wildfire Resiliency Code, the most restrictive shall apply. Where conflicts occur between the provisions of this code and the referenced standard, the provisions of this code shall apply.
 - (2) IWUIC Section 103.1 is amended to read in its entirety:
The enforcement agency is hereby created and the officials in charge of thereof shall be known as the code officials. The building official shall provide enforcement of provisions related to the new construction or alteration of structures, and the Fire Official shall provide enforcement of provisions relating to the site and maintenance of the structure and site.

- (3) IWUIC Table 503.1 (ignition-resistant construction) is amended by deleting the row “1.5 x conforming”.
- (4) IWUIC Section 602 (Automatic Sprinkler Systems) is deleted in its entirety.
- (5) IWUIC Table 603.2 (required defensible space) is deleted and replaced with the following:

Table 603.2 Required defensible space.

All fire hazard severities	30 foot fuel modification minimum distance
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Sec. 18-1-30. Purpose.

The purpose of adopting the foregoing code is to protect the public health, safety and general welfare of the inhabitants of the Town by providing for sound and safe structures and prohibiting certain practices.

Sec. 18-1-40. Scope.

The subject matter of the adopted primary code and secondary codes includes the construction, erection and demolition of buildings, providing for the issuance of permits for certain construction and regulating construction practices and establishing standards for construction in the Town.

Sec. 18-1-50. Violations and penalty.

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this Code. A person or entity who violates this Code may be fined in an amount not to exceed two thousand six hundred and fifty dollars (\$2650.00), or imprisoned for not more than one (1) year or suffer both fine and imprisonment. A separate offense shall be deemed committed on each day or portion thereof that the violation of any of the provisions of this Article occurs or continues unabated after the time limit set for abatement of the violation.

Sec. 18-1-60. Contractor’s License.

- (a) License required. All persons, general contracting firms, subcontracting firms and other entities engaged in construction work of any kind or nature, including but not limited to general contracting, electrical, plumbing, excavating and concrete finishing within the Town limits shall be licensed under the applicable terms and provisions adopted by the Park County Building Department and when applicable, by the State of Colorado Department of Regulatory Agencies prior to:
 - (1) applying for any type of building permit for the performance of any construction work within the Town limits; or
 - (2) entering into a contract to perform or performing any construction work within the Town limits.
- (b) Any person or entity that is required hereunder to be licensed to perform construction work may only enter into a contract to perform that type of construction work for which they are licensed by the County.

(c) Any Person or entity conducting or engaging in work in the Town must obtain a business license from the Town of Town of Fairplay in accordance with Sec. Town of Fairplay.

(d) Any natural person may construct a single-family dwelling on real property owned by such person without having first obtained a contractor's license from Park County if:

- (1) the person has been issued a building permit;
- (2) the construction complies with all applicable building codes and land use regulations;
- (3) such person does not construct any more than one single-family dwelling unit within any two consecutive calendar year periods; and such single-family dwelling is constructed as such natural person's principal residence.
- (4) The installation of electrical and plumbing systems comply with State of Colorado Regulations
- (5) A signed affidavit is provided to the building department affirming the conditions

INTRODUCED, READ AND ADOPTED, AND ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the Town of Fairplay by the Board of Trustees this _____ day of _____, 2025.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

Fairplay WWTP & WTP Report for 2nd Quarter 2025

Wastewater Treatment Plant:

Exceeding all permit requirements, no treatment issues.

Waste Sludge Pump – pump is functioning but leaking at the seal and needs rebuild. We evaluated the equipment and determined that we did not have the expertise and tools to the repair/rebuild. The representative gave us a price for rebuild of \$13900, and a new one was \$21000. After discussion with Janell we ordered a new pump and will have the old one sent in for rebuild in the future when budgets permit.

New Blower was installed but had a 120v cooling fan and required a 480v fan which is on order and will be installed when it arrives (next week hopefully). The blower will be operational then.

Sewer Jetting and Video is scheduled for first week of August.

