AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, CO
Monday, October 20, 2025, at 6:00 P.M. in the
Fairplay Town Hall, 901 Main St, Fairplay, CO
CLICK TO JOIN MEETING BY TEAMS
(ID: 242 618 636 721 5 / Passcode: BK6LN9t3)
Dial in by phone +1 929-352-2940,,45654660#

I. 6:00 PM – 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 CHECK AND ACH EXPENDITURES ISSUED THROUGH BILL.COM – Paid bills for all Town funds from October 2, 2025, through October 16, 2025, in the amount of **$205,162.23.**
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. PUBLIC HEARINGS
   A. APPEAL HEARING – EP 2025-003: Should the Board of Trustees for the Town of Fairplay approve an application from Pat Stoinski appealing the Town Administrator's denial of a Lot Line Adjustment Plat on the property commonly known at 1150 Castello Avenue, Fairplay, CO?
   B. CONTINUED FROM JULY 7, 2025 - THIRD 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 MARCH 1, 2026**."?
VIII. NEW BUSINESS
   A. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 32, 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 ROBERT SMYLY FOR THE 701 FRONT STREET RE-SIDING PROJECT**."?
   B. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 33, Series of 2025, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONTRACT FOR HEARING OFFICER SERVICES WITH EHREN PENIX**."?
   C. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 34, Series of 2025, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING CONTRACTS TO PURCHASE THE 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 WATER CERTIFICATES**"?
   D. Consideration of whether to accept an expanded/new water and sanitary easement from Habitat for Humanity and the encumbered property is located near 525 and 527 Castello Ave., Fairplay Colorado.
   E. Submission of FY2025 Amended Budget and FY2025 Proposed Budget to the Board of Trustees for all funds of the Town of Fairplay, CO.
IX. STAFF AND BOARD OF TRUSTEE REPORTS
X. 2025 BUDGET WORK SESSION WITH SPECIFIC FOCUS ON UTILITIES FUND.
XI. ADJOURNMENT.

Upcoming Meetings / Events

Park County Intergovernmental Meeting	October 28, 2025
Fairplay Board of Trustees Regular Meeting & 1st Public Hearing on Amended/Proposed Budgets	November 3, 2025
Fairplay Board of Trustees Regular Meeting & 2nd Public Hearing on Amended/Proposed Budgets	November 17, 2025
Fairplay Board of Trustees Regular Meeting & Final Public Hearing on Amended/Proposed Budgets	December 1, 2025

Posted at Fairplay Town Hall, Fairplay Public Library, 501 Main Visitor Center, Prather's Market and on the Town of Fairplay Website (www.fairplayco.us) on Friday, October 17, 2025. THIS AGENDA MAY BE AMENDED.

TOWN OF FAIRPLAY BILL.COM CHECK AND ACH EXPENDITURES
for the Period of October 2, 2025 thru October 17, 2025

Process Date	Vendor	Bill Description	Amount
10/15/2025	Apex Waste Solution	October Dumpster/Roll Off Fees	397.74
10/15/2025	Artistic Custom Badges & Coins LLC	Badge, Oval Shield Fairplay PD 3.5"	204.30
10/15/2025	Boys & Girls Club of the High Rockies	Halloween Spooktacular Donation	500.00
10/2/2025	Brian Rogers	Work Clothing	18.95
10/2/2025	Brian Rogers	Work Clothing	61.50
10/15/2025	CenturyLink	Water Plant Phone Line	82.72
10/2/2025	Charles Abbott Associates Inc	Aug 2025 Building Official Services	650.97
10/8/2025	Colorado Analytical Laboratories, Inc.	Required Water/WasteWater Testing	54.00
10/15/2025	Colorado Analytical Laboratories, Inc.	Required Water/WasteWater Testing	394.40
10/15/2025	Colorado Analytical Laboratories, Inc.	Required Water/WasteWater Testing	403.00
10/6/2025	Colorado Analytical Labs	4th Billing Tier Annual Assessment 301+ Transmissions	42.64
10/15/2025	Colorado Mountain News Media	Fall Festival Online Ad	300.00
10/15/2025	Colorado Natural Gas, Inc.	1507 CR 16 Office Natural Gas	177.16
10/15/2025	Colorado Natural Gas, Inc.	901 Main Street Natural Gas	198.18
10/15/2025	Colorado Natural Gas, Inc.	WWTP Natural Gas	300.89
10/15/2025	Colorado Natural Gas, Inc.	1190 CR 16 Shop Natural Gas	387.75
10/15/2025	Direct Discharge Consulting	Sewer Line Jetting Service	9,335.00
10/15/2025	Family Support Registry	10/17/2025 Pay Withholding Account 15890460	285.69
10/15/2025	Ferrellgas	WTP Propane	681.61
10/7/2025	Hayes Poznanovic Korver LLC	Legal Fees Related to Water Certificate Purchase	1,030.00
10/7/2025	Hazel Miller Entertainment, LLC	Deposit for 2025 Mtn Mardi Gras	1,750.00
10/15/2025	Heart of The Rockies Radio	Fall Festival Radio Ad	245.00
10/15/2025	High Peak Construction Inc.	Hathaway & 9th Sidewalk Installation	120,802.00
10/15/2025	Highline	Monthly Broadband Fees - 501 Main/901Main/PW Office	694.95
10/15/2025	Hunn Planning Policy LLC.	Sept 2025 Planning Services Fees	3,004.45
10/2/2025	Kathleen White	Backflow Inspections of Town Hall and Sanitation Plant	120.00
10/15/2025	Mason Prickett	Uniform Expense Reimubursement	341.00
10/16/2025	Murray Dahl Beery Renaud LLP	Sept 20225 Legal Expense Fees	12,719.00
10/16/2025	ORourke Media Group	Fall Festival Flume Ad	117.50
10/16/2025	O'Rourke Media Group-Colorado, LLC	Ordinance No. 5 Legal Notice	49.54
10/16/2025	Patriot Portables Events LLC	Town Port-o-lets	200.00
10/16/2025	Patriot Portables Events LLC	Town Port-o-lets	750.00
10/2/2025	Phoenix Technology Group	1 Year Sonic Wall Support/Protection Service	795.22
10/2/2025	Phoenix Technology Group	2 Year Sonic Wall Support/Protection Service	892.91
10/2/2025	Phoenix Technology Group	2 Year Sonic Wall Support/Protection Service	892.91
10/2/2025	Phoenix Technology Group	October 2025 Comp MSP Fees	4,555.00
10/16/2025	Plante & Moran, PLLC	Professional Accounting Services thru 09-23-2025	3,948.75
10/15/2025	Promark Industries	Tahoe Thermostat Repair/Replacement	331.26
10/16/2025	Red Barn Creamery & Antiques dba Silver Scoop	TGIFairplay Ice Cream	284.40
10/2/2025	Sarah Ernst	Montlhy Cellular Phone Reimbursement	50.00
10/16/2025	Schmueser Gordon Meyer, Inc. dba SGM	Sept '25 General Engineering Sewer Design Manual Update	109.00
10/16/2025	Schmueser Gordon Meyer, Inc. dba SGM	Sept '25 Engineering Bill Back Fees - Brannan	272.50
10/16/2025	Schmueser Gordon Meyer, Inc. dba SGM	Aug '25 Contract Engineering Fees/River Park	436.00
10/16/2025	Schmueser Gordon Meyer, Inc. dba SGM	Sept 2025 General Engineering Exp PW Manual Update	545.00
10/16/2025	Schmueser Gordon Meyer, Inc. dba SGM	Aug 2025 General Engineering/Habitat for Humanity Expenses	811.00
10/16/2025	Schmueser Gordon Meyer, Inc. dba SGM	General Engineering Services - Habitat for Humanity	1,090.00
10/16/2025	Schmueser Gordon Meyer, Inc. dba SGM	Sept 2025 Impact Fee Project Expense	2,239.60
10/16/2025	Schmueser Gordon Meyer, Inc. dba SGM	Sept 2025 Engineering Bill Back Expenses-Finley SUP	2,561.50
10/16/2025	Schmueser Gordon Meyer, Inc. dba SGM	Sept '25 Contract Engineering Fees/River Park	5,557.20
10/16/2025	Shred America Colorado	Monthly Paper Recycling Console Fees	13.82
10/2/2025	Skaggs Public Safety Uniforms & Equipment	PD Uniform Expense	285.52
10/16/2025	South Park Ace	Miscellaneous Supplies, Materials & Tools	879.86
10/2/2025	TeamViewer Gmbh	Annual TeamViewer SCADA Licenses	1,156.41
10/16/2025	The Adventure Company	Bus Rental with Instructor for CDL Test	350.00
10/16/2025	Tolin Mechanical	PW Shop/Office AC Unit Leak Repair	1,025.98
10/2/2025	USA BLUEBOOK	Supplies - Nitrate Gloves & Coupling	191.32
10/16/2025	Utility Notification Center of Colorado	RTL Transmissions Sept2025	40.13

10/7/2025	Warm Springs Consulting LLC	WTP Monthly ORC Fee - September '25	4,500.00
10/7/2025	Warm Springs Consulting LLC	WWTP Monthly ORC Fee - September '25	5,750.00
10/16/2025	WEX Bank	September '25 Fuel Purchases - PD Unit 0377 & Fin/Card Chgs	123.07
10/16/2025	Xcel Energy	Monument Sign 311 Hwy 285 Electricity	7.92
10/16/2025	Xcel Energy	47001 Hwy 9 Sign Electricity	26.40
10/16/2025	Xcel Energy	901 1/2 Monument Sign Electricity	33.65
10/16/2025	Xcel Energy	747 Bogue Electricity	39.41
10/16/2025	Xcel Energy	Chlorinator Electricity	77.60
10/16/2025	Xcel Energy	Monument Sign 311 Hwy 285 Electricity	579.93
10/16/2025	Xcel Energy	Town Hall Electricity	725.11
10/16/2025	Xcel Energy	Electricity Multiple Locations	726.76
10/16/2025	Xcel Energy	501 Main Street Electricity	761.57
10/16/2025	Xcel Energy	WTP Electricity	2,476.47
10/16/2025	Xcel Energy	WWTP Electricity	3,719.11
			205,162.23

August 18, 2025

Town of Fairplay

Janell Sciaca

RECEIVED
AUG 19 2025
Hand Delivered

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

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

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

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

Pat Stoinski

1150 Castello Ave

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

August 11, 2025

Pat Stoinski
Al Stoinski
PO Box 1909
Fairplay, CO 80440

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

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

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

Regards,

____

Janell Sciacca, Town Administrator

cc: File

CERTIFICATE OF EMAILING/MAILING

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

Signature:______________________________

Title:________TOWN ADMINISTRATOR______

Date:______AUGUST 11, 2025_________________

HUNN

PLANNING & POLICY, LLC.

August 7, 2025

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

Re: Stoinski Lot Line Adjustment Application – Recommendation for Denial

Janell,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

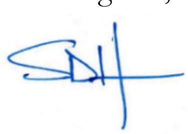
(E) An applicant may appeal a decision of the Town Administrator denying a subdivision exemption approval to the Board of Trustees by filing a written notice of appeal with the Town Clerk not more than ten (10) days from the date of the Town Administrator's written decision. Such written notice shall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

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

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

Kind regards,

Cc: Joseph Rivera, Town Attorney



Scot Hunn, AICP/MPA

P.O. Box 1286, Edwards, Colorado 81632 / (970) 343-2161 / hunnplanning.com

Gmail

Scot Hunn <scot@hunnplanning.com>

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

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

Pat and Tom:

Thank you for your patience.

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

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

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

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

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

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

3 attachments

Letter - Stoinski Review Comments 250624.pdf
879K

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

StoinskiSubdivisionPlat-SurveyorPlatReview-250617.pdf
116K

PROPOSED PLAT DATED JUNE 10, 2025

STOINSKI EXEMPTION PLAT

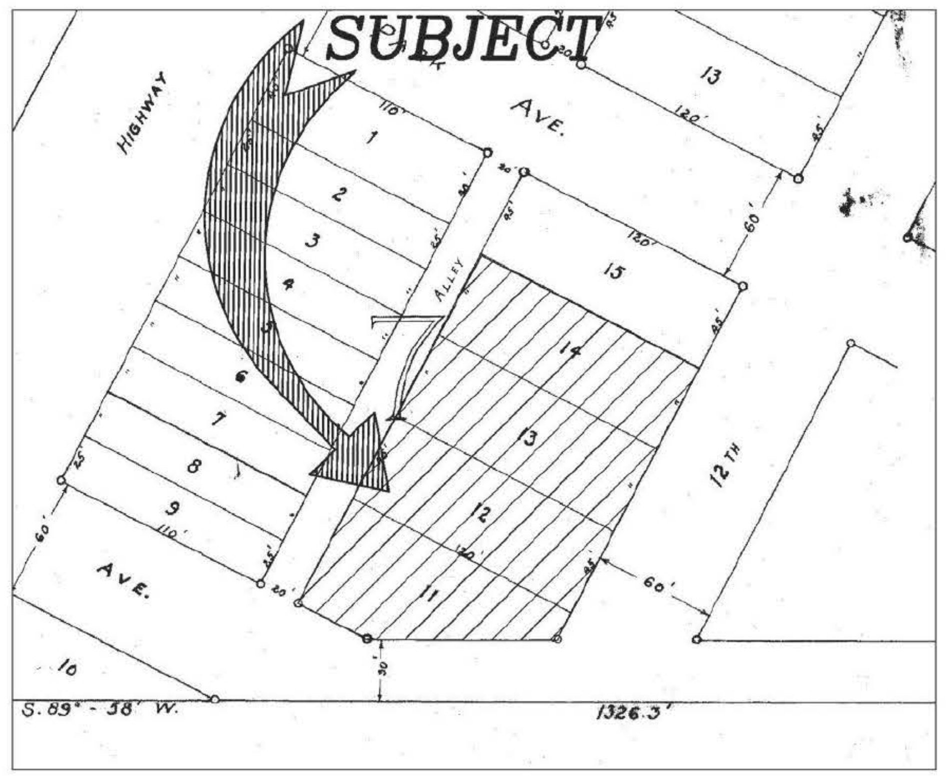
A RESUBDIVISION OF NEW LOT 11, AND LOT 14 BLOCK 7, JOHNSON ADDITION AS SIGNED NOVEMBER 18, 1939 AND RECORDED AT G-1 IN SW1/4 SEC. 34, T.9S., R.77 W. 6th P.M. TOWN OF FAIRPLAY, COUNTY OF PARK, STATE OF COLORADO

LEGEND

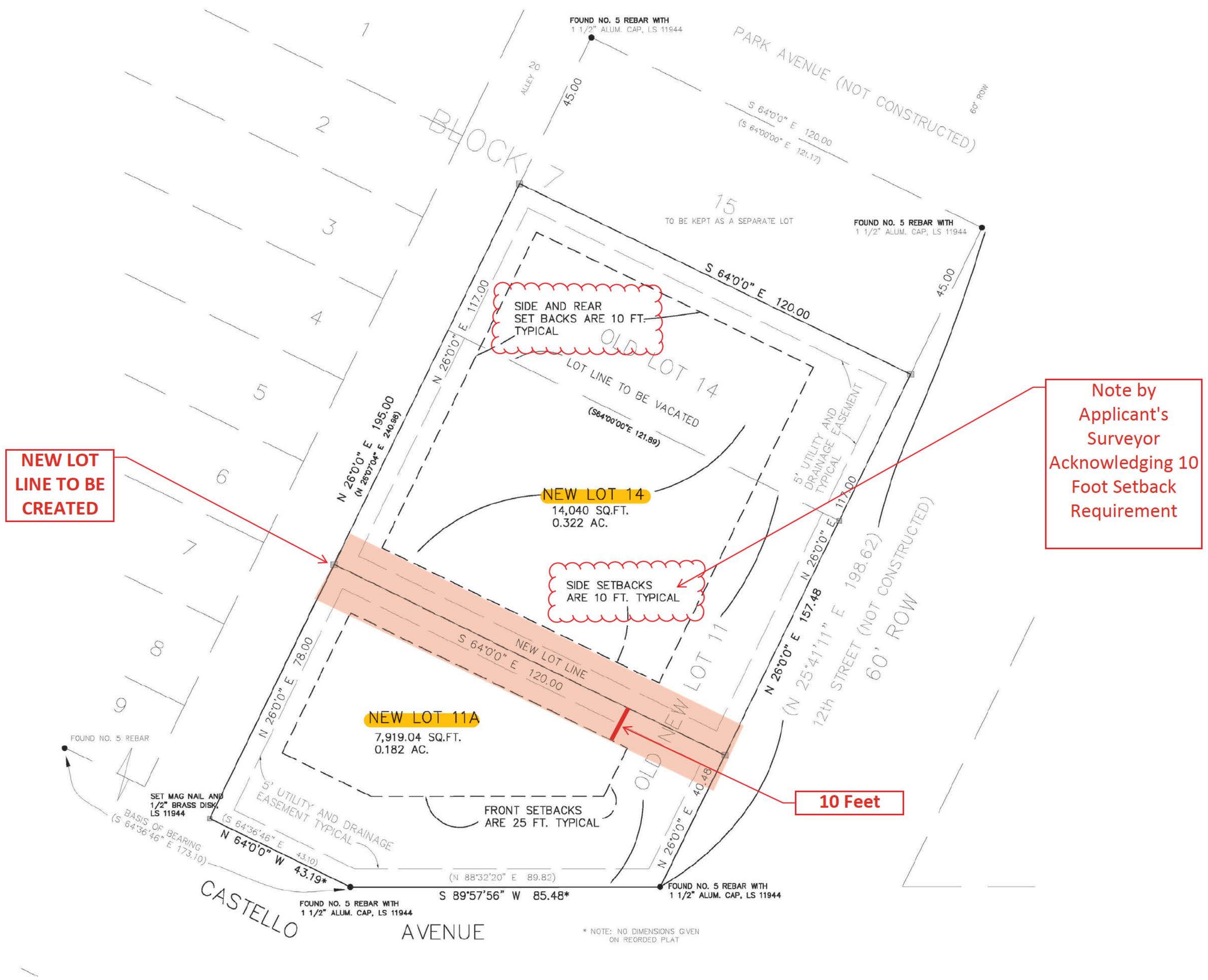
● INDICATES FOUND NO. 5 REBAR AND 1 1/2" YELLOW PLASTIC CAP, OR 1 1/2" ALUMINUM CAP, LS 11944 OR AS NOTED

■ INDICATES SET NO. 5 X 18" REBAR WITH 1 1/2" YELLOW PLASTIC CAP, LS 11944 OR AS NOTED

( ) INDICATES FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.



VICINITY MAP



TITLE COMPANY CERTIFICATE:

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

Dated this ______day of ____________________, 20___.

Agent/Officer

Title:

Town Administrator Certificate

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

TOWN OF FAIRPLAY
TOWN ADMINISTRATOR

NOTES:

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

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

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS

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

MORTGAGE'S CERTIFICATE

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

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

(signature) (print title) Address: ____________________

TITLE COMMITMENT NOTES:

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

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

N W E S

Land Dedication and Owner's Certificate

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

PATRICIA J. STOINSKI ALFRED W. STOINSKI

STATE OF COLORADO)
)ss.
COUNTY OF ____________)

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

Witness my hand and official seal.

(SEAL) ____________________________
Notary Public

My commission expires______________________

Fairplay Director of Public Works Certificate:

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

Town Clerk's Certificate:

STATE OF COLORADO)
)ss.
COUNTY OF PARK)

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

Town Clerk

Surveyor's Certificate

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

Dated this ______day of _______________, 20___.

Surveyor's name/Registration No.

PRELIMINARY

Park County Clerk and Recorder's Certificate:

STATE OF COLORADO)
)ss.
COUNTY OF PARK)

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

Fairplay Board of Trustees Certificate:

This plat is approved* this ______day of _________________, 20___.
TOWN OF FAIRPLAY

Mayor

ATTEST:

Town Clerk

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

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

EXISTING CONDITIONS SURVEY DATED JUNE 10, 2025

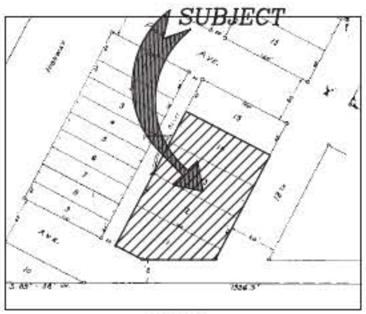
LEGEND

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

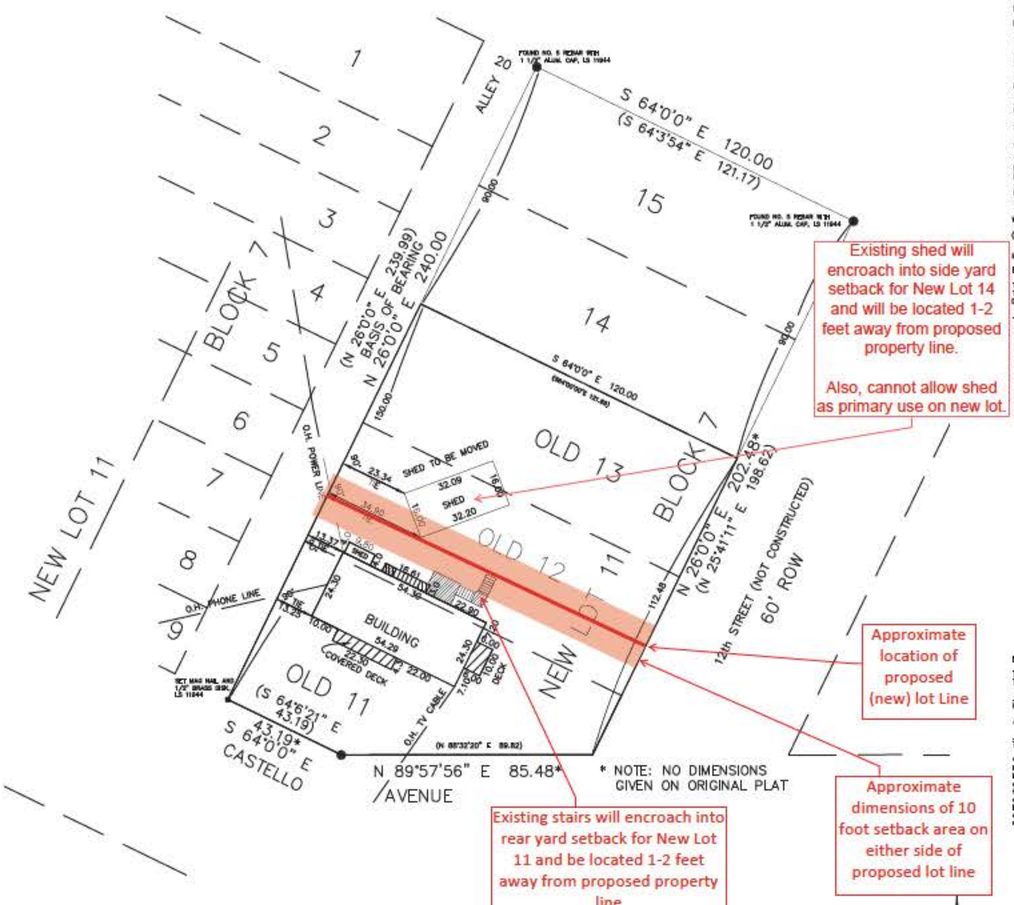
10' UE 10' WIDE UTILITY EASEMENT
5' UE 5' WIDE UTILITY EASEMENT

STOINSKI EXEMPTION PLAT

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



VICINITY MAP



TITLE COMPANY CERTIFICATE:

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

Dated this _____ day of _____________, 20___

Agent/Officer

Title:

Town Administrator Certificate

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

TOWN OF FAIRPLAY
TOWN ADMINISTRATOR

NOTES:

1) THE BASIS OF BEARING IS AN ASSUMED BEARING OF A LINE BETWEEN THE SOUTH WEST CORNER OF LOT 9 TO THE SOUTHERLY CORNER OF LOT 11, BLOCK 7 AS BEING S64°38'46"E WITH BOTH CORNERS BEING FOUND MONUMENTS AS SHOWN.
2) MEASUREMENTS SHOWN IN PARENTHESIS ARE FIELD MEASUREMENTS, UNLESS OTHERWISE NOTED.
3) CERTIFICATION NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE. THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION. AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY.
4) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
5) LEGAL DESCRIPTIONS FROM SCHEDULE # 512573.
6) THE PURPOSE OF THIS EXEMPTION PLAT IS TO VACATE THE EXISTING LOT LINE BETWEEN NEW LOT 11 AND LOT 14 AND TO CREATE A NEW LOT LINE BETWEEN NEW LOT 11 AND LOT 14, AND TO CREATE ASSOCIATED UTILITY AND DRAINAGE EASEMENTS.
7) ALL DIMENSIONS SHOWN ARE IN U.S. SURVEY FEET.
8) LOTS 11 THROUGH LOT 15 BLOCK 7 ARE ZONED LIGHT INDUSTRIAL.
9) BUILDING SETBACKS ARE: FRONT 25 FT., SIDE AND REAR ARE 10 FT. OR AS MAY BE AMENDED BY TOWN CODE.

