



**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, CO
Monday, FEBRUARY 2, 2026, at 6:00 P.M. in the
Fairplay Town Hall, 901 Main St, Fairplay, CO**

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(Meeting ID: 268 711 594 500 3 / Passcode zG7fo7Qk - Dial in by phone: [+1 929-352-2940](tel:+19293522940), [952731917#](tel:+19293522940))

- 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 December 27, 2025 through January 27, 2026 in the amount of **\$137,939.86**.
- VI. **CITIZEN COMMENTS** *(This item allows the public to sign up to address the Board on matters that are not already on the agenda. Comments are limited to 5 minutes per person. On advice of counsel, neither the Board nor Staff members will directly respond to comments; instead, the Board will direct Staff to respond and, when necessary, provide a status update to the Board.)*
- VII. **PROCLAMATIONS, PRESENTATIONS AND UPDATES**
 - A. Thank you from High Rockies Community School Council for Fairplay Transit Services.
 - B. Presentation from South Park Food Bank regarding 2025 Activities and Impact.
- VIII. **PUBLIC HEARINGS**
 - A. **BOARD OF TRUSTEES SITTING AS THE BOARD OF ADJUSTMENT – CASE NO. VAR 2025-001:** Consideration of application from Pat Stoinski for a Variance for relief from setback standards and requirements within the Commercial (C) zone district for property located at 1150 Castello Avenue, Fairplay, CO?
- IX. **NEW BUSINESS**
 - A. **CONTINUED FROM JANUARY 5, 2026: FIRST READING** – Should the Board of Trustees Approve the Adoption of Resolution No. 4, Series of 2026, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A USE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND THE SOUTH PARK FOOD BANK FOR USE OF SPACE AT 501 MAIN STREET.”**?
 - B. **FIRST READING** – Should the Board of Trustees Approve the Adoption of Resolution No. 7, Series of 2026, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO APPROVING A SPECIAL USE PERMIT (SUP) TO ALLOW FOR PERSONAL STORAGE (MINI-STORAGE) UNITS WITHIN THE COMMERCIAL (C) ZONE DISTRICT AND TO GRANT A VARIANCE FROM DESIGN REQUIREMENTS OF THE FAIRPLAY UNIFIED DEVELOPMENT CODE ON THE PROPERTY LOCATED AT 1171 BULLET ROAD, FAIRPLAY, CO”**?
 - C. **FIRST READING** – Should Approve the Adoption of Resolution No. 8, Series of 2026, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPOINTING ELECTION JUDGES FOR THE APRIL 7, 2026 REGULAR MUNICIPAL MAIL BALLOT ELECTION.”**?
 - D. **FIRST READING** – Should Approve the Adoption of Resolution No. 9, Series of 2026, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WATTERS H2O SERVICES FOR WATER OPERATOR IN RESPONSIBLE CHARGE (ORC) SERVICES.”**?
 - E. **FIRST READING** – Should Approve the Adoption of Resolution No. 10, Series of 2026, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH AWT CONSULTING, LLC, FOR WASTEWATER OPERATOR IN RESPONSIBLE CHARGE (ORC) SERVICES.”**?
 - F. **FIRST READING** – Should Approve the Adoption of Resolution No. 11, Series of 2026, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, ACCEPTING A DEPARTMENT OF LOCAL AFFAIRS LOCAL PLANNING CAPACITY GRANT.”**?
- X. **STAFF AND BOARD OF TRUSTEE REPORTS**
- XI. **EXECUTIVE SESSION** under C.R.S. §§ 24-6-402(4)(b) and (f) to receive legal advice and to discuss personnel matters related to Chief of Police Jeff Worley, and Officer James Deschryver, the subject officer in an internal affairs investigation.
- XII. **ADJOURNMENT.**

Upcoming Meetings / Events

Fairplay Board of Trustees Regular Meeting (**CANCELLED – Presidents’ Holiday**)
Fairplay Mountain Mardi Gras (American Legion Hall)

February 16, 2026
February 21, 2026

*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 Thursday, January 29, 2026. **THIS AGENDA MAY BE AMENDED.***