Lagoon De-watering: 2 proposals were reviewed, and Terra Genesis is the best option. There was an item in the proposal about the town being responsible for solids charge which we estimate to be \$160 based on past tonnage hauled from site.

HUBER heli-seive grit screen. The service technician was on site and was not able to resolve the issue. We are following up with the company to get an updated maintenance manual and more assistance troubleshooting the problem.

SCADA upgrade. Mountain Peak Controls has been able to work on our new system sooner than expected and is working with Phoenix concerning the hardware and networking that will need to be incorporated and with Janell with costs. If all goes well the new SCADA system will be running in August.

Water Plant:

We are meeting demands with the 4 wells running ~16hr/ day and ~8hr rest. The influent gallery still has short run times on the filters due to iron & manganese buildup. Currently we are using the wells primarily and gallery minimally , except when needed and as backup, to conserve the filters and keep filter costs down.

Sampling Requirements:

Due to the reclassification of the water plant to GWUDI (groundwater under the direct influence of surface water), we have an increased monitoring schedule with LT2 (e coli) samples every 2 weeks and increased quarterly samples. The results of the past samples have been very low and hopefully we can apply for reduced monitoring after 4 quarters.

There are two upcoming CDPHE inspections for the WWTP and WTP, July and September respectively.

Town of Fairplay - Water Loss Evaluation

As of July 1, 2025

Year/Month	Gallons of Water Produced	Gallons of Water Billed	Bulk Water Filled Gallons Sold	Gallons Not Billed (Non-revenue)	% Loss	Influent Intake Gallons Sanitation Plant	Usage/Leakage (Gallons)*
Jan-24	2,756,914	1,901,000	9,600	846,314	30.70%	2,263,188	835,726
Feb-24	2,329,417	2,130,000	1,798	197,619	8.48%	2,767,714	-96,297
Mar-24	2,568,029	1,890,000	11,000	667,029	25.97%	2,973,653	-63,624
Apr-24	2,431,077	1,887,000	9,700	534,377	21.98%	2,854,236	-81,159
May-24	3,145,288	2,327,000	7,050	811,238	25.79%	3,104,271	383,017
Jun-24	3,798,074	2,639,000	5,550	1,153,524	30.37%	2,942,624	1,197,450
Jul-24	3,147,219	2,393,000	302,204	452,015	14.36%	3,439,834	49,385
Aug-24	4,327,097	2,635,000	5,800	1,686,297	38.97%	3,029,993	1,639,104
Sep-24	2,860,060	1,864,000	4,135	991,925	34.68%	2,711,315	490,745
Oct-24	2,882,854	1,827,000	2,050	1,053,804	36.55%	2,105,161	1,119,693
Nov-24	3,186,282	1,952,000	2,000	1,232,282	38.67%	2,846,211	682,071
Dec-24	2,846,353	1,936,000	1,250	909,103	31.94%	2,794,029	394,324
Jan-25	2,838,102	1,719,000	1,300	1,117,802	39.39%	3,166,540	13,562
Feb-25	2,965,988	1,642,000	4,150	1,319,838	44.50%	2,727,221	580,767
Mar-25	2,472,770	1,962,000	2,350	508,420	20.56%	3,054,143	-239,373
Apr-25	2,106,528	1,626,000	6,850	473,678	22.49%	2,834,643	-386,115
May-25	2,817,083	1,601,000	6,765	1,209,318	42.93%	2,757,146	401,937
Jun-25	2,701,374	2,309,000	11,800	380,574	14.09%	2,941,934	101,440
2025 Total	15,901,845	10,859,000	33,215	5,009,630	32%	17,481,627	472,218
2024 Total	36,278,664	25,381,000	362,137	10,535,527	29%	33,832,229	6,550,435
Monthly Average	2,898,917	2,013,333	21,964	863,620	29%	2,850,770	390,147
Annual Avg.	37,454,725	24,261,500	311,865	11,426,603	31%	34,272,705	6,721,647

Notes:

1. There were 4 days water production #'s were not recorded.

*Usage/Leakage assumes approx. 342,000 gal per month from Spruce Hill and the Trailer Park and no I&I