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 THAT TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS

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MORTGAGEE'S CERTIFICATE

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

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

(signature) (print title) Address: _____________

Land Dedication and Owner's Certificate

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

Executed the _____ day of _____________, 20___

PATRICIA J. STOINSKI ALFRED W. STOINSKI

STATE OF COLORADO)
)ss.
COUNTY OF _________)

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

Witness my hand and official seal

(SEAL) _____________ Notary Public

My commission expires_____________

Fairplay Director of Public Works Certificate

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

Town Clerk's Certificate

STATE OF COLORADO)
)ss.
COUNTY OF PARK)

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

Town Clerk

Surveyor's Certificate

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

Dated this _____ day of _____________, 20___

Surveyor's Name/Registration No.

PRELIMINARY

Park County Clerk and Recorder's Certificate

STATE OF COLORADO)
)ss.
COUNTY OF PARK)

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

Fairplay Board of Trustees Certificate

This plat is approved* this _____ day of _____________, 20___
TOWN OF FAIRPLAY

Mayor

ATTEST:

Town Clerk

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

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

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

EXISTING CONDITIONS

STOINSKI EXEMPTION PLAT
BLOCK 7, NEW LOT 11 & LOT 14, JOHNSON ADDITION
TOWN OF FAIRPLAY, PARK COUNTY, COLORADO

BURNETT LAND SURVEYING, INC.
P.O. BOX 1993, 381 HWY 285, STE 104
FAIRPLAY, COLORADO 80440
(719) 836-1485

DATE: JUNE 10, 2025
SCALE: 1" = 20'
DRAWN BY: TLB
JOB NO. 2025-095
PREPARED FOR: STOINSKI

Town of Fairplay
901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622 phone
(719) 836-3279 fax
www.fairplayco.us

Staff Report

To: Board of Trustees

From: Kyle Parag, Chief Building Official

RE: 2024 Codes adoption

Date: 10/15/2025

BACKGROUND/ANALYSIS:
The Town adopts Building Codes that provide specific details and requirements related to construction of buildings and structures within the Town to assure a safe built environment. These Building Codes are based on a national council that continuously implements code changes based on industry standards, requirements, events, and material innovations. The Council produces new versions with updates every 3 years and jurisdictions are suggested to adopt the newer versions on a regular basis.

ISO (Insurance Services Office) BCEGS (Building Coed Effectiveness Schedule) Ratings are important to the community in both the availability of homeowners insurance and the premiums associated with the insurance.
Updating the adopted building and fire codes will improve the rating. ISO requires the jurisdiction to be on a code series no older than 6 years old for improved ratings.

The State of Colorado has created a Wildland-Urban Interface Code (CWRC), which all jurisdictions will be required to adopt by October 1, 2025. The Town currently has adopted the similar, IWUIC.

RECOMMENDATION:
The Building Official recommends the adoption of the 2024 I-Codes Series with the amendments in the exhibit.
This adoption includes the model electrical and solar code, and the 2024 IWUIC, in which the CWRC is based on.

KEY CHANGES:

From our current adopted codes, please see the key changes the newer version and the proposed amendments will mean.

(a) The IBC has increased clarity and more defined requirements for fire safety
(b) Addition of new appendices. BC, BE
    a. BC-Accessory Dwelling Units (ADU)- the appendix provides clear requirements and eliminates the requirement for fire separation between connected units.
(c) Updated hazard loads for commercial buildings
(d) Imaginary lot lines are available for easier determination of fire separation requirements
(e) Accessory rooms can now be shared between two-family dwellings
(f) Improved landing requirements for stairways
(g) Snow loads are using ASCE 7-22 mapping without reductions, we amended to 70 lbs ground to keep consistent and historical values for residential.
(h) Energy conservation code, the 2024 version corrected a big issue in our climate. The 2024 version is considered 8% more restrictive than the 2018 version, with no notable changes to insulation values.
(i) Energy Code requires motion lighting controls in most spaces
(j) Adoption of the Colorado Model Electric and Solar Codes

COST changes

1. 2024 International Residential Code (IRC) vs 2018 IRC

Summary:

The 2024 IRC introduces only minor structural and materials-related changes. The study shows **no measurable increase** in average construction costs for most dwellings.

Findings:

- Most amendments provide **optional compliance paths**, not new mandatory costs.
- Only three changes affect typical new homes: updated guard support framing, reduced slab vapor barrier requirement, and modified stucco underlayment for dry climates.
- The combined **net cost change ranges from –$13 to –$2,227 per house**, depending on design and location.

Estimated overall effect:

🟦 **–0.05% to +0.1%** total construction cost variation (essentially neutral).

---

2. 2024 International Energy Conservation Code (IECC) vs 2018 IECC

Summary:

The largest shift between 2018 and 2024 occurs in energy provisions.
However, the 2024 IECC is designed to provide **flexibility** and **cost parity** with 2021 levels — meaning many homes will see **very small increases or even savings**.

Findings (Colorado's Climate Zone 5B):

- **Added cost range:** $3,785 (gas) to $6,849 (electric) for single-family homes.
- This equates to approximately **$1.50–$3.00 per square foot** for a typical 2,500 SF home.

- **Key cost drivers:** improved insulation (wall/slab), higher window performance (U-0.27 vs 0.30), and HRV/ERV ventilation in cold zones.
- **Energy savings offset:** Annual utility reductions typically **recoup added cost in 2–6 years** depending on occupancy.

Estimated overall effect:

🟦 **+1.0% to +1.5%** increase in total construction cost.

---

3. 2024 International Wildland–Urban Interface Code (IWUIC) vs 2018 IWUIC

Summary:

IWUIC cost effects depend on vegetation hazard class and construction class. Fairplay's requirements mirror **Class 1 Ignition-Resistant (IR-1)** construction for high and extreme hazard zones.

Findings:

- Added cost primarily comes from ignition-resistant materials (fiber cement siding, tempered glazing, metal deck framing).
- **Estimated increase: $2,000–$8,000** per home, depending on lot exposure and defensible space factors.
- For most Colorado mountain areas, the *average increase is 1–1.5% of construction cost*.

Estimated overall effect:

🟦 **+0.5% to +1.5%** increase for WUI-compliant homes.

---

4. Combined Effect for 2024 Code Adoption (Typical Colorado Single-Family Home)

Code	Estimated Added Cost	Percent of Total Project Cost	Expected Impact
2024 IRC	–$2,000 to +$500	±0.1%	Neutral / negligible
2024 IECC	+$3,000 to +$7,000	+1.0%–1.5%	Slight increase with energy savings
2024 IWUIC	+$2,000 to +$8,000	+0.5%–1.5%	Applies only in WUI zones
Total Range (Typical Fairplay Build)	**+$5,000 to +$10,000**	**≈ +1–2% overall**	Minimal net change

---

Summary for Owners and Contractors

For most single-family homes in Fairplay:

- **Typical added cost:** about **1–2% total project cost** (~$5,000–$10,000 on a $500k home).
- **Energy efficiency savings** offset the added cost within a few years.
- **WUI compliance** remains the main variable but is already standard practice in most mountain builds.

Overall, the **transition from 2018 to 2024 codes represents a minimal cost increase** with enhanced fire resilience, efficiency, and long-term durability benefits.

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 MARCH 1, 2026.

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, NFPA.ORG and 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 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 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)	Topographic effects	Special wind region	Wind-borne debris zone		Weathering	Frost line depth	Termite
70*	140 MPH	YES	Yes	NO	B	SEVERE	48 inches	SLIGHT TO MODERATE
Winter Design Temp	Ice Barrier Under-layment Required	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 correction factor	Indoor design temperature	Design temperature cooling	Heating temperature difference	
9953 FT	39.22135 N	-14 F	81 F	.69	72 F	75 F	84 F	
Cooling temperature difference	Wind velocity heating	Wind velocity cooling	Coincident 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 (l)

(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

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

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Alex Wagner, Special Projects Coordinator

RE: Resolution 2025-32 Approving a PIIP Agreement with Robert Smyly

DATE: October 20, 2025

Resolution 2025-32 is presented for consideration of approval of an agreement with Robert Smyly for the 701 Front Street Re-siding Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for $692 to go towards Re-siding of the house which will improve the street view of the property and better weatherproof the structure. The property taxes paid for this property over the last five years are $692. The estimate for the work is $8,747.92 There is $8,363 remaining in the 2025 PIIP line item. Staff recommends approval of this application.

<u>The total amount of PIIP refunds given is $115,318.33 since 2014.</u>

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

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 2025-32

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 ROBERT SMYLY FOR THE 701 FRONT STREET RE-SIDING 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 Robert Smyly 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 20th day of October 2025.

TOWN OF FAIRPLAY, COLORADO

____
Frank Just, Mayor

ATTEST:

____
Janell Sciacca, Town Clerk

PROPERTY IMRPOVEMENT INCENTIVE PROGRAM AGREEMENT
(701 FRONT STREET RE-SIDE PROJECT)

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (701 Front Street Reside Project) (hereafter referred to as the "701 Front Street Re-siding PIIP Agreement") is made and executed this 20th day of October, 2025, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Robert Smyly (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 701 Front Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by Residing the house**,** 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 December 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 Seven Hundred Fourty Seven Dollars and Ninety Two Cents($8,747.92).

4. **Contractor.** Arrowhead Off-Grid Builders

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 Six Hundred and Ninety Two Dollars

($692) 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: Robert Smyly
P.O. Box 1536
Fairplay, CO 80440

EXECUTED the day and year first above written.

THE TOWN OF FAIRPLAY, COLORADO

____
Frank Just, Mayor

____
Janell Sciacca, Town Clerk

OWNER:

____
Robert Smyly

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: 701 Front St. Fairplay CO 80440

Residential ☑ Commercial ☐

OWNER INFORMATION

First Name: Robert (and Alicia Smyly) Last Name: Neville-Smyly

Mailing Address: PO Box 1536, 701 Front st, Fairplay CO 80440

Phone Number: (719) 651-1640 Email Address: Robsmyly@gmail.com

CONTRACTOR INFORMATION

Name: Arrowhead Off-Grid Builders LLC Contractor Lic. #

Mailing Address: 6757 Black Beaver Rd. Hartsel, CO 80449, License County Park

Phone Number: (719) 690-7578 Email Address: arrowheadoffgridbuilder

PROJECT INFORMATION

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

Remove rotted siding. Install new moisure barrier. Install new siding and trim around windows and doors.

See attached quote and pictures

Project Valuation ($): (Total Cost of Project) 8,747.92

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

Amount of PIIP Funds from the Town: $692.00

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.

09/28/2025

Applicant Date

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

Property Address: 701 Front Street

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
1023.44	2024	72.5847	11.7999	166.37789
986.00	2023	69.929	11.7999	166.37876
802.54	2022	75.9982	11.7999	124.60677
790.84	2021	72.8218	11.7999	128.14613
675.90	2020	74.603	11.7999	106.90659

5 Year Total of Taxes Paid to Fairplay $692

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:


701


701


701

Arrowhead Off-Grid Builders LLC

6757 black beaver rd
Hartley Colorado 80449 US
arrowheadoffgridbuilders@gmail com
https //www arrowheadoff gridbuilders com

Estimate

ADDRESS
Rob Smyly
701 Front Street

ESTIMATE 1039
DATE 09/23/2025

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Demo	Remove old siding and trim Dump costs included	1	1,385.25	1,385.25
Install	Install new moisture barrier new hardie board siding on all four elevations and install new trim on doors and windows Caulk doors and windows	1	3,689.76	3,689.76
Materials	Materials needed	1	3,672.91	3,672.91

SUBTOTAL	8,747.92
TAX	0.00
TOTAL	**$8,747.92**

Accepted By

Accepted Date

To: Mayor and Board of Trustees

From: Janell Sciacca, Town Administrator

Date: October 20, 2025

RE: New Business Item B. – Res. 2025-33 AVIS Hearing Officer Contract

BACKGROUND/ANALYSIS

The Town began issuing Automated Vehicle Identification System (AVIS) violations in May of this year. Currently, these citations are only issued by use of handheld LIDAR units being operated by an Officer. The Town continues to seek AVIS Corridor designations from CDOT for both US285 and CO 9 to allow for installation and use of stationary 24/7 units, and Staff will let the Board know when there is a decision from CDOT on our application.

Per C.R.S., the Town is required to provide an impartial hearing for anyone who wants to contest issuance of a violation. Up until this point, that was being handled in the Municipal Court. However, following a meeting with Judge Green and our Town Prosecutor Nick Klein of Murray Dahl Beery and Renauld (MDBR), Judge Green felt that he should not be presiding over that initial hearing and rather be the next step in the process, which would be an appeal of the Hearing Officer's decision.

The Town was referred to Attorney Ehren Penix of the Law Firm of Whitaker Penix in Breckenridge. Mr. Penix has agreed to serve as the Town's Hearing Officer and will preside over a monthly hearing as needed based on caseload. The first hearing is scheduled for November 6 at 1PM and will be conducted virtually. MDBR has provided the attached Resolution and Agreement for the Board's approval to formalize this arrangement with Mr. Penix.

Staff is recommending approval as presented in order to move forward with providing this required step related to AVIS.

RECOMMENDATION

To approve Resolution No. 33, Series of 2025, as presented approving a contract with Ehren Penix for AVIS Hearing Officer services as presented by motion, second and a roll call vote.

Attachments:

- Resolution No. 33, Series of 2025
- Contract for Hearing Officer Services

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 33
(Series of 2025)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONTRACT FOR HEARING OFFICER SERVICES WITH EHREN PENIX

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

WHEREAS, the Town has previously enacted ordinances which authorize the Town to utilize automated vehicle identification systems ("AVIS") to enforce the Town's traffic regulations; and

WHEREAS, Ehren Penix ("Mr. Penix") is a licensed attorney in the state of Colorado who is qualified and willing to serve as AVIS hearing officer; and

WHEREAS, the Town desires to appoint Mr. Penix as hearing officer for the Town's AVIS notice of violation appeals; and

WHEREAS, the Board of Trustees (the "Board"), has determined that it is in the best interests of the Town to enter into a contract with Mr. Penix to provide AVIS hearing officer services.

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

Section 1. The Board hereby approves the Contract for Hearing Officer Services ("Contract") attached hereto as "Exhibit A," and authorizes the Town Administrator to execute same on behalf of the Town. The Board further authorizes the Town Administrator to enter into subsequent renewals of the Contract, as deemed necessary, so long as renewals comply with Section 10(B) of the Contract and do not exceed a total of five (5) additional years in the aggregate.

Section 2. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and **ADOPTED** this 20th day of October, 2025.

TOWN OF FAIRPLAY, COLORADO

ATTEST:

____
Frank Just, Mayor

____
Janell Sciacca, Town Clerk

Exhibit A

CONTRACT FOR HEARING OFFICER SERVICES

This Contract for Hearing Officer Services (herein "Contract") is entered into this __ day of October 2025, by and between the Town of Fairplay, Colorado, whose address is P.O. Box 267, Fairplay, Colorado 80440 (hereinafter, the "Town") and Ehren Penix, whose address is 101 N. Main Street, Breckenridge, CO 80424 (herein "Contractor").

RECITALS

1. The Town desires to contract with Contractor to serve as hearing officer for appeals of Town issued notice of violations issued pursuant to the Town's automated vehicle identification system ("AVIS") traffic enforcement program.

2. Contractor is a Colorado-licensed attorney who can provide such services under the terms and conditions stated below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. **Scope of Services**.

   A. Contractor shall serve as hearing officer for any AVIS notice of violation appeal hearings pursuant to C.R.S. § 42-4-110.5, as may be amended from time to time. The scope of Contractor's services, at all times, shall be limited to those acts reasonably necessary to perform hearing officer duties pursuant to C.R.S. § 42-4-110.5

   B. Town shall schedule appeal hearing sessions on the first Thursday of each month this Contract is effective. Town shall schedule hearing sessions to begin at 1:00 P.M. In the event an appeal hearing session is not held for the respective month, Contractor shall not be entitled to compensation for that month.

2. **Standards of Services**. Services must be provided according to all applicable federal, state, and local laws, ordinances, and regulations.

3. **Compensation**. In consideration and in exchange for Contractor's performance of the Services, the Town shall pay Contractor a fee of two hundred-fifty dollars ($250.00) per hearing session. Contractor and Town may agree to additional compensation from time to time so long as such additional compensation is agreed upon in writing by both parties. No additional costs for items or services will be borne by the Town without its prior expressed written consent.

4. **Term**. The term of this Contract shall commence on the date this Contract is entered into as set forth above and shall expire one (1) year from the date this Contract is entered into.

   A. **Termination**. Either party shall have the right to terminate this Contract at any time, with or without cause, upon sixty (60) days prior written notice to the other.

B. **Renewal**. This Contract may be renewed for successive one (1) year terms upon the mutual written agreement of Town and Contractor. Any such renewal shall be effective only if both Town and Contractor consent in writing prior to the expiration of the then-current term. No automatic renewal shall apply, and neither party shall be obligated to agree to any renewal.

5. **Insurance**.

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Contract. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Upon reasonable request by the Town, Contractor shall provide to the Town a certificate of insurance, completed by Contractor's insurance agent, as evidence of its adequate insurance coverage. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Contractor to procure or maintain adequate insurance shall constitute a material breach of this Contract upon which the Town may immediately terminate this Contract.

6. **Independent Contractor**.

A. In carrying out its obligations and activities under this Contract, Contractor is acting as an independent contractor and not as an agent, partner, joint venture, or employee of the Town. Contractor does not have any authority to bind the Town in any manner whatsoever.

B. Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) workers compensation coverage, from the Town. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. **Assumption of Risk**. The Town shall not be liable for any damages or injuries of the Contractor or the Contractor’s equipment, while on the Town's premises, and Contractor hereby releases the Town, its town council, officers, staff, employees, representatives and agents from all form and manner of risks inherent or relating to such activities, and agrees to waive all claims and demands of any nature arising from said performance of Services or related activities, except for those losses or claims arising from the sole or willful negligence of the Town.

8. **Impartiality**. Contractor shall uphold and apply the law and shall perform all duties impartially. Impartially means absence of bias or prejudice in favor of, or against, particular parties or

classes of parties, as well as maintenance of an open mind in considering issues that may come before the judge. Contractor shall perform the Services without bias or prejudice. Contractor shall not be swayed by public clamor or fear of criticism. Contractor shall not permit social, political, financial, or other interests or relationships to influence Contractor's judicial conduct or judgment.

9. **Indemnification**.

A. Contractor agrees to indemnify, defend and hold harmless the Town, its town council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, sub-contractors or agents in connection with this Contract.

B. This provision shall survive any termination or expiration of this Contract with respect to any liability, injury or damage occurring prior to such termination.

10. **Miscellaneous**.

A. Governing Law and Venue. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Gunnison County, Colorado.

B. TABOR. The parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of the Town, expressly including but not limited to future payments of renewals, fees, costs, asserted damages, costs and fees, including attorney’s fees or other financial obligations asserted as due and owing under an alleged indemnification obligation, are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town’s current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules and regulations of the Town and other Applicable Law. Notwithstanding any other provision of this Contract concerning termination, upon the Town’s failure to appropriate such funds, this Contract shall automatically terminate.

C. Assignment. Neither this Contract nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

D. Integration; Conflicting Provisions. This Contract and any attached exhibits constitute the entire Contract between Contractor and the Town, superseding all prior oral or written communications. In the event of conflicting provisions, the terms of this Contract shall govern and supersede any such conflicting provisions, terms or language.

E. Force Majeure. This Contract is subject to force majeure, and is contingent on strikes, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of the parties. If Contractor cannot complete the Services and is prevented by any cause of force majeure, then this Contract shall be void without penalty to either party for any such portion not delivered.

F. Severability. If any clause or provision of this Contract shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

G. Amendment. No amendment, alteration, modification of or addition to this Contract shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

H. Modification. This Contract may only be modified upon written agreement of the parties.

I. No Waiver of Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

J. Notice. Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by facsimile, electronic mail, or certified first class US mail, postage prepaid, addressed as follows:

Town:	Janell Sciacca, Town Administrator Town of Fairplay P.O. Box 267 Fairplay, Colorado 80440 via e-mail: jsciacca@fairplayco.us
Contractor:	Ehren Penix 101 N. Main Street Breckenridge, CO 80424 Via e-mail: whitakerpenix@gmail.com

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

101 N.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first set forth above.

Town of Fairplay

By: ______________________________

Title: Janell Sciacca, Town Administrator

ATTEST:

____

Contractor

By: ______________________________

Print Name, Title: Ehren Penix, Esq.

TO: Board of Trustees

FROM: Joseph Rivera, Town Attorney

RE: Acquisition of Watershed Parcels and Water Certificates

DATE: October 20, 2025

Resolution No. 34 is intended to accomplish two goals:

1) Provide to the Board information relating to the Town's acquisition of the Watershed Parcels and Water Certificates; and

2) Have the Board delegate to the Mayor and Town Administrator the authority to execute documents, incur reasonable related transaction costs, and take other reasonable actions necessary to expediently acquire the Watershed Parcels and Water Certificates.