TOWN OF FAIRPLAY - BILLS PAID FROM 12/27/2025 TO 01/26/2026

Vendor Name	Paid On	Paid Amount	Payment Description
Central Mountain Pest Control LLC.	1/2/2026	100	Pest Control PW Office
Central Mountain Pest Control LLC.	1/2/2026	100	Pest Control Town Hall
Murray Dahl Beery Renaud LLP	1/2/2026	7888.25	General Legal Services
Murray Dahl Beery Renaud LLP	1/2/2026	411.25	Bill Back - Stoinski Appeal
Murray Dahl Beery Renaud LLP	1/2/2026	1351.25	Bill Back - Finley SUP
Park County Road Bridge Department	1/2/2026	634.69	Fuel 11/1-11/31/2025 Transit
Park County Road Bridge Department	1/2/2026	700.82	Fuel 11/1-11/31/2025 PD
Park County Road Bridge Department	1/2/2026	1161.75	Fuel 11/1-11/31/2025 - PW/Utilities
Utility Associates Inc	1/2/2026	11610	Yearly BodyCam Support Fees 2026
Postal Pros Southwest Inc.	1/5/2026	344.31	December Billings
Postal Pros Southwest Inc.	1/5/2026	129.5	December Announcements
Caselle LLC	1/7/2026	1101.5	Maintenance & Support 01/01/2026 -01/31/2026 - GF
Caselle LLC	1/7/2026	1101.5	Maintenance & Support 01/01/2026 -01/31/2026 - UF
Apex Waste Solution	1/8/2026	298.84	December Dumpster/Roll Off Fees
Caselle LLC	1/8/2026	900	Asset Mngt Module, Set Up & Training
Caselle LLC	1/8/2026	7300	Community Development Suite w/ Conversion, Set up and Training
CenturyLink	1/8/2026	83.03	Water Plant Telephone Line
Colorado Analytical Laboratories, Inc.	1/8/2026	24	WTP Required Testing
Colorado Mountain News Media	1/8/2026	62.5	Christmas Online Ad
Colorado Municipal League	1/8/2026	1223	2026 Annual CML Dues
Hayes Poznanovic Korver LLC	1/8/2026	2548.88	Property/Water Stock Acquisition Legal Fees
Hunn Planning Policy LLC.	1/8/2026	3656.25	General & Bill Back Planning Services 11/1 to 12/15/2025
Hunn Planning Policy LLC.	1/8/2026	125	Lazy Boy Minor
ICMA Membership Renewals	1/8/2026	594.52	Sciacca Annual Membership Fee
Phoenix Technology Group	1/8/2026	774.35	Jan '26 Managed IT Services
Phoenix Technology Group	1/8/2026	774.35	Jan '26 Managed IT Services
Phoenix Technology Group	1/8/2026	1503.15	Jan '26 Managed IT Services
Phoenix Technology Group	1/8/2026	1503.15	Jan '26 Managed IT Services
Todd Johnson	1/8/2026	250	Film Screening Sponsor - Deposit
Warm Springs Consulting LLC	1/8/2026	5750	Dec 2025 WWTP ORC Services
Warm Springs Consulting LLC	1/8/2026	4500	Dec '25 WTP ORC Services
Xcel Energy	1/8/2026	13.22	Beach
Xcel Energy	1/8/2026	36.24	Town Sign
Xcel Energy	1/8/2026	22.2	945 Quarry
Xcel Energy	1/8/2026	76	Water Plant
Xcel Energy	1/8/2026	1234.14	Town Hall
Xcel Energy	1/8/2026	956.47	1800 Beaver Creek
Xcel Energy	1/8/2026	13.34	47001 Hwy 9 Sign
Xcel Energy	1/8/2026	133.13	Non-Recurring Charges/Credits
Xcel Energy	1/8/2026	984.89	501 Main St. VC
Xcel Energy	1/8/2026	18.83	747 Bogue
Xcel Energy	1/8/2026	146.3	1190 Castello
Xcel Energy	1/8/2026	13.22	156 5th
Xcel Energy	1/8/2026	13.22	419 Front
Xcel Energy	1/8/2026	13.22	117 Silverheels
Xcel Energy	1/8/2026	319.72	311 Hwy 285
Xcel Energy	1/8/2026	132.86	Chlorinator
Xcel Energy	1/8/2026	108.6	200 2nd
Xcel Energy	1/8/2026	4750.52	1507 County Rd 16
Xcel Energy	1/8/2026	112.29	157 6th
Baseline Surveys LLC	1/9/2026	6632.5	Water Plant Parcel Acquisition Survey Services
Falcon Environmental Corp.	1/9/2026	167.18	16 HR Timer Alternator
Family Support Registry	1/9/2026	254.3	12/26/2025 Pay Withholding Account 15890460
Coalition for the Upper South Platte	1/14/2026	500	CUSP Membership Fee - 2026
Laser Graphics	1/14/2026	192	PD Business Cards
Park County Road Bridge Department	1/14/2026	183	School / 6th Street Parking Signs
PINNACOL ASSURANCE	1/14/2026	771.25	Utilities WC Premium
PINNACOL ASSURANCE	1/14/2026	250	Transit WC Premium
PINNACOL ASSURANCE	1/14/2026	125	Court WC Premium
PINNACOL ASSURANCE	1/14/2026	288.75	Admin WC Premium

PINNACOL ASSURANCE	1/14/2026	4250 PD WC Premium
PINNACOL ASSURANCE	1/14/2026	750 PW WC Premium
PINNACOL ASSURANCE	1/14/2026	192.41 One Time V- Card Payment Fee
Thomas Flannery	1/14/2026	340 Nov-Dec '25 Grant Writing Expenses
Colorado Analytical Laboratories, Inc.	1/15/2026	403 required testing for sewer plant.
Elevated Cleaning Co	1/15/2026	250 501 Main Monthly Cleaning
Elevated Cleaning Co	1/15/2026	300 Town Hall Monthly Cleaning
Elevated Cleaning Co	1/15/2026	200 Officer Bunkhouse Monthly Cleaning
Ferrellgas	1/15/2026	696.78 Water Plant Propane
Laser Graphics	1/15/2026	96 PD Business Cards
Ronin Training	1/15/2026	600 PPCT Instructor Certification
Utility Notification Center Of Colorado Inc.	1/15/2026	32.38 Water Monthly Utility Locate Fees
Utility Notification Center Of Colorado Inc.	1/15/2026	34.89 WW Monthly Utility Locate Fees
American Fidelity Assurance Attn FSA	1/16/2026	257.68 Monthly Employee FSA Contributions
American Legion Post #172	1/16/2026	200 Deposit for Mardi Gras Venue
Colorado Activity Centers	1/16/2026	395 Rack Card Distribution through April '26
Colorado Analytical Laboratories, Inc.	1/16/2026	160 REQUIRED TESTING FOR DRINKING WATER.
Colorado Natural Gas, Inc.	1/16/2026	302.83 Sanitation District Office Natural Gas
Colorado Natural Gas, Inc.	1/16/2026	1831.69 Sanitation Plant Natural Gas
Colorado Natural Gas, Inc.	1/16/2026	312.44 Town Hall Natural Gas
Colorado Natural Gas, Inc.	1/16/2026	1010.16 PW Shop Natural Gas
Colorado Tents and Events	1/16/2026	1045.02 Mardi Gras Furniture Rental Deposit
Highline	1/16/2026	196 Monthly Fiber Visitor Center
Highline	1/16/2026	349 Monthly Fiber Town Hall
Highline	1/16/2026	149.95 Monthly Fiber Public Works
HomeServe USA Corp	1/16/2026	1587.05 HomeServe Water Line Coverage Monthly Premiums
Shred America Colorado	1/16/2026	13.82 Monthly Shredding Console Service
South Park Ace	1/16/2026	5.99 Paint to mark TOF on all event barricades
South Park Ace	1/16/2026	55 Christmas Expense
South Park Ace	1/16/2026	35.98 screws for xmas decorations, trash bag for town trash cans
South Park Ace	1/16/2026	23.96 for bed restoration of f550
South Park Ace	1/16/2026	11.98 for bed restoration of f550
South Park Ace	1/16/2026	95.91 fire supplies for xmas event
South Park Ace	1/16/2026	65.6 Paint for wood and bed of f550
South Park Ace	1/16/2026	17.99 snowbrush for 2022 f-350
South Park Ace	1/16/2026	0.66 to fix bilinky light of f550
South Park Ace	1/16/2026	30.98 icemelt for vc
South Park Ace	1/16/2026	29.98 Materials to board up Mr Burro
South Park Ace	1/16/2026	100.97 snow removal supplies for town hall
South Park Ace	1/16/2026	20.77 zip ties for xmas decorations/shop
South Park Ace	1/16/2026	25.58 waterline repair at shop
Town of Fairplay	1/16/2026	161.7 1190Park County Rd 16
Town of Fairplay	1/16/2026	183.2 501 Main Street
Town of Fairplay	1/22/2026	123.2 1507 County Road 16
A Brother's Fountain	1/23/2026	1500 Deposit for music performance TGIF 6/26/26
CivicPlus LLC	1/23/2026	1714.96 Annual FPMC Codification and Supplementation Service
CivicPlus LLC	1/23/2026	4171.04 Agendas & Mtg Management Program - 2026 Payment
Colorado Municipal Clerks Association	1/23/2026	180 Annual CMCA Membership - Sciacca
Delta Dental of Colorado	1/23/2026	2086.82 Employee Vision & Dental Premiums - Jan '26
Employers Council	1/23/2026	3995 Employers Council Consulting Membership Dues 02-01-2026 to 01-31-2027
Family Support Registry	1/23/2026	254.3 01/23/2026 Pay Withholding Account 15890460
FERGUSON WATERWORKS #1116	1/23/2026	2985 Neptune Meters - Stock
In Compliance Products, Inc.	1/23/2026	17.5 Employment Compliance Posters
In Compliance Products, Inc.	1/23/2026	17.5 Employment Compliance Posters
Iron Mountain	1/23/2026	201.66 Off-Site Records Storage Fees - Jan '26
Jerry Bergeson	1/23/2026	2750 Deposit for Boogie Machine music performance 7/4/26
Law Enforcement Seminars LLC	1/23/2026	445 Internal Affairs Training - Grover
Mountain Grown Gardens	1/23/2026	4740 50% Deposit Town Flowers - Planting & Growing
Phoenix Technology Group	1/23/2026	125 New MFP Printer Setup - Public Works
Phoenix Technology Group	1/23/2026	628 Feb '26 Managed IT Services - Utilities
Phoenix Technology Group	1/23/2026	471 Feb '26 Managed IT Services - PW
Phoenix Technology Group	1/23/2026	1414 Feb '26 Managed IT Services - PD
Phoenix Technology Group	1/23/2026	2042 Feb '26 Managed IT Services - Admin