Please find attached the following information:

- Resolution No. 34-2025
- Proposed contract to purchase the Watershed Parcels;
- Proposed contract to purchase the Water Certificates; and
- Information related to the lease purchase agreement for the Watershed Parcels.

Town Staff Recommendation: Approve

Suggested Motion: I move to approve Resolution No. 34, A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING CONTRACTS TO PURCHASE THE 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 WATER CERTIFICATES

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 34
(Series of 2025)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING CONTRACTS TO PURCHASE THE 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 WATER CERTIFICATES

WHEREAS, the Town of Fairplay (Town) is a Colorado statutory municipality governed by its elected Board of Trustees (Board); and

WHEREAS, C.R.S. § 31-15-101, *et set*., conveys to the Town the authority to enter contracts and purchase or lease real property; and

WHEREAS, C.R.S. § 31-35-101, *et set*., authorizes the town to acquire water rights and water rights attached to real property; and

WHEREAS, in its capacity as the Water and Wastewater Enterprise Board, to serve the public good, the Town's Board seeks to purchase the 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 (the "Watershed Parcels") for the sum of three hundred sixty thousand dollars and no cents ($360,000.00); and

WHEREAS, in its capacity as the Water and Wastewater Enterprise Board, to serve the public good, the Town's Board seeks to purchase water certificates associated with the Watershed Parcels ("Water Certificates") for the sum of seventy thousand dollars and no cents ($70,000.00); and

WHEREAS, in approving Ordinance No. 6-2025 at the Board's October 6, 2025 meeting, through a lease purchase agreement, the Board obtained the funding necessary to purchase the Watershed Parcels; and

WHEREAS, the Town has available in its budget the sum necessary to purchase the Water Certificates; and

WHEREAS, the Board expects its water counsel, Hayes Poznanovic Korver LLC (Town Water Attorney), to prepare the purchase and sale agreement for the Water Certificates, prepare a title opinion confirming the marketability of the Water Certificates, and complete all other reasonable due diligence related to the Town's purchase of the Water Certificates.

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

Section 1. The Board (a) incorporates the above recitations as findings of the Board and, (b) in a form approved by the Town Attorney, authorizes the Mayor and Town Administrator to negotiate and execute on behalf of the Town a purchase and sale agreement for the Town's purchase of the Watershed Parcels and Water Certificates in an amount not to exceed the cumulative sale price of four hundred thirty thousand dollars ($430,000).

Section 2. In a form approved by the Town Administrator and Town Attorney, the Board conveys to the Mayor and the Town Clerk the authority to execute the agreements or documents necessary for the Town to expediently acquire the Watershed Parcels and incur reasonable transaction costs related to same.

Section 3. In a form approved by the Town Administrator, Town Water Attorney, and Town Attorney, the Board conveys to the Mayor and the Town Clerk the authority to execute the agreements or documents necessary for the Town to expediently acquire the Water Certificates and incur reasonable transaction costs related to same.

Section 4. Effective Date. This Resolution shall take effect upon its approval by the Board of Trustees.

RESOLVED, APPROVED, and ADOPTED this 20th day of October 2025 by a vote of ___ For and ___ Against.

TOWN OF FAIRPLAY, COLORADO

____

Frank Just, Mayor

ATTEST:

____

Janell Sciacca, Town Clerk

Caniglia Real Estate Group
236 N Main Street, PO Box 477 Alma, CO 80420
Amy Caniglia
Broker/Owner
amy@canigliagroup.com;naesa@canigliagroup.com
Ph: 719-836-2766
Fax: 719-836-2332

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-8-24) (Mandatory 8-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)

Date: ***10/17/2025***

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. ***Town of Fairplay*** (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other** .

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. ***Theodore Zigan*** (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of ***Park*** , Colorado (insert legal description):

Parcel A:
A portion of the following described tract of land located in Sections 20 and 21, Township 9 South, Range 77 West of the
6th Principal Meridian, County of Park, State of Colorado:
Section 20:
The East One-Half of the Northeast One-Quarter of the Southeast One-Quarter, EXCEPT the South One-Half of the
Southeast One-Quarter of the Southeast One-Quarter of the Northeast One-Quarter of the Southeast One-Quarter, and
the Southwest One-Quarter of the Northeast One-Quarter of the Southeast One-Quarter lying East of the County Road,
EXCEPT that portion conveyed to the Town of Fairplay in Book 393 Page 622.
Section 21:
The West One-Half of the Northwest One-Quarter of the Southwest One-Quarter, EXCEPT the South One-Half of the
South One-Half of the Southwest One-Quarter of the Northwest One-Quarter of the

Southwest One-Quarter.
For Informational Purposes Only
Tax ID No.: R0048989

and

Parcel B:
A portion of the following described tract of land located in Sections 20 and 21, Township 9 South, Range 77 West of the
6th Principal Meridian, County of Park, State of Colorado:
Section 20:
The Southeast One-Quarter of the Southeast One-Quarter lying East of the County Road, EXCEPT the North One-Half of
the North One-Half of the South One-Half of the Southeast One-Quarter of the Southeast One-Quarter.
Section 21:
The Southwest One-Quarter of the Southwest One-Quarter of the Southwest One-Quarter, EXCEPT the North One-Half of
the North One-Half of the Southwest One-Quarter of the Southwest One-Quarter of the Southwest One-Quarter.
For Informational Purposes Only
Tax ID No.: R0048990

known as: ***1582 Beaver Creek Road and TBD Beaver Creek Road, Fairplay, CO 80440***

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

None

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

None

Buyer ☐ **Will** ☒ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

2.5.3. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

None

Buyer ☐ **Will** ☒ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

☐ **2.5.5. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☐ **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party before Closing. If Buyer does not receive such approval this Contract terminates.

2.6. Exclusions. The following items are excluded (Exclusions):

None

2.7. Water Rights, Well Rights, Water and Sewer Taps.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

None

Any deeded water rights will be conveyed by a good and sufficient ***n/a*** deed at Closing.

☒ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

Mountain Mutual Reservoir Company Water Stocks held by the Seller as referenced in an Agreement dated July 5, 2012 and recorded with Park County Recording #692646 shall be conveyed via a separate but contingent contract for an additional $70,000 simultaneously at Closing.

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is ***N/A***.

☒ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

Mountain Mutual Reservoir Company Water Stocks held by the Seller as referenced in an Agreement dated July 5, 2012 and recorded with Park County Recording #692646 shall be conveyed via a separate but contingent contract for an additional $70,000 simultaneously at Closing.

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

None

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

None

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	***6 pm***
2	§ 4	Alternative Earnest Money Deadline	***10/27/2025*** Monday
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	***10/31/2025*** Friday

4	§ 8	Record Title Objection Deadline	***11/7/2025***	Friday
5	§ 8	Off-Record Title Deadline	***10/31/2025***	Friday
6	§ 8	Off-Record Title Objection Deadline	***11/7/2025***	Friday
7	§ 8	Title Resolution Deadline	***11/14/2025***	Friday
8	§ 8	Third Party Right to Purchase/Approve Deadline		
		Owners' Association		
9	§ 7	Association Documents Deadline		
10	§ 7	Association Documents Termination Deadline		
		Seller's Disclosures		
11	§ 10	Seller’s Property Disclosure Deadline	***10/27/2025***	Monday
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)		
		Loan and Credit		
13	§ 5	New Loan Application Deadline		
14	§ 5	New Loan Terms Deadline		
15	§ 5	New Loan Availability Deadline		
16	§ 5	Buyer’s Credit Information Deadline		
17	§ 5	Disapproval of Buyer’s Credit Information Deadline		
18	§ 5	Existing Loan Deadline		
19	§ 5	Existing Loan Termination Deadline		
20	§ 5	Loan Transfer Approval Deadline		
21	§ 4	Seller or Private Financing Deadline		
		Appraisal		
22	§ 6	Appraisal Deadline	***11/12/2025***	Wednesday
23	§ 6	Appraisal Objection Deadline	***11/14/2025***	Friday
24	§ 6	Appraisal Resolution Deadline	***11/17/2025***	Monday
		Survey		
25	§ 9	New ILC or New Survey Deadline	***11/10/2025***	Monday
26	§ 9	New ILC or New Survey Objection Deadline	***11/12/2025***	Wednesday
27	§ 9	New ILC or New Survey Resolution Deadline	***11/14/2025***	Friday
		Inspection and Due diligence		
28	§ 2	Water Rights Examination Deadline	***11/20/2025***	Thursday
29	§ 8	Mineral Rights Examination Deadline	***11/7/2025***	Friday
30	§ 10	Inspection Termination Deadline	***11/20/2025***	Thursday
31	§ 10	Inspection Objection Deadline	***11/20/2025***	Thursday
32	§ 10	Inspection Resolution Deadline	***11/21/2025***	Friday
33	§ 10	Property Insurance Termination Deadline		
34	§ 10	Due Diligence Documents Delivery Deadline	***10/27/2025***	Monday

35	§ 10	Due Diligence Documents Objection Deadline	***10/31/2025*** Friday
36	§ 10	Due Diligence Documents Resolution Deadline	***11/14/2025*** Friday
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		Closing and Possession	
43	§ 12	Closing Date	***12/3/2025 on or before*** Wednesday
44	§ 17	Possession Date	***same as Closing Date***
45	§ 17	Possession Time	***upon Closing and delivery of deed***
46	§ 27	**Acceptance Deadline Date**	***10/24/2025*** Friday
47	§ 27	**Acceptance Deadline Time**	***5 pm***
48			
49			

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount

1	§ 4.1.	Purchase Price	$ ***360,000.00***	
2	§ 4.3.	Earnest Money		$ ***0.00***
3	§ 4.5.	New Loan		$
4	§ 4.6.	Assumption Balance		$
5	§ 4.7.	Private Financing		$
6	§ 4.7.	Seller Financing		$
7				$
8				$
9	§ 4.4.	Cash at Closing		$ ***360,000.00***
10		**Total**	$ ***360,000.00***	$ ***360,000.00***

4.2. Seller Concession. At Closing, Seller will credit to Buyer $***N/A*** (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a ***N/A***, will be payable to and held by ***N/A*** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21,** unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☒ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An “Appraisal” is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer’s lender, to determine the Property’s market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer’s written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller’s receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender’s agent or all three.

7. OWNERS’ ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A

COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** .

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before

Record Title Objection Deadline. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: *N/A*.

8.5. Tax Certificate. A tax certificate paid for by ☐ **Seller** ☒ **Buyer,** for the Property listing any special taxing or metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline.** If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline.** Should Buyer receive the Tax Certificate after **Record Title Deadline,** Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date,** Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to

Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL

INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC);** or, (2) ☒ **New Survey** in the form of ***Land Survey Plat or any type of survey buyer prefers***; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☒ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☒ **Buyer** or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and ***None*** will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline** , Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property and Inclusions to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

None

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.4. Solar Power Plan. Copy of any Solar Power Plan not included in Leased Items (regardless of its name or title).

10.6.1.5. Septic Use Permit. If required by the local health department or other applicable government entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

10.6.1.6. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☐ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.6.2.** Property tax bills for the last years;

☐ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.6.5.** Operating statements for the past years;

☐ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past years;

☐ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☐ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☐ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☒ **10.6.1.6.13.** Other:

any reports, permits, surveys or other documentation pertinent to the property that are in the seller's possession including but not limited to information about Mountain Mutual Reservoir Company Water Stocks that are being sold and transferred simultaneously with this sale.

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline,** this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental. Buyer has the right to obtain environmental inspections of the Property including a Phase I Environmental Site Assessment. ☐ **Seller** ☐ **Buyer** will order or provide a current Phase I Environmental Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or , at the expense of ☐ **Seller** ☐ **Buyer** (Environmental Inspection).

If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by days (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the **Closing Date,** the **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☐ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

10.6.5. Due Diligence – ADA. Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.
Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as ***N/A***. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ **Does** ☒ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is **No Well**. Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required in §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☒ **Are** ☐ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the Property. The hour and place of Closing will be as designated by ***Fidelity National Title Company***.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☐ special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** .

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.3.3. Reserves or Working Capital. Unless agreed to otherwise, all reserves or working capital due (or other similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at

Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $***55*** for:

☐ Water District/Municipality ☒ Water Stock

☐ Augmentation Membership ☐ Small Domestic Water Company ☐

and must be paid at Closing by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

☒ **Taxes for the Calendar Year Immediately Preceding Closing**

☐ **Most Recent Mill Levy and Most Recent Assessed Valuation,** ☐ **Other**

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued.** At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and

None

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller.** Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and

N/A

Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession**

Date at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of $ ***250*** per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

General Provisions

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for the growing crops.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies <u>unless the box in § 20.1.1. is checked</u>. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified in the Contract is ineffective and does not terminate this Contract.

24.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder must be timely returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or .

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey**; and **Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water**.

29. BUYER'S BROKERAGE FIRM COMPENSATION. Buyer's brokerage firm's compensation will be paid, at Closing, as follows:

☒ **29.1.** ***2***% of the Purchase Price or $ by Seller. Buyer's brokerage firm is an intended third-party beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is paying on behalf of Buyer elsewhere in this Contract.

☐ **29.2.** % of the Purchase Price or $ by Buyer pursuant to a separate agreement between Buyer and Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

☐ **29.3.** % of the Purchase Price or $ by a separate agreement between Buyer's brokerage firm and Seller's brokerage firm.

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

1) This purchase is contingent upon the Buyer's simultaneous purchase of the Mountain Mutual Reservoir Company Water Stocks that are held by the Seller as referenced in an Agreement dated July 5, 2012 and recorded with Park County Recording #692646. The Water Stocks shall be conveyed via a separate Bill of Sale simultaneously at Closing for a separate amount of $70,000 to be paid to the Seller by the Buyer.

2) Seller shall provide to Buyer a signed copy of the original water certificate and a Historical Use Document and shall comply with all other reasonable requests made by the Buyer's Water Attorney for information regarding the Water Stocks. within 5 days of Acceptance of this contract. Buyer shall have all the same rights in regards to the review of these documents as noted in Section 10.6, Due Diligence.

3) Section 29.1, Buyer's Brokerage Firm Compensation: This amount is based on the $360,000 sales price for the land, and shall not include the additional price of the Water Stock

certificates. The Seller shall also pay the Listing Broker a commission amount of 2% of $360,000.

31. OTHER DOCUMENTS.

31.1. Documents Part of Contract. The following documents **are a part** of this Contract:

None

31.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

None

Signatures

____ Date: __________

Buyer: ***Town of Fairplay***

By: Frank Just, Mayor

[NOTE: If this offer is being countered or rejected, do not sign this document.]

____ Date: __________

Seller: ***Theodore Zigan***

Address: ***2724 Castle Glen Ct Castle Rock CO 80108***

Phone: Fax:

Email Address:

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid as specified in §29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: ***Caniglia Real Estate Group***

Brokerage Firm's License #: ***EC.040045841***

Amy Caniglia

____ Date: ***10/17/2025***

Broker's Name: ***Amy Caniglia***

Broker's License #: ***ER.040016488***

Address: ***236 N Main Street, PO Box 477 Alma, CO 80420***

Phone No.: ***719-836-2766***

Fax No.: ***719-836-2332***

Email Address: ***amy@canigliagroup.com;naesa@canigliagroup.com***

B. Broker Working with Seller

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** .

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name: ***Christie`s International Real Estate - Summit***

Brokerage Firm's License #: ***EC100079981***

________________________________ Date: ________

Broker's Name: ***Jeni Friedrich***

Broker's License #: ***55411471***

Address: ***323 N. Main St / PO Box 4868 Breckenridge, CO 80424***

Phone No.: ***970-485-3837***

Fax No.: ***970-315-5600***

Email Address: ***Jeni@ChristiesSummitCORE.com***

CBS4-8-24. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

AGREEMENT FOR PURCHASE AND SALE OF WATER SHARES

This Agreement for Purchase and Sale of Water Shares (the "Agreement") is made this ____ day of _______________, 2025 ("Effective Date"), by and between Theodore Zigan ("Seller"), whose address is 2724 Castle Glen Ct., Castle Rock, CO 80108, and the Town of Fairplay, ("Buyer"), whose address is 901 Main Street, Fairplay, CO 80440. The Seller and Buyer are collectively referred to as a "Party" or "Parties."

WHEREAS, the Seller is the sole owner of ten (10) shares of Class A capital stock in the Mountain Mutual Reservoir Company ("MMRC"), represented by Stock Certificate No. 1065A issued April 24, 2017, and the water rights associated with said stock (the "Water Shares");

WHEREAS, Buyer desires to purchase and the Seller desires to sell the Water Shares, with all appurtenances pursuant to the terms and conditions set forth herein;

WHEREAS, the Parties will execute a separate purchase and sale agreement for Buyer's purchase of the following real property (the "Land Agreement"):

Parcel A:
A portion of the following described tract of land located in Sections 20 and 21, Township 9 South, Range 77 West of the 6th Principal Meridian, County of Park, State of Colorado:

Section 20:
The East One-Half of the Northeast One-Quarter of the Southeast One-Quarter, EXCEPT the South One-Half of the Southeast One-Quarter of the Southeast One-Quarter of the Northeast One-Quarter of the Southeast One-Quarter, and the Southwest One-Quarter of the Northeast One-Quarter of the Southeast One-Quarter lying East of the County Road, EXCEPT that portion conveyed to the Town of Fairplay in Book 393 Page 622.

Section 21:
The West One-Half of the Northwest One-Quarter of the Southwest One-Quarter, EXCEPT the South One-Half of the South One-Half of the Southwest One-Quarter of the Northwest One-Quarter of the Southwest One-Quarter.

Parcel B:
A portion of the following described tract of land located in Sections 20 and 21, Township 9 South, Range 77 West of the 6th Principal Meridian, County of Park, State of Colorado:

Section 20:
The Southeast One-Quarter of the Southeast One-Quarter lying East of the County Road, EXCEPT the North One-Half of the North One-Half of the South One-Half of the Southeast One-Quarter of the Southeast One-Quarter.

Section 21:
The Southwest One-Quarter of the Southwest One-Quarter of the Southwest One-Quarter, EXCEPT the North One-Half of the North One-Half of the Southwest One-Quarter of the Southwest One-Quarter of the Southwest One-Quarter.

(the "Land"); and

WHEREAS, the Parties desire to close on the sale of Water Shares according to this Agreement and the sale of the Land according to the Land Agreement on the same date.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Seller and Buyer hereby agree as follows:

1. **Purchase and Sale:** At the Closing (as defined in Paragraph 6 hereof), Seller shall sell, transfer, convey and irrevocably assign to Buyer the Water Shares and all rights appertaining thereto, and Buyer shall purchase from Seller the Water Shares and all rights appertaining thereto. For purposes of this Agreement, Seller's conveyance of the Water Shares shall include all of Seller's right, title and interest in and to said Water Shares, including Seller's right to request or receive water delivered under the Water Shares together with all beneficial right, title and interest in all water, water rights, ditch rights, canals, canal rights, headgates, recharge, and all other assets, rights, title or interest represented by the Water Shares. Subject to the other terms and conditions hereof, at the Closing, Seller shall sell, transfer, convey and irrevocably assign to Buyer the Water Shares and all rights appertaining thereto, free and clear of any title defects or impediments, security interests, notes, mortgages, deeds of trust, liens, assessments, taxes, charges, leaseholds, adverse claims, or similar interests, third party claims, or other encumbrances (collectively, "Encumbrances").

2. **Purchase Price and Deposit**: The Purchase Price for the Water Shares is Seventy Thousand Dollars ($70,000.00) ("Purchase Price"). As inducement to Buyer, Seller shall sell the Water Shares to Buyer which shall be payable as follows.

   a. Within ten (10) days after the Effective Date, Buyer shall deposit the sum of Two Thousand Dollars ($2,000.00) with a mutually agreeable financial institution (the "Title Company") to be held in an interest-bearing escrow account, which shall be applied to the Purchase Price upon Closing (together with all interest earned thereon, the "Earnest Money"). The Title Company shall hold the Earnest Money until delivery is permitted or required under the terms of this Agreement. The Earnest Money shall be credited toward the Purchase Price at the Closing, unless this Agreement is terminated, in which case the Earnest Money shall be refundable until the Diligence Deadline or as otherwise provided in this Agreement. After the Diligence Deadline, absent written notice by Purchaser of termination according to the terms of this Agreement, all Earnest Money shall be nonrefundable. The Parties shall split the Title Company fees equally.

b. The balance of the Purchase Price for the Water Shares of Sixty Eight Thousand Dollars ($68,000.00) Dollars shall be payable by wire transfer or other immediately available funds at the time of Closing.

3. **Condition Precedent:** Buyer's obligation to purchase the Water Shares is expressly contingent upon satisfaction of the following condition precedent described in Paragraph 3.a:

a. Land Agreement Closing. Buyer and Seller are ready to concurrently close on the purchase of the Land according to the Land Agreement and that such closing shall occur at the same time as Closing pursuant to this Agreement.

In the event the above Condition Precedent described in Paragraph 3.a is not satisfied at the time of Closing, then Buyer shall have the right to: (i) terminate this Agreement, whereupon the Earnest Money shall be returned to Buyer, and each party shall be relieved of any further liability or obligation hereunder; or (ii) waive such Condition Precedent and proceed to Closing on the Water Shares.

4. **Due Diligence**: Buyer shall have until November 20, 2025 to conduct any due diligence investigations the Buyer in its sole discretion may wish to conduct relative to the Water Shares ("Diligence Deadline"). Seller agrees to use its best efforts to cooperate with Buyer and to provide Buyer with documents in Seller's possession regarding records of use and/or the status of title to the Water Shares, including granting MMRC permission to release to Buyer any information regarding the Water Shares, or the company generally, that it is authorized to release to its shareholders. During the due diligence period, Buyer may examine title to and historical use of the Water Shares. On or before the Diligence Deadline, Buyer may terminate this Agreement for any reason or no reason, by sending written notice ("Notice of Termination") to Seller at any time on or before 5:00 p.m. on the Diligence Deadline, in which case this Agreement shall terminate automatically. Buyer shall return all materials, and any engineering or other diligence documents generated by Seller during the due diligence period, to Seller at no charge to Seller.

a. If Buyer fails to send Seller the Notice of Termination on or before 5:00 p.m. Mountain Time on the Diligence Deadline, this Agreement shall automatically continue except as expressly provided herein. In the event the Closing does not occur as a result of Buyer's actions or conduct, Seller shall be entitled to the Earnest Money, and the parties shall have no further obligation to each other except there shall be no waiver or release of Seller's and Buyer's other indemnification and confidentiality obligations hereunder. If the Closing does not occur as a result of Seller's actions or conduct, then the Earnest Money shall be returned to Buyer, and the parties shall have no further obligation to each other except there shall be no waiver or release of Seller's and Buyer's other indemnification and confidentiality obligations hereunder.

b. Within five (5) days following the Effective Date, Buyer and Seller shall jointly prepare an affidavit of historical use of the Water Shares, including confirmation by Seller concerning whether the Water Shares have been included in a water court approved augmentation plan and/or are otherwise the subject of a water court decree, for execution by the Seller, and Seller shall assist Buyer in obtaining affidavit(s) of historical use of the Water Shares from prior owners of the Water Shares.