Pikes Peak Area Council of Governments	1/23/2026	700 Annual Membership Dues
Promark Industries	1/23/2026	1079.03 '16 Interceptor Maintenance & Repair - LOF, Signal, Bulb Assembly, Etc.
Promark Industries	1/23/2026	459 Labor
Promark Industries	1/23/2026	473.56 '18 Tahoe Maintenance & Repair - Battery and Air Filter
Promark Industries	1/23/2026	202.5 Labor
Promark Industries	1/23/2026	783 Labor
Promark Industries	1/23/2026	664.52 '09 Tahoe Maintenance Repair - LOF, Brakes, Control Arm, Alignment, Etc.
The Salt Licking Goat Clothing Company	1/23/2026	521.48 Mardi Gras T-shirts
The Salt Licking Goat Clothing Company	1/23/2026	753.1 Screen Print Services
USA BLUEBOOK	1/23/2026	466.98 Treatment Chemicals
USDA Forest Service c/o US Bank	1/23/2026	184.22 915 Water Trans Pipeline Annual Permit Fee
WEX Bank	1/23/2026	303.19 Transit Fuel
WEX Bank	1/23/2026	354.13 PW Fuel
WEX Bank	1/23/2026	599.03 PD Fuel
WEX Bank	1/23/2026	354.14 Utilities Fuel
Caselle LLC	1/27/2026	1664 Programs Monthly Maintenance & Support Fees
Caselle LLC	1/27/2026	1664 Programs Monthly Maintenance & Support Fees
Erin Michalski	1/27/2026	2612 PIIP Reimbursement - 530 Front Street (2025-34)
Konica Minolta Premier Finance	1/27/2026	101.14 Events Copier C450i Lease Fee
Konica Minolta Premier Finance	1/27/2026	188.42 Town Hall C360i Copier Lease Fee
Konica Minolta Premier Finance	1/27/2026	58.73 PD C3355i Copier Lease Fee
Konica Minolta Premier Finance	1/27/2026	101.13 PW Copier C450i Lease Fee
		\$137,939.86

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



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

Town Board of Trustees Hearing

Stoinski Property Variance Application Review

Hearing Date:	February 2, 2026
File Name and Process:	Stoinski Variance Request - VAR 2025-001
Owner/Applicant:	Pat Stoinski
Representative:	Ann Jefferson, JVAM Law
Legal Description:	New Lot 11 and Lot 14, Block 7, Johnson Addition
Zoning:	Commercial (C)
Staff Member:	Scot Hunn, Town Planner
Recommendation:	Denial

Staff Report

I. Summary of Request:

The Applicant, Pat Stoinski, is requesting relief (a variance) from the strict application of the Town's dimensional limitation standards related to a proposed exemption plat for a property located at 1150 Castello Avenue.

Per the application, the Applicant requests approval for the following:

“Application for a dimensional variance from the 10-foot rear and side yard setback requirements of UDC Section 16-5040 to permit the reconfiguration of a lot line in close proximity to existing structures.”

Public notice has been provided in accordance with the Town of Fairplay Code.

Staff are **recommending denial** of this request.