5. **Document Production**: Within five (5) days following the Effective Date, Seller shall furnish to Buyer all information in its possession or control related to the Water Shares ("Water Information"). The Water Information shall include, but shall not be limited to:

a. Copies of all title opinions, abstracts of title, deeds in Seller's chain of title, title commitments, title insurance policies, engineering reports, crop records, diversion records, and all other documents in Seller's possession or control that do or may evidence or affect title to the Water Shares or record of historical use, at Seller's expense;

b. On a continuing basis from the date of this Agreement until the Closing, any notices, documents or other information relating to the Water Shares that may be received by Seller within not more than 3 days of the receipt by the Seller of the same; and

c. Copies of any and all existing leases affecting the Water Shares. Buyer agrees it will be responsible for the costs of any evaluation of any materials necessary to determine the status of the Water Shares. Seller hereby further consents to and shall assist Buyer in obtaining information related to any Encumbrances upon or to the Water Shares and shall authorize any holder of such Encumbrances to release such information to Buyer.

6. **Closing**: Subject to the terms of this Agreement, closing on the purchase and sale of the Water Shares ("Closing") shall take place at such time and place as may be mutually agreed upon by the Parties and shall occur simultaneously with the closing under the Land Agreement, but shall occur no later than December 5, 2025, unless the Parties mutually agree in writing to extend the Closing date. At the Closing, Buyer shall pay to Seller the Purchase Price for the Water Shares, less the Earnest Money previously paid, by wire transfer or other immediately available funds, and Seller shall sell, transfer, convey and irrevocably assign to Buyer the Water Shares by special warranty deed and assignment free and clear of all Encumbrances. At Closing, Seller shall deliver:

a. Seller's original stock certificate for the Water Shares endorsed by all necessary parties to Buyer;

b. A good and sufficient special warranty deed conveying to Buyer the Water Shares free and clear of any and all Encumbrances of any nature whatsoever, in a form acceptable to Buyer;

c. A stock assignment assigning and fully conveying and transferring the Water Shares to Buyer free and clear of any and all Encumbrances of any nature whatsoever, in a form acceptable to Buyer and MMRC;

d. An affidavit of Seller's historical use of the Water Shares described in Paragraph 4.b executed by Seller; and

The Seller and Buyer shall execute and deliver such affidavits, instruments, agreements or other documents as may be reasonably required to complete the transaction contemplated under this Agreement.

7. **Ditch Assessments and Transfer Fees:** The Buyer shall pay all transfer fees or costs imposed by MMRC with respect to the transfer of the Water Shares to Buyer and any assessments due after the time of Closing.

8. **Stock Requirements:** It is understood and agreed that the Buyer shall become a stockholder in MMRC. The Water Shares described herein shall be transferred in accordance with the Bylaws of MMRC. Seller shall cause MMRC to issue to Buyer, the shares of Class "A" Stock for the Water Shares upon receipt of the payments herein promised to be made by Buyer.

9. **Representations and Warranties**:

a. **The Seller' Representations and Warranties:** The Seller represents and warrants the following, as of the Effective Date and as of Closing:

i. The Seller has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder, without violating any other agreement or this Agreement;

ii. Seller has good and marketable title to the Water Shares free and clear of all Encumbrances.

iii. The Seller is now and will remain, until the conclusion of Closing, the lawful owner of the Water Shares;

iv. The sale of the Water Shares does not violate any of MMRC's bylaws, rules, or policies and the sale is otherwise authorized under the MMRC's articles of incorporation, rules and bylaws.

v. None of the Water Shares have been abandoned and all of the Water Shares are valid and in full force;

vi. To the best of the Seller's knowledge, no other person has any legal or equitable right to use the Water Shares; and

vii. There are no pending actions or claims, and no facts known to Seller that might give rise to any action or claim affecting ownership or use of the Water Shares.

Notwithstanding any other provisions of this Agreement, if Seller does not have such free and marketable title to the Water Shares, Buyer may terminate this Agreement.

b. **Buyer's Representations and Warranties:** Buyer represents and warrants the following, as of the Effective Date and as of Closing:

i. Buyer has full right, power and authority to enter into this Agreement and perform all of Buyer's obligations hereunder; and

ii. Buyer's undersigned representative is duly authorized to enter into this Agreement on behalf of Buyer.

10. **Default and Termination**:

a. If Seller breaches or is in default of the Agreement, (1) Buyer may elect to treat this Agreement as terminated, in which case all things of value, including the Earnest Money, received hereunder will be returned, and the Parties shall have no further obligation or liability to each other, except those obligations that expressly survive termination and there shall be no waiver or release of Seller's and Buyer's other indemnification and confidentiality obligations hereunder, or (2) Buyer may treat this Agreement as being in full force and effect and Buyer shall have the right to an action for equitable relief, including specific performance or damages, or both.
b. If Buyer is in default, Seller may elect to treat this Agreement as terminated in which case the Earnest Money shall constitute liquidated damages and said Earnest Money shall be Seller's sole and only remedy for Purchaser's failure to perform the obligations of the Agreement, and there shall be no waiver or release of Seller's and Buyer's other indemnification and confidentiality obligations hereunder.

11. **Title**: The Seller agrees to convey to Buyer title to the Water Shares subject to the terms of this Agreement, free and clear of all Encumbrances ("Acceptable Title"). Buyer's obligations under this Agreement are specifically contingent on the Seller having Acceptable Title as determined by Buyer during the Diligence Period. If the Seller does not have Acceptable Title as of the date of Closing as determined by Buyer in its sole discretion, Buyer may terminate this Agreement, in complete satisfaction of this Agreement, and this Agreement shall thereafter be null and void.

12. **Indemnification:** Seller shall indemnify and hold Buyer harmless from, and will pay or reimburse Buyer for, any claim, demand, cause of action, suit, loss, damage, and expense of any nature whatsoever (including reasonable attorneys' fees incurred in connection therewith) (collectively, "Damages"), that may arise, directly or indirectly, from the inaccuracy, invalidity, misrepresentation, or breach of any representation, warranty, or covenant made by Seller in or pursuant to this Agreement. This indemnification includes the obligation of Seller to deliver to

Buyer unencumbered good and marketable title to the Water Shares in the event Buyer's title to the Water Shares is defeated or challenged subsequent to the Closing.

13. **"As Is" Sale:**

a. BUYER AND THE SELLER UNDERSTAND, ACKNOWLEDGE AND AGREE THAT EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS (AS DEFINED ABOVE IN PARAGRAPH 6), BUYER'S PURCHASE OF THE WATER SHARES, AND ANY OTHER RIGHTS AND INTERESTS TO BE CONVEYED, SOLD, TRANSFERRED AND/OR ASSIGNED PURSUANT TO THIS AGREEMENT, SHALL BE ON AN "AS IS, WHERE IS" BASIS.

b. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT BUYER AND THE SELLER HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.

14. **Notice:** Any notice shall be effective when received by the Party or Parties. All notices shall be by either: a) certified mail, return receipt requested; b) personal delivery; or c) electronic mail to the Parties and the Parties' representatives at the following addresses or at such other address as the Parties may provide in writing:

To Seller:	With a copy to:

To Buyer:	With a copy to:
Town of Fairplay Janell Sciacca Town Administrator 901 Main Street Fairplay, CO 80440 jsciacca@fairplayco.us	Hayes Poznanovic Korver LLC 700 17th Street, Suite 1800 Denver, CO 80202 matt@hpkwaterlaw.com

15. **Holidays:** If the date that any notice or action required or permitted under this Agreement falls on a weekend or federal holiday, the required or permitted date shall be extended to the subsequent day that is neither a federal holiday nor a weekend day.

16. **Counterparts:** The Parties may transmit this Agreement by electronic mail. Digital and scanned signatures shall be adequate, binding and valid as original signatures on this Agreement. This Agreement may be executed in several counterpart copies and all such counterparts taken together shall be deemed the Agreement.

17. **Brokers and Commissions:** Buyer and the Seller are responsible for payment of any commission or other compensation due to their respective agents as a result of this transaction.

18. **Entire Agreement:** This Agreement embodies the entire understanding and agreement between the Parties and supersedes any and all prior negotiations, understandings or agreements regarding the subject matter hereof.

19. **Amendment:** This Agreement may be modified, amended, changed or terminated in whole or in part only by written agreement duly authorized and executed by each of the Parties with the same formality as this Agreement.

20. **Non-severability and Effect of Invalidity**: Each provision of this Agreement is integral to the others and is not severable from the others. If any portion is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the Parties will immediately attempt to negotiate either valid alternative portions that as near as possible give effect to any stricken portions or a valid replacement agreement.

21. **Assignment:** Neither Party may assign any part of this Agreement without the prior written consent of the other Party.

22. **Third-Party Beneficiaries:** There are no third-party beneficiaries of this Agreement.

23. **Interpretation**: The negotiation and preparation of this Agreement has been a collaborative drafting effort between the Parties who agree that the terms of this Agreement shall not be interpreted more stringently against one Party as compared to the other Party based upon authorship.

24. **Confidentiality:** Except as required by law or order by a court of competent jurisdiction, the Buyer, Seller, Broker(s), and their representatives, agree to keep this Agreement and all of the terms, conditions, and pricing contained herein strictly confidential, and shall not disclose such terms to anyone not a party to this Agreement. The confidentiality requirements of this Agreement shall survive termination, expiration or cancellation of this Agreement.

25. **Colorado Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

26. **No Waiver of Governmental Immunity:** The Parties understand and agree that the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended from time to time, may apply to actions arising from or related to this Agreement. This Agreement in no way constitutes a waiver by Buyer of its rights, immunities, or other protections provided for by law.

27. **Non-Appropriation:** As required by Article X, Section 20 of the Colorado Constitution, any obligation of the Town not performed in the current fiscal year shall be subject to annual appropriation of funds by the Town's governing body. Should sufficient funds not be appropriated for the Town's performance in future fiscal years, any funding obligation for such year shall be unenforceable as against the Town. All other aspects of this Agreement shall remain unaffected and in full force or effect unless terminated pursuant to the terms of this Agreement.

28. **Paragraph Headings:** The paragraph headings are inserted for convenience of reference only and do not define, limit or prescribe the scope of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SELLER: Theodore Zigan

By:___________________________________
Theodore Zigan

STATE OF _______________)
) ss.
COUNTY OF _______________)

Subscribed and sworn to before me by Theodore Zigan, this ____ day of __________________________, 2025.

Witness my hand and official seal.

____
Notary Public

My commission expires:__________________

BUYER: **TOWN OF FAIRPLAY, COLORADO**,

By: ___________________________________
Frank Just, Mayor

ATTEST:

____
Janell Sciacca, Town Clerk

____
DATE

VECTRA BANK COLORADO

Municipal Finance
7222 E. Layton Ave.
Denver, CO 80237

Ryan Morrill
Vice President, Municipal Finance

October 14, 2025

Janell Sciacca
Town of Fairplay
Town Administrator
jsciacca@fairplayco.us

Janell,

On behalf of Vectra Bank, a division of Zions Bancorporation, N.A., we are pleased to present the following summary of indicative terms and conditions for the Town of Fairplay.

Zions Bancorporation is one of the nation's premier financial services companies with total assets of approximately $79 billion. Zions operates under local management teams and unique brands in 11 western and southwestern states: Arizona, California, Colorado, Idaho, Nevada, New Mexico, Oregon, Texas, Utah, Washington and Wyoming. Zions is a national leader in Small Business Administration lending and public finance advisory services.

Should you have any questions about any aspect of this proposal, please do not hesitate to contact me at (303) 875-6884. We appreciate the opportunity to work with the Town!

Thank You,

Ryan Morrill
Vice President

Town of Fairplay
Series 2025 Lease Purchase Financing
Summary of Terms and Conditions
August 15, 2025

TRANSACTION SUMMARY

Borrower: Town of Fairplay (the "Town")

Lender: Zions Bancorporation, N.A. (the "Bank")

Principal: Approximately $360,000.

Purpose: To fund the acquisition of two separate properties within the Town's boundaries near the water plant and to pay for costs associated with issuance.

Security/Source of Repayment: Leasehold interest in the subject properties. Rental payments from the Town to the Bank to be subject to annual appropriation of the Town.

Lease Maturity: Leasehold interest to expire at the earlier of receipt of full lease payments or 10 years past maturity.

Tax Status: This proposal assumes that interest on the 2025 Lease will be considered tax-exempt for federal income tax purposes. Bond counsel to provide a validity opinion and tax opinion at closing at the Town's expense.

Bank Qualification: It is assumed that the 2025 Lease will be designated as bank qualified.

Closing Date: A date mutually agreeable to the Borrowers and the Bank, currently anticipated as 12/11/2025.

TRANSACTION DETAILS

Financing Term: Approximately 10 years. Lease will fully amortize over the selected term.

Amortization: Interest will be paid on each 6/1 and 12/1 beginning 6/1/2026. Principal will be paid annually on each 12/1, beginning 12/1/26 through maturity.

Interest Rate: Tax-exempt, bank qualified rate of 5.15% fixed for the term.

Interest Rate Lock: The interest rate quoted is fixed through the projected closing date of 12/11/25. Should closing not take place by then, the interest rate would be adjusted based on prevailing market conditions.

Prepayment Option: The 2025 Lease may be prepaid, in whole or in part, anytime at par plus accrued interest with 30 days' prior written notice.

Commitment Fee: $3,500. The commitment fee may be rolled into the loan amount at the Town's option.

Covenants: No additional leases to encumber the subject properties.

Bank Counsel: It is anticipated that internal counsel will be utilized for document review and approval, therefore our bank counsel fee is $0.

<u>OTHER TERMS</u>

Financial Reporting: 1. Borrower to make available Audited Annual Financial Statements on the earlier of either 2 weeks following audit completion or 270 from days fiscal year end.

2. Borrower to make available Annual Budget showing line item for planned appropriation within 60 calendar days from prior fiscal year end.

3. Other reasonable information upon request.

Conditions Precedent: Usual and customary conditions to issuance of the financing including:

- Opinion of bond counsel, addressed to Zions Bancorporation, N.A., relating to the legality and validity of the 2025 Lease.
- Resolution of the Borrower's governing body.
- Borrower's counsel's opinion including no adverse litigation and no adverse contracts (for non-general obligation bonds).
- Certificate from authorized officers of the Borrowers, in form and substance acceptable to the Lender, to the effect that the representations and information of the Borrower contained in the
- Purchase Agreement (if any) are true and correct when made and as of the closing.
- Acknowledgement of the costs of issuance budget with respect to the issuance.

Role of Bank as Lender: The Lender is acting solely for its own account and presently intends to hold the 2025 Lease until maturity. The Lender is not a fiduciary for the Borrowers or broker/dealer, municipal securities underwriter or municipal advisor. The Lender has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the Borrowers with respect to the proposed issuance. The Borrowers shall represent in the 2025 Lease documentation that the Borrowers have sought and obtained financial, legal, tax and accounting and other advice (as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance from its financial, legal and other advisors (and not the Lender) to the extent that the Borrowers desired to obtain such advice.

Restrictions: The Lender has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the issuance. The Lender will sign an Investor Letter acknowledging the same, at the request of the Borrowers.

AGREED AND ACCEPTED:

Authorized Signer Date

____

Signature

VECTRABANK COLORADO

Proposed Amortization Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/11/2025	-	-	-	-	-
06/01/2026	-	-	8,755.00	8,755.00	-
12/01/2026	30,000.00	5.150%	9,270.00	39,270.00	48,025.00
06/01/2027	-	-	8,497.50	8,497.50	-
12/01/2027	30,000.00	5.150%	8,497.50	38,497.50	46,995.00
06/01/2028	-	-	7,725.00	7,725.00	-
12/01/2028	30,000.00	5.150%	7,725.00	37,725.00	45,450.00
06/01/2029	-	-	6,952.50	6,952.50	-
12/01/2029	35,000.00	5.150%	6,952.50	41,952.50	48,905.00
06/01/2030	-	-	6,051.25	6,051.25	-
12/01/2030	35,000.00	5.150%	6,051.25	41,051.25	47,102.50
06/01/2031	-	-	5,150.00	5,150.00	-
12/01/2031	35,000.00	5.150%	5,150.00	40,150.00	45,300.00
06/01/2032	-	-	4,248.75	4,248.75	-
12/01/2032	40,000.00	5.150%	4,248.75	44,248.75	48,497.50
06/01/2033	-	-	3,218.75	3,218.75	-
12/01/2033	40,000.00	5.150%	3,218.75	43,218.75	46,437.50
06/01/2034	-	-	2,188.75	2,188.75	-
12/01/2034	40,000.00	5.150%	2,188.75	42,188.75	44,377.50
06/01/2035	-	-	1,158.75	1,158.75	-
12/01/2035	45,000.00	5.150%	1,158.75	46,158.75	47,317.50
Total	$360,000.00	-	$108,407.50	$468,407.50	-

MEMORANDUM

TO: Fairplay Board of Trustees

FROM: Deron Dircksen, PE, Senior Engineer II

DATE: October 20, 2025

RE: **Summit Habitat for Humanity: Easement Agreement - Water and Sanitary Sewer**

Dear Board of Trustees:

This Memo is for Summit Habitat for Humanity located on Castello Avenue for Easement Agreement – Water and Sanitary Sewer

Easement Agreement: Water and Sanitary Sewer

This Easement Agreement is between Summit Habitat for Humanity (Habitat) and the Town of Fairplay (Town). Habitat is granting to the Town a 2-feet wide, 137.39-feet long easement for water and sanitary sewer. This 2-feet wide strip will be located on Lot 7 and Lot 8 Summit Habitat for Humanity, according to the plat recorded June 23, 2022, Reception #793920A, County of Park, State of Colorado.

The reason for this 2-feet wide easement is that Lots 1, 2, and 3 (across the driveway) constructed their porches into the existing Water and Sanitary Sewer Easement. To protect the town and make the easement whole, this 2-feet wide easement will help provide the town appropriate access to the Town's public water main and public sanitary sewer main. (Please see exhibit on next page.)

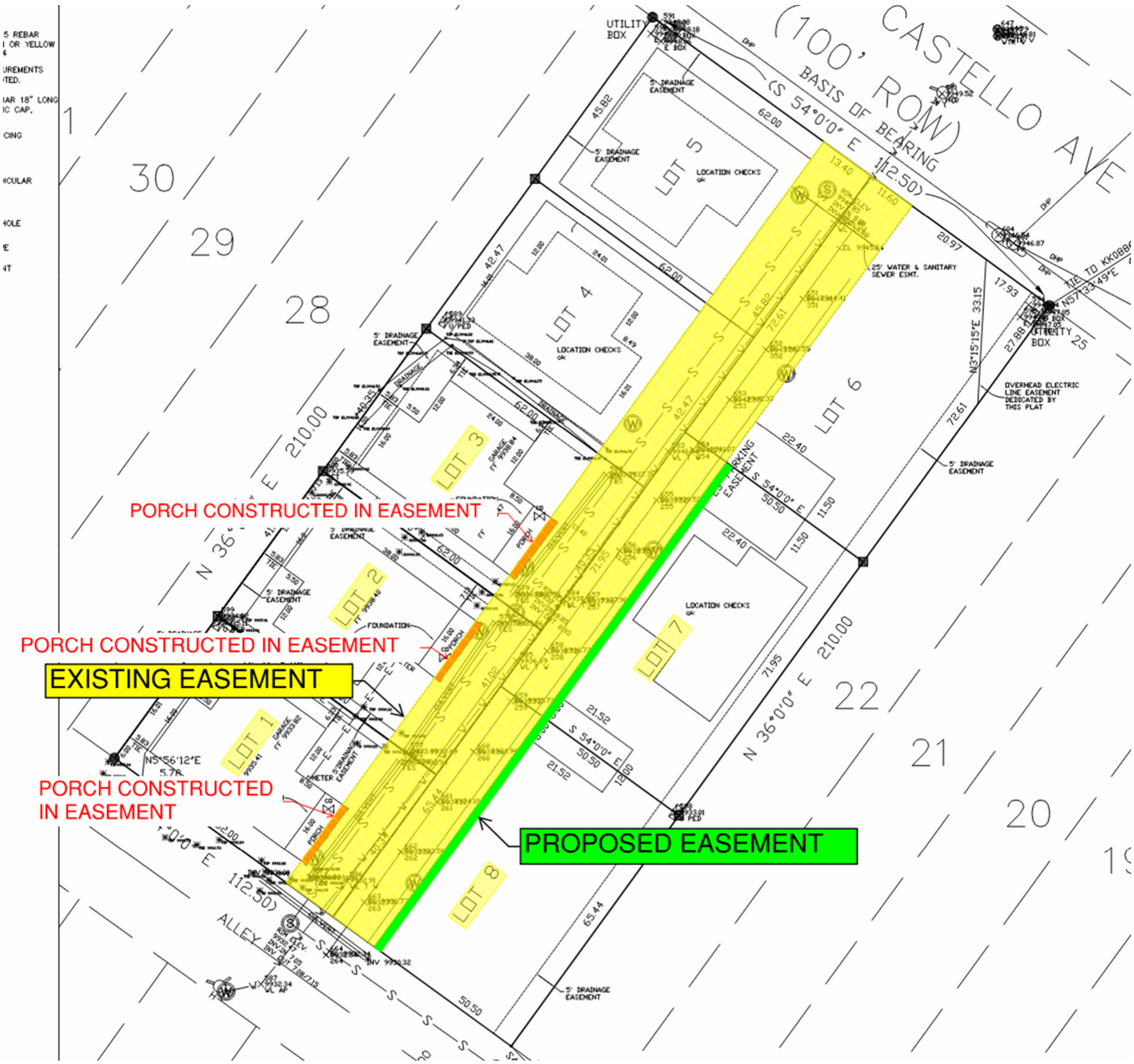
Recommendation:

Staff recommends approval of the Easement Agreement – Water and Sanitary Sewer

Attachments:

- 20251020_Easement Agreement Water and Sanitary Sewer
- Lot 7 8 Signed 10-3-25_

EXHIBIT:



File location: I:\2018\2018-499-TownofFairplay\007-HabitatForHumanity\E-Reports\SGM\Board Packet 251020

NON-EXCLUSIVE
EASEMENT AGREEMENT – WATER AND SANITARY SEWER

THIS EASEMENT AGREEMENT (“Easement”) is made this ____ day of ____________, 2025, between **SUMMIT HABITAT FOR HUMANITY, INC**. a Colorado nonprofit corporation ("Grantor"), and the **TOWN OF FAIRPLAY**, a municipal corporation of the State of Colorado (the "Town"), whose legal address is 901 Main Street, Fairplay Colorado 80440.

RECITALS

WHEREFORE, Grantor is the owner of the following described real property located in the Town of Fairplay, County of Park, State of Colorado:

LOTS 7 & 8
SUMMIT HABITAT FOR HUMANITY, ACCORDING TO THE PLAT
RECORDED JUNE 23, 2022 UNDER RECEPTION NO. 793920A
COUNTY OF PARK, STATE OF COLORADO

Generally known as: 525 & 527 Castello Avenue, Fairplay, CO 80440

(Hereinafter “Grantor Property”).

WHEREFORE, the Grantor Property is served by a 25’ Access, Drainage and Utility Easement over and along the Grantor Property’s northerly boundary (“Platted Easement”); and

WHEREFORE, Grantor and the Town now desire to extend the water and sanitary sewer utility portion of the Platted Easement an additional two feet (2’) southerly onto the Grantor Property under the terms of this Easement.

WITNESSETH

For good and valuable consideration, receipt whereof is acknowledged, Grantor hereby grants to the Town, its successors and assigns, a permanent right to enter, reenter, occupy and use the hereinafter described property (the "Easement Premises") to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove, and operate one or more underground water pipelines and sanitary sewer pipelines, and all underground and surface appurtenances thereto, of such size and capacity as necessary or required by the Town to provide adequate water and sanitary sewer service to the Town’s residents and other community members, in, through, over, under, and across the Easement Premises, which is situate in the County of Park, State of Colorado, and more fully described on **Exhibit A** attached hereto and incorporated herein by reference.

IT IS HEREBY MUTUALLY COVENANTED AND AGREED by and between the parties as follows:

1. The Town shall have and may exercise the right of ingress and egress in, to, over, under, through and across the Easement Premises for any purpose arising from or related to the installation, maintenance and operation and public or private use of the Town’s water system and sanitary of sewer service system or any other use provided for herein.

2. Grantor shall neither cause nor permit the parking or storage of vehicles or other goods or equipment, or the construction or placement of any structure or building, street light, power pole, fence, yard light, mailbox or sign, temporary or permanent, or the planting of any tree, woody plant or nursery stock, of any kind, on any part of the Easement Premises; provided, however, the Town acknowledges the Easement Premises is crossed, or will be crossed in the future, by the paved and/or concrete driveways and walkways serving the residences on the Grantor Property, and utility services lines serving the residences on the Grantor Property. The Town agrees the existence or future construction of such improvements within the Easement Premises and the day-to-day use thereof, including those uses typical of walkways and driveways in Park County, Colorado, shall not be a violation of this Easement. Any prohibited use or installation located on the Easement Premises as of or after the date of this Agreement may be removed by the Town at Grantor's expense without liability to the Town for damages arising therefrom.

3. After any construction or other operations by the Town which disturb the surface of the Easement Premises, the Town will restore the Easement Premises as nearly as may reasonably be done to the grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate the Town’s water system and sanitary of sewer service system facilities. For a period of one year following disturbance of the surface of the Easement Premises by the Town, the Town will maintain

the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by the Town.

4. The Town shall have and may exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights herein granted. It is specifically agreed that Grantor shall neither take nor permit any action which would impair the earth cover over, or the lateral or subjacent support for, any of the Town's water system and sanitary of sewer service system lines or appurtenances within the Easement Premises.

5. Grantor retains the right to the undisturbed use and occupancy of the Easement Premises insofar as such use and occupancy is consistent with and does not unreasonably impair any grant or covenant herein contained.

6. Grantor warrants that it has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the Town in the exercise of its rights hereunder against any defect in title or in Grantor's right to make said grant.

7. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

8. Grantor reserves the right to authorize other public utilities such as sanitary or storm sewer, gas, electric, telephone, and cable TV lines, to be installed in the Easement Premises, provided that they do not unreasonably interfere with the Town's rights herein granted, that public utilities crossing the Easement Premises cross at approximately right angles, and that no utilities be permitted to parallel the Town's facilities within ten feet thereof. Except for utilities as herein authorized and for roadways, all surface and subsurface utility uses of the Easement Premises must be approved in writing by the Town before installation. Unauthorized or non-conforming utility installations may be removed by the Town without liability for damages arising therefrom.

9. This writing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

GRANTOR:

SUMMIT HABITAT FOR HUMANITY, INC.

____
Signature

____
Printed Name

____
Title

STATE OF COLORADO)
) ss.
COUNTY OF ______________)

The foregoing instrument was acknowledged before me by __________________, as _________________ of Summit Habitat for Humanity, Inc. this ____ day of ___________, 2025.

My commission expires:_________________________________.

Witness my hand and official seal.

____
Notary Public

[S E A L]

TOWN OF FAIRPLAY, COLORADO

By:____
Frank Just, Mayor

ATTEST:

____

Janell Sciacca, Town Clerk

[TOWN SEAL]

EXHIBIT A

Legal Description of Easement Premises

See Attached.

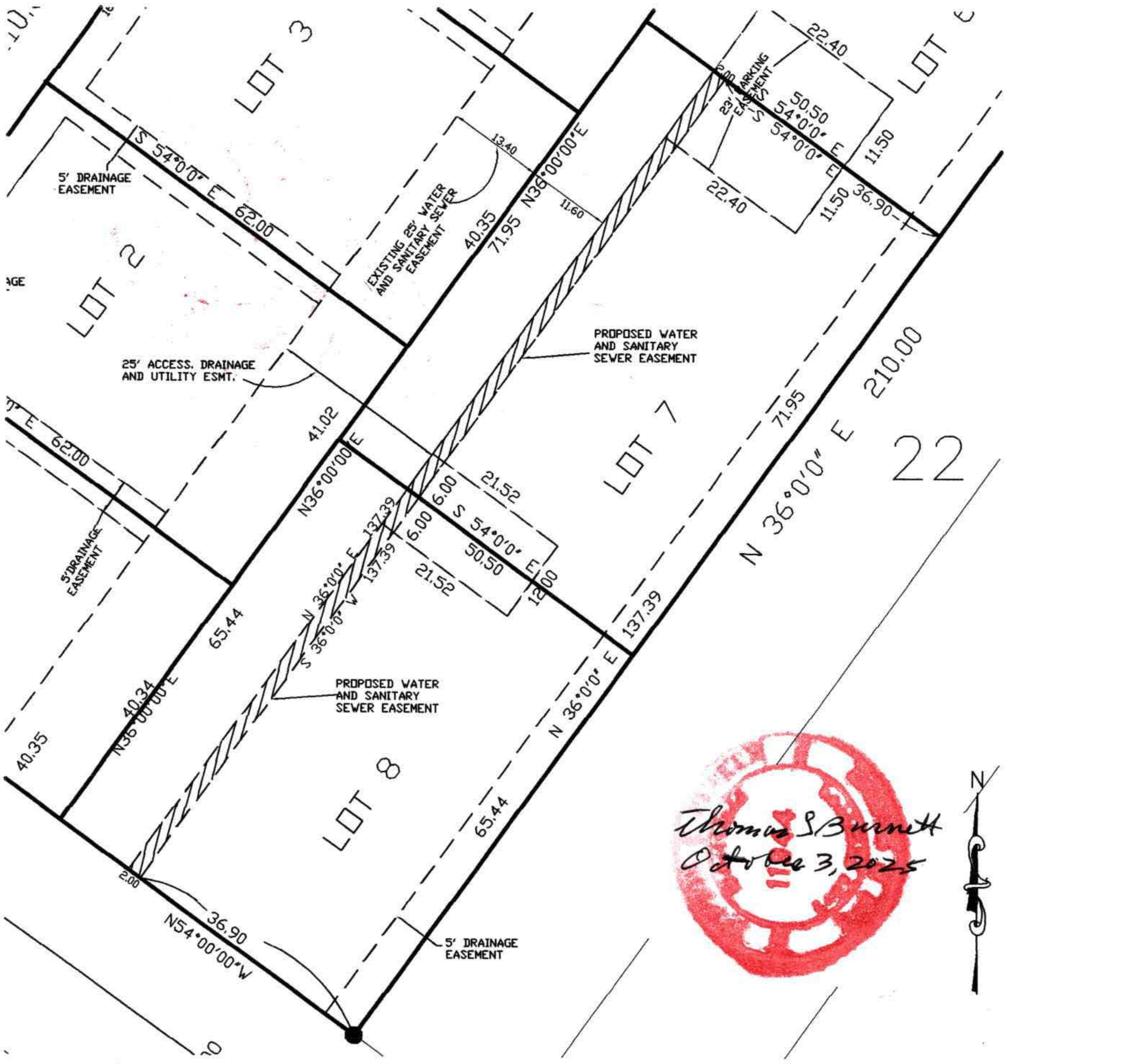


EXHIBIT B

EASEMENT DESCRIPTION

THIS EXHIBIT REFLECTS A 2 FOOT WATER AND SANITARY SEWER EASEMENT, ON LOTS 7 AND 8, SUMMIT HABITAT FOR HUMANITY, RECEPTION # 793920 AS REFLECTED HEREIN, FOR WATER AND SANITARY SEWER MORE PARTICULARLY *DESCRIBED AS FOLLOWS:*

BEGINNING AT THE SE CORNER OF SAID LOT 8, THENCE N54°00'00"W ALONG THE SOUTH LINE OF SAID LOT 8 FOR A DISTANCE OF 36.90' TO THE POINT OF BEGINNING, SAID POINT BEING THE SE CORNER OF THE SAID 2' WIDE EASEMENT, THENCE N54°00'00"W CONTINUING ALONG THE SAID SOUTH LINE OF SAID LOT 8 FOR A DISTANCE OF 2.00', *THENCE*
N36°00'00"E ALONG THE EASTERLY LINE OF THE EXISTING 25 FOOT WATER AND SANITARY SEWER EASEMENT FOR A DISTANCE OF 137.39' TO A POINT ON THE NE LINE OF SAID LOT 7, THENCE S54°00'00"E FOR A DISTANCE OF 2.00', THENCE S36°00'00"W FOR A DISTANCE OF 137.39' TO THE SE CORNER OF THE SAID 2' WIDE EASEMENT, THE POINT OF BEGINNING.

BURNETT LAND SURVEYING 351 U.S. HIGHWAY 285 SUITE 104 P.O. BOX 1953 FAIRPLAY CO 80440	HABITAT FOR HUMANITY FAIRPLAY, COLORADO	JOB NO. 2022-415 DRAWN BY: TLB DATE: SEPT.16, 2025 SCALE: 1"= 20' FILE: 2022-415	EASEMEMT LEGAL DESCRIPTION	10 0 15 20 SCALE: 1"= 20' SHEET 1 REVISED: OCT. 2, 2025

Account #	Account Description	2022 Final Actual - Budgetary Basis	2023 Final Actual - Budgetary Basis	2024 Final Actual - Budgetary Basis	2025 Adopted	2025 Actual 6/31/2025	2025 AMENDED	2026 PROPOSED
GENERAL FUND - REVENUE	BEGINNING FUND BALANCE	$ 2,056,902	$ 3,101,288	$ 3,989,003	$ 3,023,045			
	TAXES							
10-40-05	AD VALOREM TAX (Current Taxes)	234,253	236,521	334,859	314,758	285,898.34	314,758	300,000
10-40-10	SPEC. OWNERSHIP TAX (SO Taxes)	28,860	28,947	28,384	25,000	14,340.08	20,000	20,000
10-40-30	INTEREST ON PROPERTY TAX (Interest)	737	882	1,240	600	134.99	350	500
10-40-40	DELINQUENT TAXES	300	-	0		-801.86	1,000	500
10-40-55	50% SHAREBACK OF R&B LEVY	8,125	6,986	6,020	8,000	5,672.83	8,000	8,000
10-40-60	MOTOR VEHICLE REGISTRATION (Dis Lic Fees)	4,199	3,888	3,920	4,000	1,884.88	2,500	2,500
10-40-70	SALES TAX (.75)	1,566,501	1,596,916	1,539,511	1,500,000	531,586.77	1,500,000	1,500,000
10-40-75	SALES TAX - STREETS (.25)	522,167	532,305	513,170	500,000	177,245.59	500,000	500,000
10-40-80	HIGHWAY USER'S TAX	37,564	38,382	44,998	35,000	21,873.67	35,000	35,000
10-40-85	SEVERANCE TAX	11,678	13,919	13,819	14,000	0	2,500	13,000
10-40-86	MINERAL LEASE REVENUE	581	1,201	913	1,000	0	1,000	1,000
10-40-90	CIGARETTE TAX	3,434	4,504	3,230	2,000	1,241.99	2,000	2,500
10-40-96	LODGING TAX	52,596	48,875	47,341	45,000	15,302.00	45,000	30,000
	TOTAL	**$ 2,470,995**	**$ 2,513,326**	**$ 2,537,403**	**$ 2,449,358**	**$ 1,054,379**	**$ 2,432,108**	**$ 2,413,000**
	LICENSES							
10-41-10	LIQUOR LICENSES	5,783	4,159	6,232	6,000	2,197.50	3,500	3,500
10-41-30	DOG LICENSES	98	130	80	100	35	100	100
10-41-32	LIVESTOCK PERMITS	75	25	0	50	0	-	-
10-41-34	COMMERCIAL FLY FISHING PERMIT	450	1,050	750	1,000	500	1,000	1,000
10-41-39	PLAN REVIEW FEE		9,407	0	-	1,416.81	3,000	5,000
10-41-40	*BUILDING PERMITS	14,567	29,190	11,614	10,500	16,607.70	20,000	20,000
10-41-41	* SURCHARGE: STREETS 5%	968	1,458	211	1,000	614.13	1,000	1,500
10-41-42	* SURCHARGE: PARKS & REC 5%	968	1,458	269	1,000	614.13	1,000	1,500
10-41-45	EZ BUILDINGS PERMITS	-	375	0	-	0	-	-
10-41-50	FRANCHISE TAX (Xcel 3% Fee) (CNG 5%)	74,719	84,998	89,833	72,500	36,267.52	72,500	90,000
10-41-60	GOLD PANNING PERMITS/DONATIONS	8,350	6,875	8,872	8,000	4,670.00	8,000	8,000
10-41-70	BUSINESS LICENSES	7,100	12,275	7,550	6,500	8,690.00	9,000	9,000
10-41-74	SHORT TERM RENTAL PERMIT	4,500	6,600	4,200	4,000	300	4,000	6,000
10-41-80	SIGN PERMITS	762	-	150	-	0		
*10-41-90	* EXCAVATION PERMITS	539	-	0	-	0		
*10-41-92	* MECHANICAL PERMIT/ELECTRICAL	983	-	1,189	-	0		
*10-41-94	* STREET CUT	500	-	550	-	0	-	
*10-41-96	* FENCE PERMIT	290	-	75	-	0	500	
10-41-97	SPECIAL EVENTS PERMIT	1,780	1,210	634	500	200		500
*10-41-98	* RESIDE/REROOF PERMIT	3,900	-	275	-	0	-	-
	TOTAL	**$ 126,330**	**$ 159,209**	**$ 132,484**	**$ 111,150**	**$ 72,113**	**$ 123,600**	**$ 146,100**

Account #	Account Description	2022 Final Actual - Budgetary Basis	2023 Final Actual - Budgetary Basis	2024 Final Actual - Budgetary Basis	2025 Adopted	2025 Actual 6/31/2025	2025 AMENDED	2026 PROPOSED
	FEES							
10-42-60	DEVELOPMENT ESCROW / DEPOSITS	-	-	13,216	-	14,443.75	15,000	15,000
10-42-75	PLANNING & DEVELOPMENT FEES	2,575	2,010	5,742	5,000	875.00	1,000	1,000
10-42-80	PLASTIC BAG FEES		3,304	2,276	1,000	271.2	300	300
10-42-90	COPIES & FAXES	231	52	0	-	8.65	10	-
10-42-91	IMPACT FEES - PUBLIC SAFETY				-	-	-	-
10-42-92	IMPACT FEES - STORM DRAINAGE & STREETS				-	-	-	-
10-42-93	IMPACT FEES - FACILITIES				-	-	-	-
10-42-94	IMPACT FEES - PARKS				-	-	-	-
	TOTAL	**$ 2,806**	**$ 5,366**	**$ 21,234**	**$ 6,000**	**$ 15,599**	**$ 16,310**	**$ 16,300**
	TRANSPORTATION							
10-43-05	RIDERSHIP REVENUE	-	-	0	-	-	-	82,955
10-43-10	GRANT REVENUE		-	0	100,120	-	-	10,000
10-43-90	MISCELLANEOUS REVENUE	-	-	0	-	-	-	-
10-43-91	INSURANCE PROCEEDS	-	-	-	-	-	113,000	-
	TOTAL	**$ -**	**$ -**	**$ -**	**$ 100,120**	**$ -**	**$ 113,000**	**$ 92,955**
	LAW ENFORCEMENT							
10-45-05	TRAFFIC FINES	7,630	7,225	20,856	20,000	8,425.00	20,000	20,000
10-45-10	SURCHARGE: POLICE TRAINING ($15.00)	1,432	1,425	3,710	3,500	2,090.00	3,500	3,500
10-45-15	COURT COSTS $31.00	310	434	402	300	372	300	300
10-45-20	DEFAULT/OJW FEES $30.00	-	-	90	60	60	-	-
10-45-25	FUEL SURCHARGE ($2.50)		-	22	500	382.5	500	500
10-45-26	FACILITIES SURCHARGE ($7.50)		-	117	1,500	997.50	1,500	1,500
10-45-30	OTHER FINES	100	260	135	200	890	1,000	500
10-45-35	AVIS FINES	-	-	0		17,254.00	50,000	50,000
10-45-45	ALMA IGA	-	-	120,861	100,000	0	100,000	100,000
10-45-46	SPECIAL DUTY REIMBURSEMENT			11,100	-	0	-	-
10-45-55	NATIONAL NIGHT OUT DONATIONS			0		2,236.39	2,500	2,500
10-45-80	VIN INSPECTIONS	3,619	2,180	215	200	180	200	200
10-45-85	CDOT LEAF GRANT			0		0	-	-
10-45-90	MISCELLANEOUS	11,267	3,666	2,634	1,000	44,698.91	45,000	1,000
10-45-95	GRANTS - EQUIPMENT	30,960	-	3,570	-	67,828.32	70,000	-
10-45-96	GRANTS - HVE	-	-	2,950	2,000	2,050.00	3,000	-
	TOTAL	**$ 55,318**	**$ 15,190**	**$ 166,661**	**$ 129,260**	**$ 147,465**	**$ 297,500**	**$ 180,000**
	INTEREST							
10-46-05	INTEREST ON COLOTRUST	37,599	160,546	164,981	125,000	73,313.87	125,000	125,000
10-46-30	INTEREST ON CHECKING	381	394	339	250	121.23	250	250
10-46-40	**OTHER FINANCING SOURCES (NEW)**			44,298			250	250
	TOTAL	**$ 37,980**	**$ 160,941**	**$ 209,618**	**$ 125,250**	**$ 73,435**	**$ 125,250**	**$ 125,250**

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	EVENTS							
10-47-39	FOURTH OF JULY	5,697	7,006	11,181	10,000	7,495.80	7,500	10,000
10-47-41	BURRO MUSEUM DONATIONS			0		0	100	0
10-47-50	TGIFAIRPLAY SUMMER CONCERTS	16,636	14,696	9,811	10,000	8,553.18	10,000	10,000
10-47-52	REAL COLORADO CHRISTMAS	-	-	1,500	500	0	500	500
10-47-56	BURRO DAYS	55,601	73,151	86,560	65,000	17,317.91	85,000	85,000
10-47-59	RETAIL SALES	2,284	1,159	673	2,500	353.69	2,500	10,000
10-47-65	MARDI GRAS	6,200	10,360	14,100	15,000	13,383.75	15,000	15,000
10-47-66	FALL FESTIVAL		-	1,131	5,000	0	5,000	5,000
10-47-90	MISCELLANEOUS REVENUE-EVENTS	-	1,403	2,545	3,000	3,946.80	3,000	3,000
	TOTAL	**$ 86,418**	**$ 107,775**	**$ 127,500**	**$ 111,000**	**$ 51,051**	**$ 128,600**	**$ 138,500**
	MISCELLANEOUS							
10-47-00	MISCELLANEOUS INCOME	15,109	48,982	4,139	10,000	7,173.30	8,000	5,000
10-47-10	CEMETERY	408	300	750	300	450.00	500	500
10-47-38	TOWN CLEAN UP DONATIONS	135	600	887	1,000	888	1,000	1,000
10-47-49	STREET LIGHTS	10,930	11,025	10,783	10,000	5,413.70	10,000	10,000
10-47-62	501 MAIN - RENT & UTILITY	1,513	1,170	2,717	2,000	100	2,000	2,000
10-47-63	UNIV OF DENVER EXEC ED		-	0	8,400	8400	-	-
10-47-75	COMMERCIAL FISHING FEES	7,321	8,228	8,782	6,000	-	6,000	6,000
10-47-81	GRANT - COHEN PARK PLAYGROUND	92,739	-	0	-	-	-	-
10-47-82	CAMPING PERMITS/FACILITY USE	500	740	415	500	154.5	500	500
10-47-83	GRANT - FEDERAL		-	0	-	-	-	-
10-47-86	GRANT - 501 MAIN STREET		-	0	-	-	-	-
10-47-87	GRANT - ARPA			197,812		-		
10-47-88	GRANT - RIVER PARK		-	0	1,000,000	324,772.77	-	-
10-47-91	TOWN HALL RENT REVENUE	12,397	12,397	12,407	18,000	0	15,000	15,000
	TOTAL	**$ 141,052**	**$ 83,442**	**$ 238,692**	**$ 1,056,200**	**$ 347,352**	**$ 43,000**	**$ 40,000**
	TOTAL GENERAL FUND REVENUE	**$ 2,920,898**	**$ 3,045,247**	**$ 3,433,592**	**$ 4,088,338**	**$ 1,761,394**	**$ 3,279,368**	**$ 3,152,105**
	TOTAL AVAILABLE RESOURCES	**$ 4,977,800**	**$ 6,146,535**	**$ 7,422,596**	**$ 7,111,383**	**$ 1,761,394**	**$ 3,279,368**	**$ 3,152,105**