II. **Background:**

Exemption Plat Application and Recommendation for Denial

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

Following two rounds of review of the plat submission by staff between April and June, 2025 and after receiving an existing conditions survey on June 10, 2025 from Tom Burnett, the Applicant’s surveyor, verifying that the location of the proposed common lot line between New Lot 11A and New Lot 14 would create a nonconforming situation due to the location of existing permanent structures - a stairway connected to an existing building on New Lot 11A and a non-permanent shed structure located on what would be New Lot 14 - staff notified the Applicant and Tom Burnett on June 26, 2025 that this situation constituted non-compliance with the Town Code and subdivision regulations.

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

No further communication was received from the Applicant (by Scot Hunn) in response to his email communication on June 26th.

Following several weeks of inaction by the Applicant to respond to staff comments or to submit a revised, updated exemption plat application that complied with the requirements of the Town Code, Scot Hunn provided a letter (attached) to Janell Sciacca, Town Administrator, on August 7, 2025, recommending that the Town Administrator deny the application. This served two purposes: 1) denial of a non-compliant application given inaction to correct the application; and 2) allowing the Applicant to act on that denial by filing an appeal to allow her to present her case to the Town Board of Trustees, thus providing and protecting her due process rights under the Town Code.

Appeal of Staff Decision

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

Based on the testimony and representations made at the Appeal Hearing by the Applicant and her representative, Mr. Ben Monarch, JVAM Law, the Town Board (the “Board”) stayed the Appeal Hearing to allow the Appellant sufficient time to submit a formal application to the Town for a variance pursuant to Article XXII – *Board of Adjustment*, Town of Fairplay UDC.

III. **Summary Applicable Standards:**

Variance Standards

The following section outlines the powers of the Board of Adjustment and the standards and findings necessary for approval of a variance. As highlighted below under subsection “B”, staff interprets the UDC as requiring that the Board of Adjustment make a positive finding for ALL seven standards.

Section 16-22-70 - *Powers of Board of Adjustment.*

(B) Vary terms of this Chapter: The Board of Adjustment may authorize upon application in specific cases such variances from the terms of this Chapter, subject to terms and conditions fixed by the Board of Adjustment, as will not be contrary to the public interest where, owing to exceptional and extraordinary circumstances, literal enforcement of the provisions of this Chapter will result in unnecessary hardship. Every variance authorized hereunder shall not be personal to the applicant therefor but shall run with the land. No variance shall be authorized hereunder unless the Board of Adjustment shall find that the following conditions exist:

1. *That the variance will not authorize the operation of a use other than those uses specifically enumerated as a primary permitted use for that district in which the property is located and for which the variance is sought;*

Staff Response:

This variance request is not related to and does not authorize any particular use enumerated as a primary permitted use for the Commercial Zone District.

Not applicable.

2. *One or more of the following special circumstances or conditions exist with respect to the specific property:*
 - a. *Exceptional narrowness, shallowness, or shape of the property at the time of the enactment of the regulation in question;*
 - b. *Exceptional topographic conditions of the property; and*
 - c. *Other extraordinary and exceptional situations or conditions of the property.*

Staff Response:

The Applicant sought to move an existing property line between “Old Lot 11” and “Old Lot 14” within Block 7 of the Johnson Addition. This was proposed in an application for an Exemption Plat (a lot line adjustment) where the lot line between Old Lot 11 and Old Lot 14 was to be moved to the south, making two new lots: “New Lot 11 A” and “New Lot 14.”

New Lot 14 would become larger and New Lot 11 A would become smaller, but both lots would continue to conform to the minimum lot size required in the Commercial Zone District (5,000 sq. ft.).

The shape of both lots (old and newly configured) would not be considered irregular or unique; not shallow, or narrow, or otherwise extraordinary.

Variances are often granted to allow for a reasonable use of properties which are unique or unlike neighboring properties in the same general vicinity either due to physical characteristics or impediments such as steep slopes; environmentally sensitive lands such as wetlands, critical wildlife habitat, or riparian areas; natural hazard areas such as rock fall zones, flood zones, or wildfire prone areas; or even the shape or size of a property.

In such extraordinary and exceptional circumstances, variances might be viewed from a zoning perspective as necessary or justified to allow the least amount of reasonable use of a property based on the establishment of a hardship (i.e., no reasonable use, for example) if a variance is not granted. Often times, variances are granted in whole or in part based on the degree or level of exceptionalism of circumstances.

However, in this case, both lots (old and newly configured) are essentially flat, with no extraordinary or exceptional topographic conditions existing on the lots.

But for a condition that is 100% discretionary by the Applicant’s choosing (i.e., the proposed location of a new lot line in violation of the Town’s setback regulations and standards where other alternatives exist including the movement of a shed structure that is not permanently affixed to the ground), staff believes the properties in question (old and newly configured) are not exceptional or extraordinary.

Therefore, staff finds that this standard cannot met.

3. *The special circumstances and conditions have not resulted from any act of the applicant.*

Staff Response:

The circumstance or condition wherein the Applicant is proposing to locate a new property line within 1-2 feet of existing structures on either side of the new property line using an Exemption Plat is entirely discretionary and, if approved, would result in automatically creating two non-conformities (zoning violations) on New Lot 11 A and New Lot 14. The new lot line between Lot 11 and Lot 14 could be proposed in several different locations and/or configurations that would avoid placing the lot line within the prescribed setback distance to the nearest structure (10 feet), or, as suggested by the Town during the review of the Exemption Plat, an existing shed which is apparently not permanently affixed to the ground could be moved to allow for the new lot line to avoid setback violations.

The Applicant has provided no evidence to demonstrate 1) that the existing shed cannot be moved; or 2) that other, alternative lot line configurations could not be proposed to avoid unnecessary setback violations.

Therefore, staff finds that this standard cannot met.

4. *That the variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located, or substantially or permanently impair the appropriate use or development of adjacent property;*

Staff Response:

The variance to allow for a 1–2-foot setback on New Lot 11A and New Lot 14 should not alter the essential character of the neighborhood or the Commercial Zone District. Likewise, while the variance, if granted, would create situations where buildings/structures are located too close to a lot line (and therefore preclude normal distance requirements and the ability to install utilities or other facilities such as stormwater and drainage along the common lot line between New Lot 11A and New Lot 14) the variance, if granted should not substantially or permanently impair the use or development of adjacent property.

Therefore, staff finds that this standard may be met.

5. *That the variance, if granted, is the minimum that will afford relief and is the least modification possible of the provisions of this Chapter which are in question;*

Staff Response:

The variance is not the minimum relief sought; and is not the least modification of the provision (i.e., dimensional regulation) possible to afford relief from the regulations.

The Applicant is requesting 1–2-foot setbacks on two adjacent lots, representing an 80-90% reduction in the required side and rear yard setback distances normally required.

Therefore, staff finds that this standard cannot met.

6. *That the granting of the requested variance would relieve a peculiar, exceptional and undue hardship on the applicant, provided that such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zoning regulations as embodied in this Chapter and the Zoning Map;*

Staff Response:

The application states that “*Without the variance, the applicant would suffer an unnecessary hardship. The ability to adjust lot lines is a reasonable use of property. Because of the fixed location of the existing structures, a strict application of the 10-foot setback rule renders the desired lot line adjustment a practical impossibility. This denies the applicant a reasonable use and reconfiguration of their property. The hardship is not merely financial; it is a physical and practical inability to proceed.*”

Staff agrees with the Applicant’s representative that the ability to adjust lot lines is and should be a reasonable use of property. Each property owner within the Town of Fairplay has the right to apply for and present proposals to re-subdivide or otherwise adjust property boundaries and common lot lines, to create or vacate easements, and the like.

That being acknowledged, the Town has well established subdivision and zoning regulations promulgated under the authority of the Town and enabled by statute that require new subdivisions to conform to the Town’s adopted codes, including dimensional limitations and other relevant zoning regulations.

Further, there has been no evidence presented nor any demonstration by the Applicant that at least one of the structures that would be in conflict with the proposed property line location – the shed – is in a fixed position or cannot be moved. On the contrary, staff is of the understanding that the shed is not located on a permanent foundation and that it could, with reasonable effort, be moved.

Staff’s previous (and timely) suggestions to the Applicant during the initial review of the proposed Exemption Plat to move what appears to be an aging

structure that is not permanently affixed to the ground were dismissed by the Applicant and no evidence was provided to demonstrate the shed is, in fact, permanently affixed and cannot be moved to another location on New Lot 11A or New Lot 14.

Additionally, there remain numerous other remedies available to the Applicant that would continue to permit reasonable uses of property, and, importantly, the reasonable and possibly streamlined ability to reconfigure lot lines by choosing a different location or configuration whereby the lot line between New Lot 11A and New Lot 14 could be shifted to the north and/or around the shed structure.

No hardship – other than one created by virtue of the proposed Exemption Plat and proposed lot line configuration – has been demonstrated. It is also worth noting that hardships are typically not associated with financial burden. Put another way, financial hardship is not a criteria or standard to be considered by the Board of Adjustment.