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GENERAL FUND - EXPENSES								
	ADMINISTRATION							
10-50-02	401A EMPLOYER MATCH	3,798	7,349	10,065	13,500	4,753.86	13,500	15,250
10-50-05	SALARIES	127,777	257,107	362,095	263,845	178,981.26	263,845	305,000
10-50-10	EMPLOYEE HEALTH & WELLNESS	-	3,704	6,464	15,000	337.62	15,000	15,000
10-50-11	SS/MEDICARE EXPENSE	10,103	19,952	27,231	20,825	12,274.39	20,825	23,333
10-50-12	UNEMPLOYMENT EXPENSE	260	558	3,402	545	1,915.05	545	3,050
10-50-13	EMPLOYEE HEALTH INSURANCE	33,760	40,647	59,536	37,395	21,958.53	37,395	60,000
10-50-14	WORKER'S COMPENSATION	667	468	1,272	2,083	13,052.88	2,083	1,155
10-50-15	EDUCATION	1,654	4,194	4,631	5,000	1,436.92	5,000	5,000
10-50-16	ADMIN VEHICLE	5,885	6,000	6,165	6,000	3,758.17	6,000	6,000
10-50-23	TOWN HALL EXPENSE - UTILITIES	7,252	7,109	6,441	7,000	2,501.10	7,000	7,000
10-50-25	TOWN HALL EXPENSE - REPAIR & MAINT	4,817	18,401	63,946	30,000	3,684.50	30,000	20,000
10-50-27	TOWN HALL EXPENSE - SUPPLIES	895	1,287	824	1,000	521	1,000	1,000
10-50-30	OFFICE SUPPLIES	2,901	4,649	3,716	2,000	1,045.99	2,000	2,500
10-50-32	EQUIPMENT RENTAL	4,635	6,944	3,056	5,500	1,981.16	5,500	5,500
10-50-35	POSTAGE EXPENSE	1,141	426	676	600	302.1	600	600
10-50-40	BANK/CREDIT CARD FEES	4,081	5,306	7,041	4,000	5,416.29	4,000	5,000
10-50-50	ELECTION EXPENSE	-	-	104	-	0	-	3,000
10-50-55	BOARD OF TRUSTEE SALARIES	1,470	1,755	2,093	2,340	1,770.00	2,340	2,500
10-50-57	TOWN ATTORNEY LEGAL SERVICES	16,155	23,805	16,213	40,000	52,505.46	75,000	75,000
10-50-58	BUILDING OFFICIAL CONTRACT	11,564	27,182	12,980	15,000	4,835.51	15,000	25,000
10-50-60	COMPUTER/SOFTWARE/SUPPORT	52,108	34,204	28,547	40,000	23,195.14	40,000	40,000
10-50-65	TELEPHONE/INTERNET	11,265	13,096	7,613	7,500	1,393.94	7,500	8,000
10-50-70	MISCELLANEOUS EXPENSE	6,016	21,110	2,856	10,000	7,743.35	10,000	10,000
10-50-75	CODIFICATION & WEBSITE	2,051	1,864	3,004	25,000	17,363.49	25,000	15,000
10-50-76	ESTIP AGREEMENT	15,915	20,808	35,642	25,000	5,967.87	25,000	200,000
10-50-80	VEHICLE RENTAL PAYMENT TO ISF	-	-	0	-		-	-
10-50-90	CAPITAL OUTLAY		36,483	**44,298**			45,000	45,000
	TOTAL	**$ 326,168**	**$ 564,406**	**$ 719,912**	**$ 579,133**	**$ 368,696**	**$ 659,133**	**$ 898,887**

Account #	Account Description	2022 Final Actual - Budgetary Basis	2023 Final Actual - Budgetary Basis	2024 Final Actual - Budgetary Basis	2025 Adopted	2025 Actual 6/31/2025	2025 AMENDED	2026 PROPOSED
GENERAL FUND - EXPENSES								
	COMMUNITY DEVELOPMENT							
10-51-05	PROFESSIONAL FEES	17,692	21,766	43,049	45,000	34,336.96	45,000	60,000
10-51-07	PROFESSIONAL FEES-BILL BACKS	-	2,228	42,447	35,000	23,008.00	35,000	35,000
10-51-10	EDUCATION/BENEVOLENCE(Board Members)	6,095	9,908	13,073	20,000	14,191.03	20,000	25,000
10-51-20	VISITOR CENTER	4,952	3,126	13,784	10,000	7,423.01	10,000	10,000
10-51-25	GRANTS EXPENSE-ARPA			197,812	-	0.00	-	-
10-51-26	SCHOLARSHIPS	-	-	-		2,500.00	7,500	10,000
10-51-30	MARKETING	14,696	14,946	25,941	15,000	12,181.89	15,000	10,000
10-51-34	TOWN BEAUTIFICATION	14,524	11,452	9,474	12,500	8,829.00	12,500	12,500
10-51-35	TOWN CLEAN UP DAY	7,433	11,926	15,049	12,000	11,744.95	12,000	12,000
10-51-40	DUES AND MEMBERSHIPS	625	1,483	1,125	1,500	700	1,500	1,000
10-51-45	WORKFORCE HOUSING	-	5,000	0	100,000	0	100,000	100,000
10-51-75	DONATIONS	3500	4,250	10,000	10,000	3,650.93	10,000	10,000
10-51-76	EMERGENCY SUPPLIES	-	-	0	3,000	0	3,000	3,000
10-51-80	FAIRPLAY FORWARD PROJECTS	-	-	0	-	0	-	-
10-51-81	COMP PLAN/LUC UPDATE	0	-	0	10,000	0	10,000	75,000
10-51-85	PROPERTY IMPROVEMENT INCENTIVE PLAN	3,287	3,836	6,926	20,000	508.00	20,000	20,000
10-51-86	850 HATHAWAY-BUS BARN	17,958	9,445	0	-	0	-	-
10-51-95	501 MAIN STREET -UTILITIES/OTHER	18,777	16,166	13,878	25,000	16,114.40	25,000	25,000
10-51-96	501 MAIN STREET-REMODEL	516	59,851	644,448	300,000	102,827.41	300,000	200,000
10-51-98	501 MAIN STREET-REPAIRS		28,380	0	2,500	11.99	115,000	10,000
	TOTAL	**$ 110,055**	**$ 203,762**	**$ 1,037,008**	**$ 621,500**	**$ 238,028**	**$ 741,500**	**$ 618,500**
	COMMUNITY DEVELOPMENT/EVENTS							
10-51-50	TGIFAIRPLAY CONCERTS	15,121	25,647	21,542	20,000	11,726.91	20,000	20,000
10-51-62	BURRO DAYS	58,322	57,515	112,619	60,000	34,358.40	60,000	60,000
10-51-66	MARDI GRAS	9,244	10,455	15,429	15,000	12,653.83	15,000	20,000
10-51-70	MISC EVENTS	2,002	3,254	2,963	5,000	1,257.25	5,000	5,000
10-51-71	FIREWORKS/4TH OF JULY	17,882	34,671	39,361	35,000	27,384.34	35,000	40,000
10-51-67	FALL FESTIVAL		-	10,113	10,000	165.41	10,000	10,000
10-51-74	REAL COLORADO CHRISTMAS	2,826	2,430	3,484	3,000	-166.67	3,000	3,000
	TOTAL	**$ 105,397**	**$ 133,972**	**$ 205,512**	**$ 148,000**	**$ 87,379**	**$ 148,000**	**$ 158,000**

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	TRANSPORTATION							
10-52-02	401A EMPLOYER MATCH	-	-	-	3,000	45.81	3,000	1,500
10-52-03	401A EMPLOYER MATCH-CDOT GRANT	45.81		-		45.81	-	1,500
10-52-05	SALARIES	-	-	1,134	60,000	1,527.00	60,000	30,000
10-52-06	SALARIES-CDOT GRANT			0		1,527.00		30,000
10-52-08	HEALTH INSURANCE/WELLNESS	-	-	0	-	0.00	-	15,000
10-52-09	HEALTH INSURANCE/WELLNESS-CDOT GRANT	-	-	0	-	0.00	-	15,000
10-52-10	SS/MEDICARE EXPENSE-CDOT GRANT			0		116.82		2,295
10-52-11	SS/MEDICARE EXPENSE	-	-	29	4,590	116.82	4,590	2,295
10-52-12	UNEMPLOYMENT EXPENSE	-	-	28	120	35.42	120	60
10-52-13	UNEMPLOYMENT EXPENSE-CDOT GRANT			0		35.42		60
10-52-14	WORKER'S COMPENSATION	-	-	50	1,000	1,000.00	1,000	1,000
10-52-15	DRIVER TRAINING/PHYSICALS	-	-	3,345	2,000	0	2,000	2,000
10-52-30	OFFICE SUPPLIES	-	-	0	1,000	0	1,000	1,000
10-52-35	LIABILITY INSURANCE	-	1,010	0	5,000	0	5,000	2,500
10-52-36	INSURANCE-CDOT GRANT			0		0		2,500
10-52-40	OPERATING SUPPLIES	-	-	0	1,000	85	1,000	500
10-52-41	OPERATING EXPENSES-CDOT GRANT			0		0		500
10-52-45	MISCELLANEOUS	-	120	800	2,500	0	2,500	2,500
10-52-50	PHONE	-	24	456	1,000	86.49	1,000	1,000
10-52-55	UTILITIES	-	-	0	1,500	0	1,500	1,500
10-52-60	VEHICLE MAINTENANCE	-	-	1,256	10,000	0	10,000	10,000
10-52-70	FUEL	-	0	0	10,000	0	10,000	10,000
10-52-75	SUMMIT STAGE FUNDING	0	0	0	18,000	0	18,000	18,000
10-52-80	PROGRAM CONSULTING FEES	0	0	0	0		0	8,000
10-52-85	ADVERTISING / MARKETING	0	0	0	0		0	4,800
10-52-90	VEHICLE PURCHASE							20,000
	TOTAL	**$ 46**	**$ 1,154**	**$ 7,098**	**$ 120,710**	**$ 4,622**	**$ 120,710**	**$ 183,510**
	JUDICIAL							
10-53-02	401A EMPLOYER MATCH	136	148	180	290	98.77	290	200
10-53-05	MUNICIPAL JUDGE SALARY	8,880	9,653	11,381	12,000	7,199.49	12,000	13,000
10-53-10	COURT CLERK	4,682	5,138	5,994	5,768	3,734.29	5,768	6,000
10-53-11	SS/MEDICARE EXPENSE	1,018	1,128	1,372	1,360	734.8	1,360	1,500
10-53-12	UNEMPLOYMENT EXPENSE	26	29	417	36	192.73	36	500
10-53-13	EMPLOYEE HEALTH INSURANCE	1,064	1,102	1,153	1,056	618	1,056	1,750
10-53-14	WORKER'S COMPENSATION	37	37	235	350	350	350	500
10-53-20	COURT ATTORNEY	-	-	0	250		250	500
10-53-30	EDUCATION	-	-	0	250		250	250
10-53-40	OPERATING EXPENSE	205	399	58	250		250	50
10-53-50	DUES AND MEMBERSHIPS	-	-	137	250		250	150
	TOTAL	**$ 16,049**	**$ 17,634**	**$ 20,927**	**$ 21,860**	**$ 12,928**	**$ 21,860**	**$ 24,400**

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	POLICE DEPARTMENT							
10-54-01	POLICE SALARIES	261,836	265,643	522,847	739,113	500,472.23	739,113	765,000
10-54-03	EXTRA DUTY PAY	5,488	-	1,250	-	0	-	-
10-54-04	PART TIME OFFICERS	13,665	8,950	16,843	25,000	28,986.80	25,000	-
10-54-05	PENSION CONTRIBUTION-FPPA	29,111	27,712	90,814	105,694	60,118.59	105,694	153,000
10-54-08	POLICE SALARIES-OVERTIME	16,410	17,454	0	36,956	51,150.03	36,956	40,000
10-54-10	UNIFORMS AND ACCESSORIES	2,540	3,745	7,626	9,000	6,210.08	9,000	5,000
10-54-11	SS/MEDICARE EXPENSE	6,057	5,937	12,954	13,166	8,271.65	13,166	58,523
10-54-12	UNEMPLOYMENT EXPENSE	439	579	3,741	1,529	4,444.84	1,529	7,000
10-54-13	EMPLOYEE HEALTH INSURANCE	83,962	66,465	155,040	176,301	103,090.71	176,301	210,000
10-54-14	WORKER'S COMPENSATION	13,623	12,132	11,624	30,000	30,000.00	40,000	40,000
10-54-15	FUEL	17,851	10,677	24,449	20,000	10,969.95	20,000	10,000
10-54-17	POLICE SALARIES-GRANT			2,950		1,400.00	-	-
10-54-20	VEHICLE MAINTENANCE	10,993	11,224	27,634	25,000	16,457.50	25,000	25,000
10-54-24	PROFESSIONAL TRAINING EXPENSE	2,047	1,025	10,551	6,800	9,411.06	6,800	6,000
10-54-26	IN-SERVICE TRAINING EXPENSE	-	-	302	500	9.24	500	500
10-54-28	VEHICLE RENTAL PYMT TO ISF	24,551	33,410	56,480	88,776	50,359.67	88,776	-
10-54-30	RADAR & RADIO MAINTENANCE	394	352	3,525	4,000	4,305.06	4,000	4,000
10-54-32	AMMUNITION	-	-	0	400	728.32	400	400
10-54-45	OPERATING/OFFICE SUPPLIES	1,657	2,485	1,957	2,500	1,291.90	2,500	2,500
10-54-50	EQUIPMENT	43,508	10,988	46,416	85,000	77,533.19	85,000	40,000
10-54-53	GRANT - EQUIPMENT & SUPPLIES			3,570	-	-	-	
10-54-55	TELEPHONE/INTERNET	6,663	6,735	12,098	10,000	975.81	10,000	12,000
10-54-60	MEMBERSHIPS - DUES	250	50	0	800	250	800	600
10-54-61	UNIV OF DENVER EXEC ED		-	0	8,400	8,400.00	8,400	-
10-54-65	COMPUTER/SOFTWARE/SUPPORT	14,869	29,995	58,080	45,000	14,332.69	45,000	J
10-54-71	NATIONAL NIGHT OUT			0		0		3,000
10-54-75	INVESTIGATIVE SERVICES & SUPPLIES	2,190	1,645	3,571	1,500	172.24	1,500	1,500
10-54-76	RADAR CITATION SERVICES (AVIS/ES)			0	-	7,266.00	25,000	40,000
10-54-78	MISCELLANEOUS		18,959	12,466	-	65.9	-	-
10-54-80	OFFICER RECRUITING	325	12,483	14,124	7,000	2,479.98	7,000	4,000
10-54-87	LIABILITY INSURANCE	10,436	10,329	48,701	55,000	24,390.61	55,000	60,000
10-54-97	PUBLIC RELATIONS	806	407	3,120	5,000	1,664.66	5,000	4,000
	TOTAL	**$ 569,671**	**$ 559,383**	**$ 1,152,733**	**$ 1,502,435**	**$ 1,025,209**	**$ 1,537,435**	**$ 1,492,023**

Account #	Account Description	2022 Final Actual - Budgetary Basis	2023 Final Actual - Budgetary Basis	2024 Final Actual - Budgetary Basis	2025 Adopted	2025 Actual 6/31/2025	2025 AMENDED	2026 PROPOSED
	PUBLIC WORKS							
10-56-01	SALARIES	161,838	145,107	157,991	220,242	142,403.57	220,242	130,000
10-56-02	401A EMPLOYER MATCH	4,678	4,085	4,668	11,012	3,702.10	11,012	6,500
10-56-10	SEASONAL	8,775	6,990	6,530	8,000	5,373.00	8,000	8,000
10-56-11	SS/MEDICARE EXPENSE	12,829	11,453	12,358	17,461	9,771.26	17,461	10,000
10-56-12	UNEMPLOYMENT EXPENSE	236	193	2,677	466	1,888.38	466	2,500
10-56-13	EMPLOYEE HEALTH INSURANCE	27,297	38,466	42,321	79,196	36,364.33	79,196	52,500
10-56-14	WORKER'S COMPENSATION	5,964	9,971	6,537	12,955	12,954.00	12,955	15,000
10-56-15	FUEL	6,287	5,560	7,250	7,000	1,613.42	7,000	5,000
10-56-20	AUTO PARTS		-	401	500	51.06	500	1,000
10-56-25	REPAIRS & MAINT - EQUIPMENT	7,794	13,347	24,306	15,000	13,642.82	15,000	15,000
10-56-30	TOOLS, MAT'LS, & SUPPLIES	4,788	3,529	2,908	5,000	2,499.13	5,000	5,000
10-56-35	EDUCATION - TRAINING	150	382	3,450	5,000	752.22	5,000	5,000
10-56-40	ELECTRIC STREET LIGHTS	12,148	13,710	13,787	15,000	8,610.10	15,000	15,000
10-56-45	TELEPHONE/INTERNET/COMPUTER	3,001	7,920	12,745	10,000	8,903.89	10,000	1,000
10-56-50	MAINTENANCE BUILDING - UTILITY	11,054	10,612	16,435	10,000	10,352.33	10,000	10,000
10-56-55	MAPPING - GIS	5,778	33,872	7,871	40,000	1,985.00	40,000	30,000
10-56-60	VEHICLE/EQUIP RENTAL PYMT TO ISF	49,941	57,391	76,637	60,544	35,317.17	60,544	-
10-56-70	STREETS - REPAIRS & MAINT	212,219	237,052	209,199	300,000	260,653.93	300,000	300,000
10-56-71	SNOWPLOWING		-	0	-	0	-	
10-56-80	UNIFORMS AND SAFETY EQUIPMENT	-	-	1,339	5,000	358.5	5,000	2,500
10-56-82	TOWN SHOP/OFFICE BUILDING REPAIRS	2,536	1,212	9,823	5,000	1,538.84	5,000	5,000
10-56-90	EQUIPMENT AND EQUIPMENT RENTAL	41,813	8,524	41,863	25,000	7,078.00	25,000	20,000
	TOTAL	**$ 579,125**	**$ 609,377**	**$ 661,097**	**$ 852,376**	**$ 565,813**	**$ 852,376**	**$ 639,000**
	PARKS & RECREATION							
10-58-30	TOOLS, MATERIALS, & SUPPLIES	2,444	1,713	471	3,000	461.78	3,000	2,500
10-58-41	PARKS UTILITIES	470	528	512	2,500	269.71	2,500	2,500
10-58-42	VAULT RESTROOMS MAINTENANCE	7,539	5,834	5,900	10,000	1,560.00	10,000	10,000
10-58-50	CEMETERY EXPENSE	980	11,801	589	1,250	509.02	1,250	1,000
10-58-80	FAIRPLAY BEACH EXPENSE		-	8,175	10,000	3,930.97	10,000	20,000
10-58-83	COHEN PARK	129,182	9,859	5,979	20,000	1,576.99	20,000	20,000
10-58-86	FAIRPLAY RIVERPARK	-	-	31,917	1,000,000	644,373.46	1,000,000	-
10-58-87	BURRO PARK	-	-	707	10,000	2,000.00	10,000	100,000
10-58-90	LAND ACQUISITION			0	-	0.00	-	130,000
	TOTAL	**$ 140,615**	**$ 29,735**	**$ 54,251**	**$ 1,056,750**	**$ 654,682**	**$ 1,056,750**	**$ 286,000**

Account #	Account Description	2022 Final Actual - Budgetary Basis	2023 Final Actual - Budgetary Basis	2024 Final Actual - Budgetary Basis	2025 Adopted	2025 Actual 6/31/2025	2025 AMENDED	2026 PROPOSED
	NON/DEPARTMENTAL EXPENSES							
10-61-15	LIABILITY INSURANCE	16,952	22,120	22,998	23,000	12,324.50	23,000	40,000
10-61-17	AUDIT FEES	4,500	4,638	5,100	10,000	4,050.00	10,000	15,000
10-61-18	PROFESSIONAL SRVCS-ACCOUNTING		-	23,673	51,000	53,942.05	80,000	
10-61-22	PROF SRVCS - GRANT WRITING	-	-	0	34,000	8,840.00	15,000	-
10-61-23	TREASURER'S FEES - MILL LEVY	4,667	4,706	6,169	6,000	5,614.48	6,000	6,500
10-61-25	PUBLISHING & RECORDING EXPENSE	1,668	1,040	3,604	1,500	336.13	1,500	1,500
10-61-26	BANK SERVICE CHARGES		-	0	-	0	-	-
10-61-27	OFF-SITE RECORDS MNGT FEES		-	8,080	10,000	771.57	10,000	10,000
10-61-30	DUES & MEMBERSHIPS	1,642	5,606	12,018	20,000	6,740.80	20,000	10,000
10-61-50	CAPITAL IMPROVEMENT	-	-	0	-	0	-	-
10-61-60	ABATEMENT	-	-	3,284	2,000	0	2,000	1,000
10-61-65	MISCELLANEOUS		-	7,171	1,000	10,621.48	1,000	20,000
10-61-85	BAD DEBT WRITE OFF			5,887	-		-	-
10-61-90	DEBT SERVICE-PRINCIPAL			24,787	-		-	-
10-61-91	DEBT SERVICE-INTEREST			2,477	-		-	-
	TOTAL	**$ 29,429**	**$ 38,108**	**$ 125,248**	**$ 158,500**	**$ 103,241**	**$ 158,500**	**$ 104,000**
	TOTAL GENERAL FUND EXPENDITURES	**$ 1,876,554**	**$ 2,157,532**	**$ 3,983,786**	**$ 5,061,263**	**$ 3,060,597**	**$ 5,296,263**	**$ 4,404,320**
	TOTAL GENERAL FUND REVENUES	**$ 2,920,898**	**$ 3,045,247**	**$ 3,433,592**	**$ 4,088,338**	**$ 1,761,394**	**$ 3,279,368**	**$ 3,152,105**
	TOTAL GENERAL FUND EXPENDITURES	**$ 1,876,554**	**$ 2,157,532**	**$ 3,983,786**	**$ 5,061,263**	**$ 3,060,597**	**$ 5,296,263**	**$ 4,404,320**
	REVENUES OVER EXPENDITURES	**$ 1,044,344**	**$ 887,715**	**$ (550,193)**	**$ (972,925)**	**$ (1,299,203)**	**$ (2,016,895)**	**$ (1,252,215)**
	DIFFERENCE PLUS BEG. FUND BALANCE	**$ 3,101,246**	**$ 3,989,003**	**$ 3,438,810**	**$ 2,050,120**	**$ (1,299,203)**	**$ (2,016,895)**	**$ (1,252,215)**
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET							
	ENDING FUND BALANCE	**$ 3,101,246**	**$ 3,989,003**	**$ 3,438,810**	**$ 2,050,120**	**$ (1,299,203)**	**$ (2,016,895)**	**$ (1,252,215)**
	TABOR RESTRICTED FUNDS	**$ 87,627**	**$ 91,000**	**$ 119,514**	**$ 151,838**	**$ 91,818**	**$ 158,888**	**$ 132,130**