Importantly, the purpose of setback requirements and regulations – dimensional limitations – are, in fact, to limit the placement of permanent and non-permanent structures, above ground obstructions and, therefore to preserve and maintain portions of property where utilities, drainage and stormwater infrastructure, and other public infrastructure (typically serving the public good) are to be placed to provide for the safe, efficient, and cost-effective development of properties.

Setbacks are also required to ensure adequate light and air between structures; to preserve or regulate characteristics such as bulk and mass of buildings; and to protect neighboring properties. Safety is typically a factor in the establishment and enforcement of setback regulations, whether related to the zoning code or the building codes adopted by a municipality. In this case, the Applicant has a choice of where to locate a new property line.

If approved, the variance would automatically create two zoning violations – as a matter of choice and not of any extraordinary or exceptional condition or peculiar hardship – which would directly impair the intent and purpose of the Town of Fairplay Unified Development Code as well as the Town's ability to enforce its code in the future.

Therefore, staff finds that this standard cannot met.

7. *That the variance, if granted, will not adversely affect the public health, safety and welfare.*

Staff Response:

The application states that *“The variance will not be detrimental to the public good. It does not affect public infrastructure, drainage, safety, or access. The public welfare is in no way impaired by the location of this interior lot line. Granting the variance serves the public good by resolving a long-standing land use issue efficiently and fairly.”*

As stated above, the Town has adopted dimensional limitations and other related zoning and development standards to ensure that areas of properties – particularly newly subdivided properties – are configured in a way that preserves areas (setbacks and yards) to permit efficiency, safety, and cost-effectiveness in the provision of critical infrastructure such as utilities, drainage and stormwater infrastructure, and other infrastructure as a matter of orderly development.

Knowingly placing an interior lot line between two lots within 1-2 feet of existing structures on either side of the lot line precludes the reasonable ability for the Town or any private property owner to accomplish the public good or to protect the public’s welfare by precluding the possibility of installing utilities and infrastructure in the future.

Resolving a land use issue or addressing an outstanding appeal by the Applicant is not a criteria for approval of a variance.

Therefore, staff finds that this standard cannot met.