Account #	Account Description	2022 Final Actual - Budgetary Basis	2023 Final Actual - Budgetary Basis	2024 Final Actual - Budgetary Basis	2025 Adopted	2025 Actual 6/31/2025	2025 AMENDED	2026 PROPOSED
	CONSERVATION TRUST FUND							
	BEGINNING FUND BALANCE	**$ 33,933**	**$ 37,613**	**$ 42,856**	**$ 47,445**	**$ 52,095**	**$ 47,445**	**$ 47,445**
CTF - REVENUES								
	INTERGOVERNMENTAL REVENUE							
20-44-10	COLORADO LOTTERY FUNDS	4,649	5,146	4,484	4,590	2,150.03	4,590	4,590
	TOTAL	**$ 4,649**	**$ 5,146**	**$ 4,484**	**$ 4,590**	**$ 2,150**	**$ 4,590**	**$ 4,590**
	INTEREST INCOME							
20-46-50	INTEREST INCOME SAVINGS	31	-	0	60	0	60	100
20-46-60	CSAFE INTEREST		97	104	-	51.82	-	-
	TOTAL	**31**	**97**	**104**	**60**	**52**	**60**	**100**
	TOTAL CTF REVENUE	**$ 4,680**	**$ 5,243**	**$ 4,588**	**$ 4,650**	**$ 2,202**	**$ 4,650**	**$ 2,202**
	TOTAL AVAILABLE RESOURCES	**$ 38,613**	**$ 42,856**	**$ 47,445**	**$ 52,095**	**$ 54,297**	**$ 52,095**	**$ 54,297**
CTF - EXPENSES								
	OPERATIONS EXPENSES							
20-73-03	BASEBALL FIELD IMPROVEMENTS	-	-	0	-		-	
20-73-10	COHEN PARK - IMPROVEMENTS	1,000	-	0	-		-	
20-73-15	BEACH IMPROVEMENTS							
20-73-65	SIDEWALK / TRAIL IMPROVEMENTS		-	0	-		-	
20-73-75	BURRO PARK - IMPROVEMENTS	-	11,425	2,522	5,000	-	5,000	5,000
	TOTAL	**$ 1,000**	**$ 11,425**	**$ 2,522**	**$ 5,000**	**$ -**	**$ 5,000**	**$ 5,000**
	CAPITAL OUTLAY	-	-	-	-	-	-	-
	TOTAL CTF EXPENDITURES	**$ 1,000**	**$ 11,425**	**$ 2,522**	**$ 5,000**	**$ -**	**$ 5,000**	**$ 5,000**
	TOTAL REVENUE	**$ 4,680**	**$ 5,243**	**$ 4,588**	**$ 4,650**	**$ 2,202**	**$ 4,650**	**$ 2,202**
	TOTAL CTF EXPENDITURES	**$ 1,000**	**$ 11,425**	**$ 2,522**	**$ 5,000**	**$ -**	**$ 5,000**	**$ 5,000**
	REVENUE OVER EXPENDITURES	**$ 3,680**	**$ (6,182)**	**$ 2,066**	**$ (350)**	**$ 2,202**	**$ (350)**	**$ (2,798)**
	DIFFERENCE PLUS BEG. FUND BAL.	**$ 37,613**	**$ 31,431**	**$ 44,923**	**$ 47,095**	**$ 54,297**	**$ 47,095**	**$ 44,647**
	REDUCTION OF BEG FUND BALANCE TO BALANCE THE BUDGET							
	CTF ENDING FUND BALANCE	**$ 37,613**	**$ 31,431**	**$ 44,923**	**$ 47,095**	**$ 54,297**	**$ 47,095**	**$ 44,647**

Account #	Account Description	2022 Final Actual - Budgetary Basis	2023 Final Actual - Budgetary Basis	2024 Final Actual - Budgetary Basis	2025 Adopted	2025 Actual 6/31/2025	2025 AMENDED	2026 PROPOSED
	INTERNAL SERVICE FUND							
ISF - REVENUES	**INTERNAL SERVICE FUND: BEGINNING UNRESTRICTED NET POSITION**	**$ 183,050**	**$ 95,206**	**$ 142,362**	**$ 230,096**	**$ 329,553**	**230,096**	**$ -**
	REVENUE							
32-47-20	DEPT. RENTAL PAYMENT	97,712	112,087	141,785	169,457	96,919	169,457	
32-47-30	SALE OF VEHICLE/EQUIPMENT-PD	-	3,000	0	-		-	
32-47-45	INSURANCE PROCEEDS	-	-	12,083	-		-	
	TOTAL REVENUE	**$ 97,712**	**$ 115,087**	**$ 153,868**	**$ 169,457**	**$ 96,919**	**$ 169,457**	
ISF - EXPENSES								
	EXPENDITURES							
32-58-10	POLICE VEHICLES	39,806	17,981	23	70,000	64,713.01	70,000	
32-58-20	PUBLIC WORKS EQUIPMENT	145,750	49,949	-	-		-	
32-58-30	PUBLIC WORKS VEHICLES	-	-	-	-		-	
32-58-40	ADMINISTRATION VEHICLE	-	-	-	-		-	
32-75-50	DEPRECIATION	-	52,144	66,111	-		-	
					-		-	
	TOTAL	**$ 185,556**	**$ 120,074**	**$ 66,134**	**$ 70,000**	**$ 64,713**	**$ 70,000**	
	TOTAL RENTAL REVENUE	**$ 97,712**	**$ 115,087**	**$ 153,868**	**$ 169,457**	**$ 96,919**	**$ 169,457**	
	TOTAL EXPENDITURES	**$ 185,556**	**$ 120,074**	**$ 66,134**	**$ 70,000**	**$ 64,713**	**$ 70,000**	
	REVENUES OVER EXPENDITURES	**$ (87,844)**	**$ (4,987)**	**$ 87,734**	**$ 99,457**	**$ 32,206**	**$ 99,457**	
	UNRESTRICTED NET POSITION	**$ 95,206**	**$ 142,362**	**$ 230,096**	**$ 329,553**	**$ 361,759**	**$ 329,553**	**$ -**

ISF is going away in 2025 per Auditor recommendation

Account #	Account Description	2022 Final Actual - Budgetary Basis	2023 Final Actual - Budgetary Basis	2024 Final Actual - Budgetary Basis	2025 Adopted	2025 Actual 6/31/2025	2025 AMENDED	2026 PROPOSED
	UTILITY ENTERPRISE FUND BUDGET							
	UTILITY FUND: BEGINNING UNRESTRICTED NET POSITION	**1,439,625**	**1,537,918**	**1,912,970**	**2,408,648**	**1,869,237**	**2,055,482**	**1,464,077**
UTILITY FUND - REVENUES	**WATER REVENUE**							
51-42-05	POTABLE WATER	379,875	393,442	391,175	400,000	194,723.40	400,000	500,000
51-42-10	LATE FEES			0		0		-
51-42-20	LIEN REVENUE	3,761	3,082	653	1,000	0	1,000	1,000
51-42-30	LIEN INTEREST - REVENUE	-	-	0	-	0	-	-
51-42-32	WATER FACILITY MAINTENANCE FEE	487	472	274	487	225.22	487	500
51-42-34	WATER METERS, PRV, PARTS	1,854	-	6,977	6,000	0	6,000	-
51-42-36	PENALTY NON-COMPLIANCE	240	440	233	50	120	50	50
51-42-40	PLANT INVESTMENT FEES	120,000	-	112,800	50,000	0	-	47,000
51-42-50	WATER LABOR REIMBURSEMENTS			0		0	-	-
51-42-60	OTHER WATER REVENUE	-	-	0		0	-	-
	TOTAL	**$ 506,216**	**$ 397,435**	**$ 512,112**	**$ 457,537**	**$ 195,069**	**$ 407,537**	**$ 548,550**
	WATER - MISCELLANEOUS REVENUE							
51-44-10	FEMA PROJECT		162,010	0	-	-	-	
51-44-15	DOLA - GRANT REVENUE		163,306	186,385	-	-	-	
	TOTAL	**$ -**	**$ 325,316**	**$ 186,385**	**$ -**	**$ -**	**$ -**	
	TOTAL WATER REVENUE	**$ 506,216**	**$ 722,751**	**$ 698,497**	**$ 457,537**	**$ 195,069**	**$ 407,537**	**$ 548,550**
	WASTEWATER REVENUE							
51-46-05	USER FEES	669,690	677,798	686,596	675,000	351,043.74	675,000	685,000
51-46-10	LATE FEES		-	0	-	0	-	-
51-46-20	LIEN REVENUE	4,361	3,308	815	-	0	-	-
51-46-30	LIEN REVENUE - INTEREST	59	32	0	-	0	-	-
51-46-40	PLANT INVESTMENT FEES	225,498	8,351	125,265	-	25,053.00	-	41,755
51-46-50	SEWER LABOR REIMBURSEMENT							-
51-46-60	OTHER WASTEWATER REVENUE		-	8,351	-	16,702.00	-	-
51-47-91	TRANSFER IN		-	0	-		-	-
	TOTAL WASTEWATER REVENUE	**$ 899,607**	**$ 689,490**	**$ 821,027**	**$ 675,000**	**$ 392,799**	**$ 675,000**	**$ 726,755**
	INTEREST							
51-48-10	INTEREST ON INVESTMENTS	22,607	80,993	76,246	65,000	31,945.22	65,000	80,000
51-48-30	LATE FEES	6,409	9,820	13,392	10,000	14,408.84	10,000	10,000
	TOTAL INTEREST	**$ 29,016**	**$ 90,813**	**$ 89,638**	**$ 75,000**	**$ 46,354**	**$ 75,000**	**$ 90,000**
	TOTAL UTILITY FUND REVENUE	**$ 1,434,840**	**$ 1,503,054**	**$ 1,609,161**	**$ 1,207,537**	**$ 634,221**	**$ 1,157,537**	**$ 1,365,305**

Account #	Account Description	2022 Final Actual - Budgetary Basis	2023 Final Actual - Budgetary Basis	2024 Final Actual - Budgetary Basis	2025 Adopted	2025 Actual 6/31/2025	2025 AMENDED	2026 PROPOSED
UTILITY FUND - EXPENSES								
	EMPLOYEE EXPENSES							
51-70-01	SALARIES	204,089	148,794	123,353	120,441	79,801.34	120,441	130,000
51-70-02	401A EMPLOYER MATCH	6,030	4,328	3,856	6,023	2,091.63	6,023	6,500
51-70-10	EMPLOYEE HEALTH & WELLNESS	-	2,895	1,501	5,000	1,463.99	5,000	5,000
51-70-11	SS/MEDICARE EXPENSE	15,640	11,512	10,522	9,334	5,539.25	9,334	9,945
51-70-12	UNEMPLOYMENT EXPENSE	366	265	1,638	244	783.43	244	2,600
51-70-13	EMPLOYEE HEALTH INSURANCE	43,518	31,270	24,869	34,497	17,731.67	34,497	55,000
51-70-14	WORKER'S COMPENSATION	3,001	3,700	3,371	1,416	1,416.00	1,416	3,000
51-70-15	TRUSTEE / ENTERPRISE BOARD SALARIES	710	690	1,080	1,560	1,180.00	1,560	2,000
51-70-19	CHANGE IN ACCRUED SALARIES/BENEFITS			-1,087	-	0.00	-	-
	TOTAL	**$ 273,353**	**$ 203,453**	**$ 169,103**	**$ 178,515**	**$ 110,007**	**$ 178,515**	**$ 214,045**
	GENERAL OPERATIONS EXPENSE							
51-72-02	BANK/CREDIT CARD FEES	4,560	4,233	5,218	3,000	3,844.27	5,000	3,000
51-72-06	COMPUTER/SOFTWARE/SUPPORT-OFFICE	14,316	12,424	21,119	40,000	16,657.80	40,000	40,000
51-72-10	MISCELLANEOUS	277	292	263	500	250	500	500
51-72-14	OFFICE SUPPLIES	1,571	973	278	750	468.55	750	500
51-72-18	POSTAGE EXPENSE	4,412	3,332	3,945	3,500	3,007.18	3,500	3,500
51-72-22	PUBLISHING EXPENSE	543	-	0	200	0	200	200
51-72-26	TELEPHONE/INTERNET EXPENSE	2,765	2,833	2,447	2,500	563.48	2,500	2,500
51-72-30	TOWN HALL RENTAL PAYMENT	12,397	12,397	12,397	18,000	0	18,000	18,000
51-72-34	UTILITIES-OFFICE	2,907	2,222	2,136	2,500	0	2,500	2,500
51-72-38	VEHICLE/EQUIP RENTAL PYMT TO ISF	23,220	21,285	22,449	20,138	11,746.91	20,138	-
51-72-42	VEHICLE MAINTENANCE/REPAIR	1,758	1,991	1,614	2,500	0	2,500	2,500
51-72-44	FUEL	6,287	5,558	7,250	5,000	1,613.41	5,000	5,000
51-72-45	UNIFORMS/SAFETY EQUIPMENT	-	-	575	5,000	0	5,000	2,500
51-72-60	REPAIRS AND MAINT - OFFICE BUILDING	3,263	1,270	2,431	3,500	200	3,500	3,500
	TOTAL	**$ 78,275**	**$ 68,810**	**$ 82,121**	**$ 107,088**	**$ 38,352**	**$ 109,088**	**$ 84,200**
	CONTRACTUAL FEES							
51-73-20	AUDITOR FEES	4,500	4,638	5,100	10,000	9,118.50	10,000	15,000
51-73-22	PROF SRVCS - GRANT WRITING	-	-	1,754	34,000	1,693.05	34,000	15,000
51-73-40	INSURANCE - PROPERTY/LIABILITY	16,107	14,714	15,794	20,500	12,067.02	20,500	25,000
51-73-45	WATER LINE INSURANCE		-	8,252	24,000	9,748.80	24,000	24,000
51-73-50	PROFESSIONAL FEES	26,010	32,184	21,463	50,000	12,020.69	50,000	50,000
51-73-55	PROFESSIONAL SRVCS - ACCOUNTING		-	24,484	34,000	40,226.57	34,000	40,000
51-73-60	LEGAL FEES	-	4,274	1,711	25,000	552.00	25,000	25,000
51-73-70	TREASURERS FEES	814	642	149	1,000	1,070.46	1,000	1,000
	TOTAL	**$ 47,431**	**$ 56,451**	**$ 78,707**	**$ 198,500**	**$ 86,497**	**$ 198,500**	**$ 195,000**

Account #	Account Description	2022 Final Actual - Budgetary Basis	2023 Final Actual - Budgetary Basis	2024 Final Actual - Budgetary Basis	2025 Adopted	2025 Actual 6/31/2025	2025 AMENDED	2026 PROPOSED
	WATER - PLANT & EQUIPMENT							
51-74-15	COMPUTER EXPENSE-WATER SYSTEM	2,386	8,640	2,161	50,000	21,465.00	50,000	25,000
51-74-17	CONTRACT - PLANT OPERATOR	54,000	49,500	58,500	54,000	27,000.00	54,000	60,000
51-74-20	DITCH MAINTENANCE	-	-	0	500	0	500	500
51-74-25	EDUCATION	751	3,698	1,655	10,000	1,138.68	10,000	10,000
51-74-30	INFILTRATION GALLERY PROJECT	-	113,702	0	-	4,461.82	-	-
51-74-32	ENGINEERING FEES	907	35,032	11,376	25,000	6,113.80	25,000	25,000
51-74-40	HASP MEMBERSHIP DUES	1,610	1,610	1,910	2,000	0	2,000	2,000
51-74-45	LEAKS AND REPAIRS	100,820	31,529	303	100,000	116.7	100,000	100,000
51-74-50	MISCELLANEOUS	24	3,000	870	1,000	351.58	1,000	1,000
51-74-55	PERMITS/DUES/LOCATES	1,425	1,507	1,495	2,000	241.61	2,000	1,000
51-74-60	PUMPHOUSE EXPENSE	1,281	-	75	1,500	0	1,500	2,500
51-74-65	REPAIRS & MAINTENANCE- EQUIPMENT	3,434	13,118	7,107	25,000	6,436.22	25,000	160,000
51-74-67	REPAIRS & MAINTENANCE- BUILDING		176	0	-	1,846.33	-	5,000
51-74-70	UTILITIES	2,996	4,134	4,223	6,000	1,967.99	6,000	6,000
51-74-75	TESTING AND SUPPLIES	10,864	3,259	28,449	12,000	11,472.75	12,000	25,000
51-74-80	TOOLS & SUPPLIES	1,934	3,221	2,577	2,500	1,567.14	2,500	2,500
51-74-85	WATER METERS	9,588	14,736	2,375	60,000	0.00	60,000	300,000
51-74-90	WATER TANKS	408	-	178	10,000	118.76	10,000	10,000
51-74-95	WATER TREATMENT PLANT - UTILITIES	26,078	17,827	18,451	20,000	6,417.79	20,000	10,000
	TOTAL	**$ 218,506**	**$ 304,688**	**$ 141,703**	**$ 381,500**	**$ 90,716**	**$ 381,500**	**$ 745,500**
	WASTEWATER - PLANT & EQUIPMENT							
51-76-10	CAPITAL EXPENDITURES	-	19,785	1,794	100,000	-	100,000	200,000
51-76-20	COLLECTION SYSTEM MAINTENANCE	9,335	11,223	10,386	10,000	540	10,000	10,000
51-76-25	COMPUTER EXPENSE-WASTEWATER SYSTEM	2,591	-	4,476	70,000	212.37	70,000	25,000
51-76-27	CONTRACT - PLANT OPERATOR	60,000	55,000	65,000	60,000	34,500.00	60,000	60,000
51-76-30	EDUCATION	323	306	126	10,000	693.71	10,000	10,000
51-76-35	ENGINEERING FEES	-	-	2,779	5,000	-	5,000	5,000
51-76-36	LIFT STATION	2,000	4,480	6,495	10,000	610.52	10,000	35,000
51-76-45	MISCELLANENOUS	3,060	-	391	500	-	500	500
51-76-50	PERMITS/DUES/LOCATES	3,223	3,260	3,421	5,000	102.16	5,000	5,000
51-76-55	REPAIRS AND MAINTENANCE - EQUIPMENT	10,113	46,678	7,884	50,000	5,223.90	50,000	5,000
51-76-60	SLUDGE DISPOSAL	100,000	120,928	90,953	150,000	-	150,000	200,000
51-76-65	TESTING SUPPLIES AND CHEMICALS	6,744	7,663	6,438	5,000	3,020.97	5,000	5,000
51-76-70	TOOLS AND SUPPLIES	644	1,635	2,459	2,500	1,969.53	2,500	2,500
51-76-75	TRASH	828	1,032	654	1,500	754.1	1,500	1,500
51-76-80	UTILITIES-PLANT	70,747	64,582	70,564	75,000	34,410.12	75,000	75,000
51-76-90	DEPRECIATION			284,569				-
	TOTAL	**$ 269,609**	**$ 336,572**	**$ 558,388**	**$ 554,500**	**$ 82,037**	**$ 554,500**	**$ 639,500**

Account #	Account Description	2022 Final Actual - Budgetary Basis	2023 Final Actual - Budgetary Basis	2024 Final Actual - Budgetary Basis	2025 Adopted	2025 Actual 6/31/2025	2025 AMENDED	2026 PROPOSED
	DEBT SERVICE							
51-80-02	LOAN PRINCIPAL-SANITATION PLANT	223,700	231,000	0	246,100	-	246,100	250,000
51-80-04	LOAN INTEREST-SANITATION PLANT	93,270	86,209	79,434	71,454	35,727.03	71,454	75,000
51-80-06	LOAN PRINCIPAL-WATER PLANT	-	-	0	5,396	2,678.08	5,396	126,733
51-80-08	LOAN INTEREST-WATER PLANT	-	342	4,028	3,895	1,967.78	3,895	-
	TOTAL	**$ 316,970**	**$ 317,551**	**$ 83,462**	**$ 326,846**	**$ 40,373**	**$ 326,846**	**$ 451,733**
	TOTAL UTILITY FUND EXPENDITURES	**$ 1,204,144**	**$ 1,287,526**	**$ 1,113,483**	**$ 1,746,948**	**$ 447,982**	**$ 1,748,948**	**$ 2,329,978**
	TOTAL UTILITY FUND REVENUES	**$ 1,434,840**	**$ 1,503,054**	**$ 1,609,161**	**$ 1,207,537**	**$ 634,227**	**$ 1,157,543**	**$ 1,365,311**
	TOTAL UTILITY FUND EXPENDITURES	**$ 1,204,144**	**$ 1,287,526**	**$ 1,113,483**	**$ 1,746,948**	**$ 447,982**	**$ 1,748,948**	**$ 2,329,978**
	REVENUES OVER EXPENDITURES	**$ 230,695**	**$ 215,528**	**$ 495,678**	**$ (539,411)**	**$ 186,245**	**$ (591,405)**	**$ (964,667)**
	UNRESTRICTED NET POSITION	**$ 1,537,918**	**$ 1,912,970**	**$ 2,408,648**	**$ 1,869,237**	**$ 2,055,482**	**$ 1,464,077**	**$ 499,410**
	TABOR RESTRICTED FUNDS		**45,092**	**48,275**	**36,226**	**19,027**	**36,226**	**40,959**

Capital Improvement Program

Water System

Priority	Project	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Funding Source			Totals
												Utility Fund	SRF Loans	DOLA Grant	
1	Meter Upgrades[1]	$300,000										$105,000	$195,000.00		$300,000
2	Well Upgrades[2]	$200,000										$130,000		$70,000	$200,000
3	Middle Fork WTP and River Intake		$650,000	$1,800,000									$1,592,500.00	$857,500	$2,450,000
4	Middle Fork Storage Tank			$950,000									$617,500.00	$332,500	$950,000
5	New Transmission Line[3]	$20,000		$75,000	$1,300,000							$95,000	$845,000.00	$455,000	$1,395,000
6	Waterline Replacement	$30,000	$8,500	$31,500	$8,925	$33,075	$9,371	$34,729	$9,840	$36,465	$9,840	$212,245			$212,245
7	PFA Testing	$10,000												$10,000	$10,000
	Water Total	**$560,000**	**$658,500**	**$2,856,500**	**$1,308,925**	**$33,075**	**$9,371**	**$34,729**	**$9,840**	**$36,465**	**$9,840**	**$542,245**	**$3,250,000**	**$1,725,000**	**$5,517,245**

Wastewater System

Priority	Project	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Utility Fund	SRF Loans	DOLA Grant	Totals
1	Lift Station Rehabilitation (Blow-off and MH)[5]	$35,000	$250,000									$285,000			$285,000
2	Sludge Pond Repairs/Replacement[5]	$45,000	$800,000									$45,000	$520,000.00	$280,000	$845,000
3	WWTF Upgrades (SCADA, mechanical screen, Spiral screen refurbish)[4]	$98,000	$5,000	$5,150	$5,305	$5,464	$5,628	$5,796	$5,970	$6,149	$6,334	$148,796			$148,796
4	WWTF Improvements - Chem P Removal			$92,000								$92,000			$92,000
5	WWTF Improvements - Add RAS Pumps					$60,000						$60,000			$60,000
6	WWTF Improvements - DO Control Phase 1				$105,000							-$50,000		$50,000	$105,000
7	WWTF Improvements - DO Control Phase 2					$102,000						-$50,000		$50,000	$102,000
8	Slip Lining						$150,000					$75,000		$75,000	$150,000
9	Wastewater Plant Aerator					$65,000						$65,000			$65,000
	Wastewater Totals	**$178,000**	**$1,055,000**	**$97,150**	**$110,305**	**$232,464**	**$155,628**	**$5,796**	**$5,970**	**$6,149**	**$6,334**	**$670,796**	**$520,000**	**$455,000**	**$1,852,796**
	CIP Total	**$738,000**	**$1,713,500**	**$2,953,650**	**$1,419,230**	**$265,539**	**$164,999**	**$40,525**	**$15,810**	**$42,615**	**$16,174**	**$1,213,040**	**$3,770,000**	**$2,180,000**	**$7,370,040**

Notes:

1. Replace all aging meters in town with new Neptune meters and cellular service radio transmitters. Newer Sensus meters that have been replaced during the last 5 years will remain and will be retrofitted with Neptune cellular service transmitters so that the Sensus meter readings can be downloaded with the Neptune 360 software at Town Hall.
2. Well upgrdaes will include replacing existing motors and pumps with new, more efficient variable speed motors and new pumps.
3. New transmission line project for 2026 includes easement/ROW searches and negotiations.
4. SCADA upgrades are ongoing and are budgeted at $35,000. Mechanical screen replacement estimated at $18,000. Spiral screen refurbishment is quoted at $45,000, however it may be more economical to purchase new spiral screen.
5. Lift station and sludge pond work for 2026 includes preliminary planning, feasibility work and SRF loan document preparation.

TOWN ADMINISTRATOR MONTHLY REPORT
SEPTEMBER 2025

To: Mayor and Board of Trustees

From: Janell Sciacca, Town Administrator

Date: October 15, 2025

RE: Monthly Report

HIGHLIGHTS AND UPDATES:

501 MAIN ROOFING REPAIR/REPLACEMENT
- JR & Co mobilized and project in underway. Should be completed by end of October. They contractor did not see any rotten decking when inspecting after removal of the old roof and their only concern was around the chimney area where the rafters felt soft, but they said the decking was in perfect shape

RIVER PARK TRAIL
- FNF has completed all items. We are waiting on delivery of a message center and bike racks, but will be closing out the project soon. The Park County Land & Water Trust Fund Reimbursement request will be submitted the week of October 20.

SIDEWALK INSTALLATION
- High Peak Construction finished the last sidewalk section on 9th Street. The aesthetics, the safety provided to pedestrians and the extra lane widths certainly improve walkability, traffic flow and quality of life for our community.

6TH STREET 7 SCHOOL CURB PAINTING AND STENCILING
- This project started in September and has lingered on as the contractor has been booked with other projects. I am hopeful it will be done by end of October.

SRF PREQUALIFICATION COMPLETED
- Ken Hardesty entered information for the Town with CDPHE for our Pre-Qualification requirements to allow us to apply for funding for utility related projects in 2026. We will seek out funding to help pay for the meter replacement project and well upgrades at the Water Plant.

DOLA GRANT SUBMITTED FOR UDC & COMP PLAN UDPATES
- Using an RFP that Scot Hunn had started, I was able to submit a Local Planning Capacity Grant application with DOLA for at least 50% matching funds to perform an update to our Comprehensive Plan and UDC in 2026. To qualify for this funding, we did have to commit to build in an expedited review process for Affordable Housing projects which also helps the Town maintain funding eligibility for Prop123.

NEPTUNE METER PILOT PROGRAM
- The Town received 10 Neptune meters and will begin installing them after October reads are conducted. The program will help the Town determine if old meters were reading inaccurately, and allow for some properties where reads have been 0 to finally be metered. This program is designed to move the Town closer to drive-by reads as well as save the Town time, labor, and water and realize lost revenue to help maintain our system as well as support future improvements.

TOWN BEGAN USE OF BILL.COM

- Staff began using Bill.com for payment of all vendor invoices. It will take some time to become comfortable with the system, but overall, it will help with automation of the AP process resulting in less time and effort for staff, more seamless and quick payment of invoices, and electronic storage of invoices instead of putting physical papers in drawers. Staff no longer has to scan invoices and upload them to Plante Moran's portal and now our Auditor will also be able to access documents electronically.

BUDGET

- Staff met to discuss projections for both the current 2025 year end budget and next year's FY2026 budget. Updates will occur right up to December 1, but we should not have to go to December 15.

UTILITIES

- The Town received a Safe Drinking Water Correspondence Violation in September for failing to distribute a required Public Notice for a prior violation in July. The violation was corrected by uploading the notice that was sent out to each account holder in the August bill.

COMMUNITY GARDEN

- A meeting was held at Cohen Park with CSU Extension Specialist Elaina Michael to discuss the possibility of partnering on a Community Garden in 2026 to gather public input and form a plan.

EV CHARGING UNITS DESIGNATED FOR 501 MAIN

- Helios charging received a grant to install 2 EV charging units at 501 Main. This does fall in the Town Center zone and therefore discussions will begin at the Staff level on how and if this fits into the current code.

UPCOMING EVENTS

Boys & Girls Club Open House – Tuesday, October 23, 2025, 5PM (See attached invitation)
Intergovernmental Meeting – Tuesday, September 28, 6PM at the South Park School District Admin Bldg
Halloween Spooktacular – Friday, October 31, South Park City and Fairplay Public Library
Thanksgiving Holiday – Town Offices will be closed on November 27 & 28
Town Employee Christmas Party – Friday, December 12, Highside Brewing

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Town of Fairplay

Does/Did Not Meet Treatment Requirements

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.

Our water system recently violated a drinking water requirement. Although this situation is not an emergency, as our customers you have a right to know what happened, what you should do, and what we are doing to correct this situation.

We routinely monitor for disinfectant residual entering the distribution system. This measurement tells us whether we are effectively disinfecting the water supply. Disinfectant residual is the amount of chlorine or related disinfectant entering the pipes of the distribution system. If the amount of the disinfectant residual is too low, organisms may grow in the pipes. On 9/2/25, disinfectant residuals dropped below 0.3 mg/L for 28 hours.

What does this mean? What should I do?

- **You do not need to boil your water or take other actions. However, if you have specific health concerns, consult your doctor.**
- Inadequately treated water may contain disease-causing organisms. These organisms include bacteria, viruses, and parasites which can cause symptoms such as nausea, cramps, diarrhea, and associated headaches. These symptoms are not only caused only by organisms in drinking water, but also by other factors. If you experience any of these symptoms and they persist, you may want to consult your doctor.
- If you have an infant, severely compromised immune system, are pregnant, or are elderly, you may be at increased risk and should seek advice from your doctor about drinking this water. General guidelines on ways to lessen the risk of infection by bacteria and other disease-causing organisms are available from EPA's Safe Drinking Water Hotline at 1-800-426-4791.

What is being done?

- Over Labor Day weekend the chlorine injection line, the injector and the port plugged and the chlorine was not being fed to the storage tank. Due to the alarm system on our SCADA being non-functional, the staff was not aware of the situation until the chlorine residual in the tank had fallen below 0.3 mg/l. We changed out the tubing thinking this was the only problem. The residual did not come up and after further investigation found the injector and the line into the pipe were also completely plugged.The entire system was removed, cleaned and the port opening was drilled out and cleaned. After the Cl2 feed was restored it took several hours for the residual in the tank to get back to the 0.3mg/l standard. We did maintain a residual the entire time and a Bacteriological sample was taken on 9/4 and was absent of any coliform bacteria.

The problem by **Problem was resolved on 9/3/25.**. For more information, please contact **Martin Deline** at **martindeline1950@gmail.com** or **720-607-9251**, or **PO Box 267 Fairplay Co 80440**.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

This notice is being sent to you by: Town of Fairplay - CO0147020
Date distributed: **Public notice will be mailed out with water bills**

Town of Fairplay

Police Department | 901 Main Street
Fairplay, CO, 80440
(719) 836-2840

To: Janell Sciacca, Town Administrator

From: Jeff Worley, Chief of Police

Date: October 2, 2025

Re: Fairplay Police Department Monthly Report – September 2025

Police Department Updates and Projects

The police department has completed the first stages of our mobile data terminal (MDT) project, that is, the ability for our officers to employ their laptops to utilize the records management system (Tac10), access CCIC/NCIC, and use the internet, all in the field. This will save time for officers by allowing them to conduct paperwork while on the road and, consequently, be more visible and available.

Due to a legal issue that recently arose, our officers have had to temporarily suspend the issuance of automated citations this month. The issue is being resolved between Judge Green and our town attorney. As part of the solution, we are acquiring additional signage. It is anticipated that our automated citation effort should be up and running again sometime in October.

We are engaging in a new police patch project that will support certain charitable causes. The brainchild of Officer Mason Prickett, the project will see Fairplay officers sporting themed police shoulder patches on their uniforms. The patches will be funded by sales to the public. Once the initial cost of the patches is recouped, the rest of the dollars raised are then donated to a worthy charity. For example, over the next month officers will be wearing this Halloween themed patch:

The charity benefitting from this first endeavor is the local Boys and Girls Club. Other themes to be featured on future patches will include Christmas, Fourth of July, fallen officers, and “South Park” – TV show (if the studio grants us permission!). Some proposed charities are the South Park schools, Fairplay American Legion, Wounded Warrior Project, and St Jude Children’s Hospital. If you wish to buy an FPD Halloween patch, they’re going quickly!

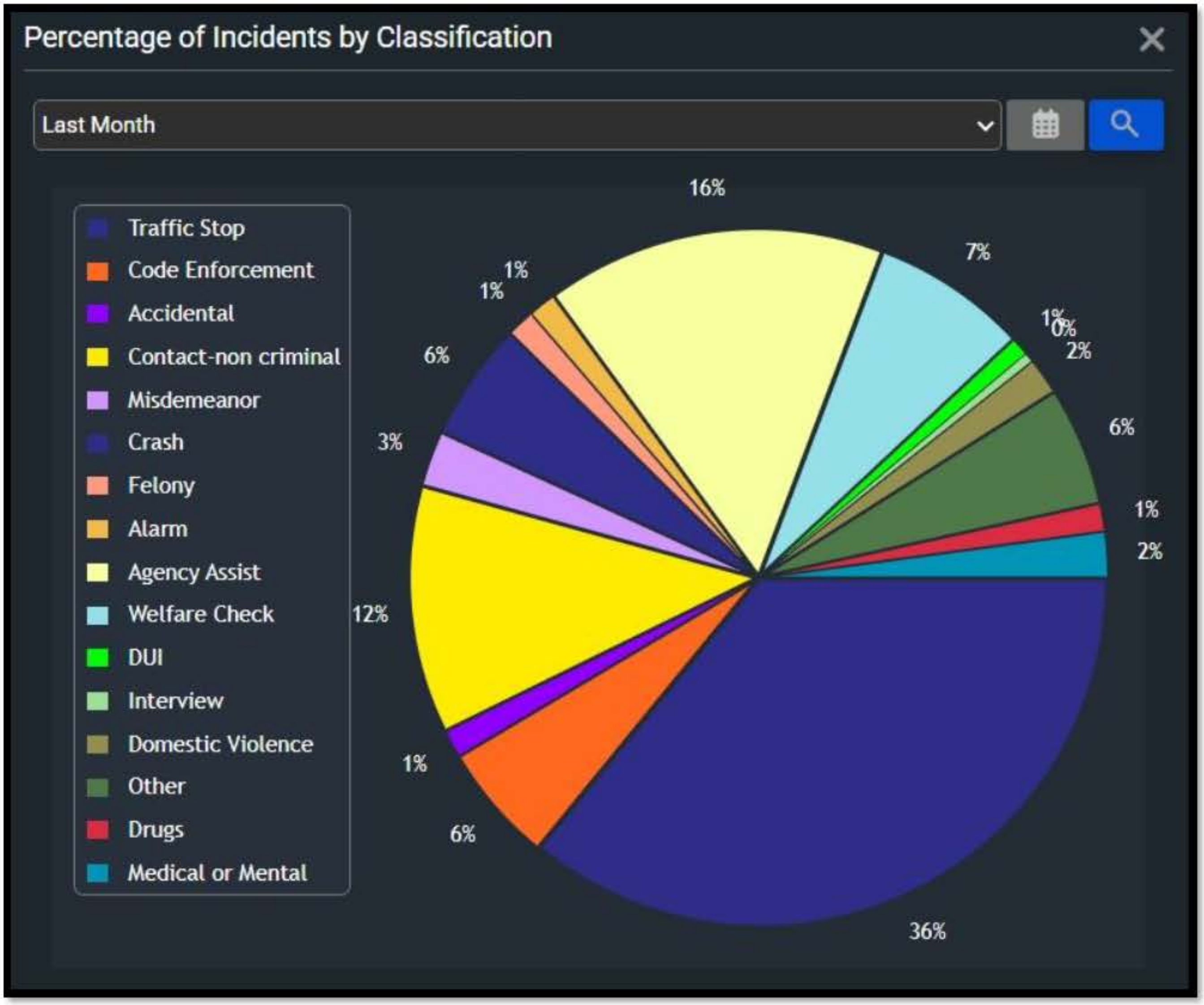
Police Activity – Statistical Data

The following are some of the pure statistical data the Department collected for the month of September 2025:

- 163 calls-for-service (CFS) in all categories that include criminal, non-criminal, and traffic-related events. This represents an average of 5.4 incidents per day or about 80% of August’s reportable activity.
- Of the total CFS numbers:
  - 135 events took place in Fairplay proper or nearby, e.g. agency-assists or follow-ups outside of nearby Fairplay (83% of CFS numbers)
  - Of the Fairplay calls, 23 ***occurred at or were related to local businesses*** – not including incidental events, for example traffic stops in a business parking lot and extra patrol checks (or about 17% of Fairplay CFS totals)
  - 28 incidents took place in Alma (17% of total CFS)
  - 2 of Alma’s incidents ***were related to local businesses*** (or 7% of Alma CFS totals)
- Of the CFS numbers, 50 were traffic-related (31% of the CFS total):
  - 35 traffic contacts in Fairplay (70% of total traffic related events OR 26% of total Fairplay CFS)
  - 15 traffic contacts in Alma (30% of total traffic related events OR 54% of total Alma CFS)
  - 18 total citations issued
  - 36% of all traffic contacts resulted in citations
- Of the 18 citations issued:
  - 12 tickets were issued in Fairplay (67% of all citations)
  - 6 were violations in Alma (33% of all citations)
- 98 automated violations captured for speeding and submitted for approval (***Note:*** While this indicates actual speed violations of 10 MPH above the speed limit in any given speed zone, it is not definitive as to the actual number of citations that will be approved by EES, based on license plate readability, etc, and sent out for payment.) Below is a chart showing the percentage of violations paid May through August 2025:

Year	Month	Approved	Paid	Paid Percentage
2025	May	185	131	70.81%
2025	June	320	234	73.12%
2025	July	470	348	74.04%
2025	August	353	241	68.27%

As a summary of September's activity, the chart below represents, by percentage of event type, the incidents in September during which officers activated their body-worn cameras (BWCs). It is therefore a relatively accurate representation of our significant activity, as officers are required to initiate their BWCs for most call-for-service incidents. (***Note***: What the chart will not reflect are our many consensual contacts with citizens, such as school and business visits, since no BWC activation occurs during such occasions.)



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

MEMO

Date: October 20, 2025
To: Town of Fairplay, Mayor Just & Board of Trustees
From: Julie Bullock & Kelsey Sprys, Special Events Staff
Re: Events Monthly Staff Report

Below you will find information to update you on what staff is currently working on or has completed:

- **Fairplay Fall Festival**
  - Fairplay Fall Festival was a success with only a small amount of rain this year. Roughly 300 people enjoyed the festivities. There were 42 leftover pumpkins which were donated to the Legion for their pumpkin carving event on October 19th. The South Park Recreation Center raised $2,000 between the cornhole tournament and alcohol sales. The Boys & Girls Club had great success between the Pinewood Derby and handing out cider and donuts. There were 12 vendors between merchants and non-profits. Staff is looking forward to seeing this event grow every year.
- **Trunk-or-Treat**
  - Scott and Jamie Addison (Lonely Pond Ranch) had to back out of hosting Trunk-or-Treat this year. Unfortunately, no one else has expressed interest. Residents can still enjoy the Haunted Museum at South Park City and the Halloween Spooktacular with Boys & Girls Club.
- **A Real Colorado Christmas Celebration & Festival of Trees** – December 6, 2025
  - The South Park Chamber will not be hosting the Chili Cook-Off this year. Staff have decided to not take on the Chili Cook-Off and will move the Festival of Trees to the school and be a part of the Holiday Bazaar. There will be a lot more traffic at the Bazaar and staff are hoping the trees will receive more bids and see better success than last year.
  - The Chamber is discussing the recipient of the True Pioneer Award. Staff is awaiting a response.
  - The high school band will be performing at A Real Colorado Christmas and Santa has been booked.
  - Doggie Santa Look-a-Like will now be "Deck the Paws" holiday costume contest. This will expand the contest to not just Santa outfits and maybe bring in more participants. Pups can dress up as anything holiday/winter related.

- **2025 Burro Days Funds**
  - Would the Board like to distribute Burro Days funds to the school? If so, how much and to what program? In the past, funds have been distributed to single programs or the Board has asked the school to submit funding request forms. Staff would like to complete the process including payment by December 15th.
- **Prunes Monument**
  - Staff has started gathering information to begin the restoration process. The Fittings met with staff and are working on an application through the South Park National Heritage Area to have the monument designated as an historic landmark. If designation is received, there will be more grant opportunities available. There is a SPNHA Board meeting on November 15th when the application would be discussed.
- **Colorado Tourism Leadership Journey**
  - Kelsey attended the onboarding session for the Leadership Journey at the end of September and met with her small cohort group on October 14th. There are 5 members of the small group with individuals from Denver, Loveland and Julesburg. The first in-person meeting will be November 12-14 at Mt. Princeton Hot Springs.
- **Staff and Board Christmas Party**
  - The Christmas party is scheduled for Friday, December 12th from 4-7pm at Highside Brewing. An official invitation will be sent out soon.

Staff will continue to provide updates on Events monthly in our Staff Report. Please let us know if there are any questions about the information provided or on events in general.

Thank you.

STATUS UPDATE

TO: **Janell Sciacca, Town Administrator**

FROM: **Deron Dircksen, PE**

DATE: **September 2025 Summary (8/17 – 9/22)**

RE: **Engineering Services Status Report – Miscellaneous Projects**

2018-499.007 – Habitat for Humanity

Status/Recent Progress
- Review easement exhibits and easement agreements.
- Work with Habitat for Humanity and work with surveyor.
- Updated Engineer Opinion of Probable Cost.

Upcoming Activities
- Finalize easement.
- Finalize Development Improvement Agreement.

2018-499.011 – General Engineering

Status/Recent Progress
- Development Review Team meeting

Upcoming Activities
- Continuing Development Review Team, miscellaneous meetings, and supporting staff as needed.

2018-499.029 – Impact Fee

Status/Recent Progress
- Preparation and work session meeting with Janell.
- Impact Fee Nexus memo.

Upcoming Activities
- Researching Impact Fees
- Drafting Impact Fee reports for each discipline.

2018-499.032 – Public Works Manual Update

Status/Recent Progress
- Updated Public Works Manual. Updated Board Memo.
- Presentation to Board.

Upcoming Activities
- Take updated Manual to Board.

2018-499.033 – Sewer Design Criteria Update

Status/Recent Progress

- Presentation to Board.

Upcoming Activities

- Take updated Manual(s) to Board.

2018-499.035 – Bullet Road

Status/Recent Progress

- Reviewed new submittal and drafted comments.
- Review easement agreements for sanitary sewer and storm sewer.
- Finalized comments.

Upcoming Activities

- Working with applicant.

2018-499.039 – River Park Trail

Status/Recent Progress

- Final walk through with Janell and Brandon.
- Finalizing CMO#5, CDOT forms, Review Pay Applications
- Construction observation.

Upcoming Activities

- Final documentation. Project wrap up.

2018-499.050 – Marval

Status/Recent Progress

- Hydraulic model, demands, etc.

Upcoming Activities

- Support town as needed.

ACTIVE WORK ORDERS		BUDGET AMOUNT	CURRENT BILLING	BILLED JTD	% JTD	BUDGET BALANCE
ENGINEERING TASK ORDERS						
0.001	GIS	$ -	$ -		-	$ -
0.007	Habitat for Humanity	$ -	$ 1,090.00		-	$ -
0.011	General Engineering	$ -	$ 436.00		-	$ -
0.017	Betts	$ -	$ -		-	$ -
0.018	Stone Creek	$ -	$ -	$ 17,429.00	-	
0.023	Burro Park	$ -	$ -	$ -	-	$ -
0.025	Water Distribution	$ 44,900.00	$ -	$40,801.01	91%	$ 4,098.99
0.029	Impact Fee	$ 58,547.00	$ 2,239.60	$ 14,166.54	24%	$ 44,380.46
0.032	Public Works Manual Update		$ 545.00			
0.033	Sewer Design Criteria Update		$ 109.00			
0.035	1171 Bullet Road	$ -	$ 2,561.50	$ 9,956.50		
0.036	Bar S Ranch	$ -	$ -			
0.039	River Park Trail	$ 25,000.00	$ 5,557.20	$ 128,062.25	512%	
0.040	Melo Subdivision	$ -	$ -	$ 3,913.50	-	
0.041	Fitting Subdivision	$ -	$ -	$ 1,816.00	-	
0.042	Steinermiller	$ -	$ -	$ 9,981.50	-	
0.043	SH9_US285 Floodplain	$ 3,000.00	$ -	$ 2,040.00	68%	$ 960.00
0.044	Beck	$ -	$ -	$ 3,173.50	-	
0.045	Circle K	$ -	$ -	$ 105.00	-	
0.046	Town Sidewalks	$ 11,764.00	$ -	$ 11,764.00	100%	$ -
0.047	French Subdivision	$ -	$ -	$ 381.50	-	
0.048	715 Main Street - Pharmacy	$ -	$ -	$ 1,144.50	-	
0.049	240 Beaver Lane	$ -	$ -	$ 2,453.40	-	
0.050	Marval	$ -	$ 272.50	$ 3,914.50	-	
0.051	540 Front Street	$ -	$ -	$ 436.00	-	
0.052	POTW CDOT	$ -	$ -	$ 1,144.50	-	
0.053	Stoinski	$ -	$ -	$ 1,637.00	-	
0.057	Hathaway Street Survey	$ 3,400.00	$ -	$ 3,400.00	100%	$ -
	TOTALS	$ 146,611.00	$ 12,810.80	$257,720.20		$ 49,439.45

Hunn
Planning & Policy, LLC.

To: Mayor and Board of Trustees
From: Scot Hunn, Contract Town Planner
Date: October 2, 2025
RE: Monthly Planning Department Activity Status Update – August 2025

General Planning Services:

- Office Days - Monday, August 4th and 25th, 2025
  - Development Review Team Meeting Attendance
  - Code Enforcement Training Session Attendance
  - Attendance at Town Board meeting

- Virtual Board Meeting Attendance
  - August 18th, 2025
    - South Park Food Bank SUP Hearing

Pre-Application Meetings:

- Patel Pre-Application Meeting – River Business Park

Other Applicant Meetings:

- None

Active Land Use Applications and Interagency Referrals:

- Active Land Use Applications "In Process"
  - 1 Minor Subdivision (Beck – a.k.a "Lazy Boy Minor Subdivision")
  - 1 Development Agreement (Habitat for Humanity)
  - 1 Special Use Permit (Finley Mini-Storage)

- Other
  - The Bluffs Land Banking
  - Brannan Pre-Annexation

- Interagency Referrals
  - No interagency referral requests in August 2025.

Special Projects:

- None at this time.