IV. Zoning Analysis:

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

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

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

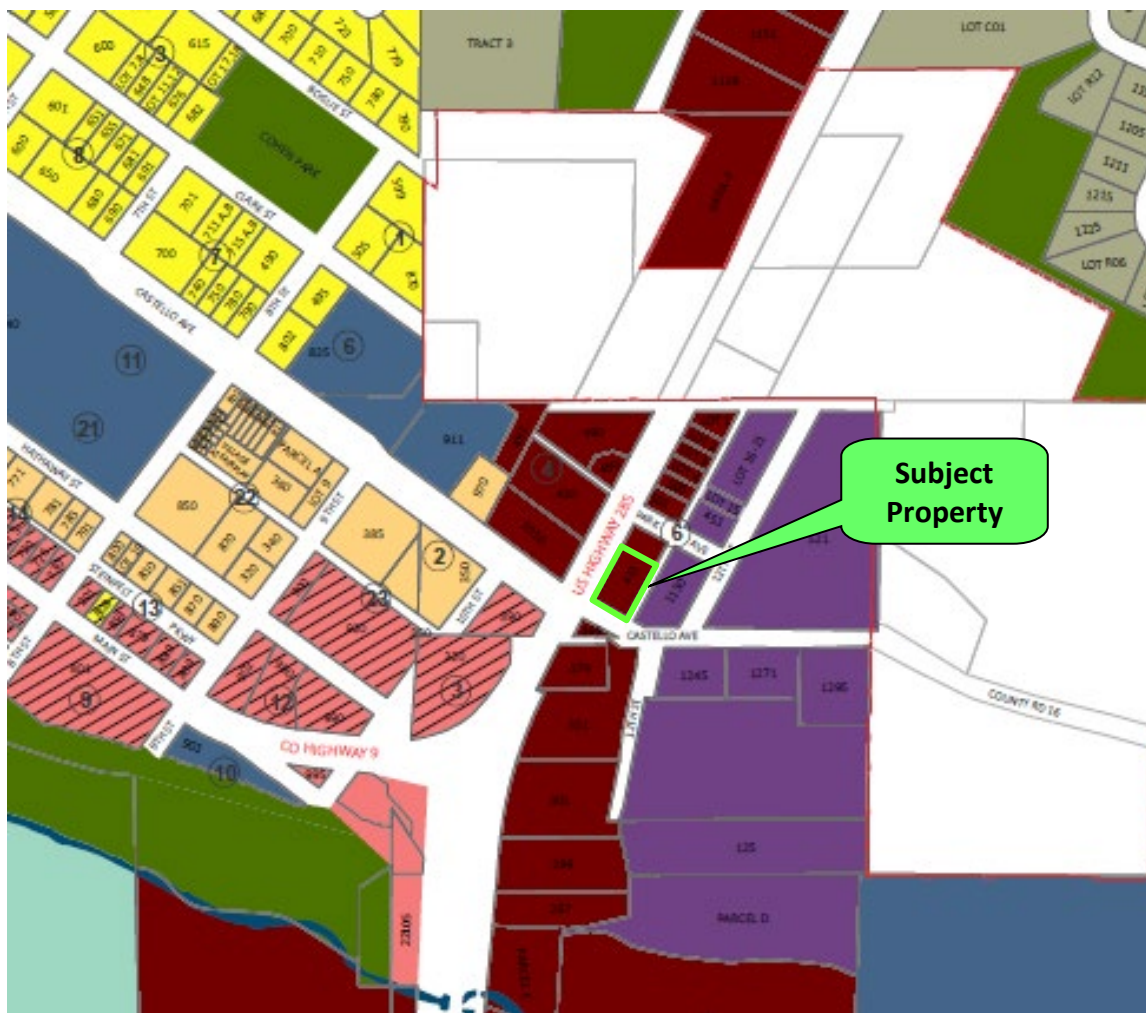


Figure 1: Town of Fairplay Zoning Map

Commercial Zone Standards	Allowed/Required	Proposed
Minimum Front Yard Setback:	25 feet	Unchanged
Minimum Side Yard Setback:	10 feet	Approx. 1-2 feet
Minimum Rear Yard Setback:	10 feet	Approx. 1-2 feet

As shown in the above table, the applicant is requesting approximately **8-9 feet of relief out of 10 feet** of the Town's standard setback requirements (or, 80-90% reduction in required setback distances).

V. Staff Findings:

The following summarizes staff's findings:

- Overall, the proposal fails to meet a preponderance of required findings and criteria for approval.
- No evidence has been provided to demonstrate that either the shed located on Lot 11 cannot be moved, or that alternative lot line configurations – avoiding setback violations – cannot be accomplished.
- No exceptional, extraordinary or peculiar conditions or circumstances exist – other than those proposed to be created by virtue of the Stoinski Exemption Plat Application - on the subject property.
- No evidence has been presented to establish hardship.

VI. Staff Recommendation and Suggested Conditions:

Staff find that the proposed Stoinski Variance Application for properties located at 1150 Castello Avenue does not meet a preponderance of the Town's Variance criteria and standards.

Staff are recommending Denial of the variance request.

Motion to Approve:

In the event the Town Board of Trustees votes to approve the Variance Request, the following suggested motion is provided:

“I move that the Fairplay Board of Trustees approve the application for a Variance for relief from the Town of Fairplay setback regulations, filed by Pat Stoinski, for a property located at 1150 Castello Avenue within the Commercial Zone District because the application conforms with the standards and criteria of the Town of Fairplay Unified Development Code.”

“I further move to direct the Town Planner or Town Attorney to draft a resolution of approval for the Variance for the Town Board’s review and approval.”

Motion to Deny:

In the event the Town Board of Trustees votes to deny the Variance Request, the following suggested motion is provided:

“I move that the Fairplay Board of Trustees deny the application for a Variance for relief from the Town of Fairplay setback regulations, filed by Pat Stoinski, for a property located at 1150 Castello Avenue within the Commercial Zone District, because the application does not conform with the standards and criteria of the Town of Fairplay Unified Development Code.”

“I further move to direct the Town Planner or Town Attorney to draft a resolution of denial for the Variance for the Town Board’s review and approval.”

Attachments:

- Applicant Variance Application Submittal Packet
- Staff Letter of Recommendation from Scot Hunn to Janell Sciacca Dated August 7, 2025
- Email from Scot Hunn to Pat Stoinski and Tom Burnett dated June 25, 2025
- Existing Conditions Survey Dated June 10, 2025, with Staff Red Lines
- Proposed Stoinski Exemption Plat Dated June 10, 2025, with Staff Red Lines

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



Scot Hunn <scot@hunnplanning.com>

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

Scot Hunn

Thu, Jun 26, 2025 at 10:01 AM

To: Pat Stoinski; Thomas Burnett

Cc: Janell Sciacca Joseph Rivera , Deron Dircksen , Tim Barnett

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 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.

(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

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

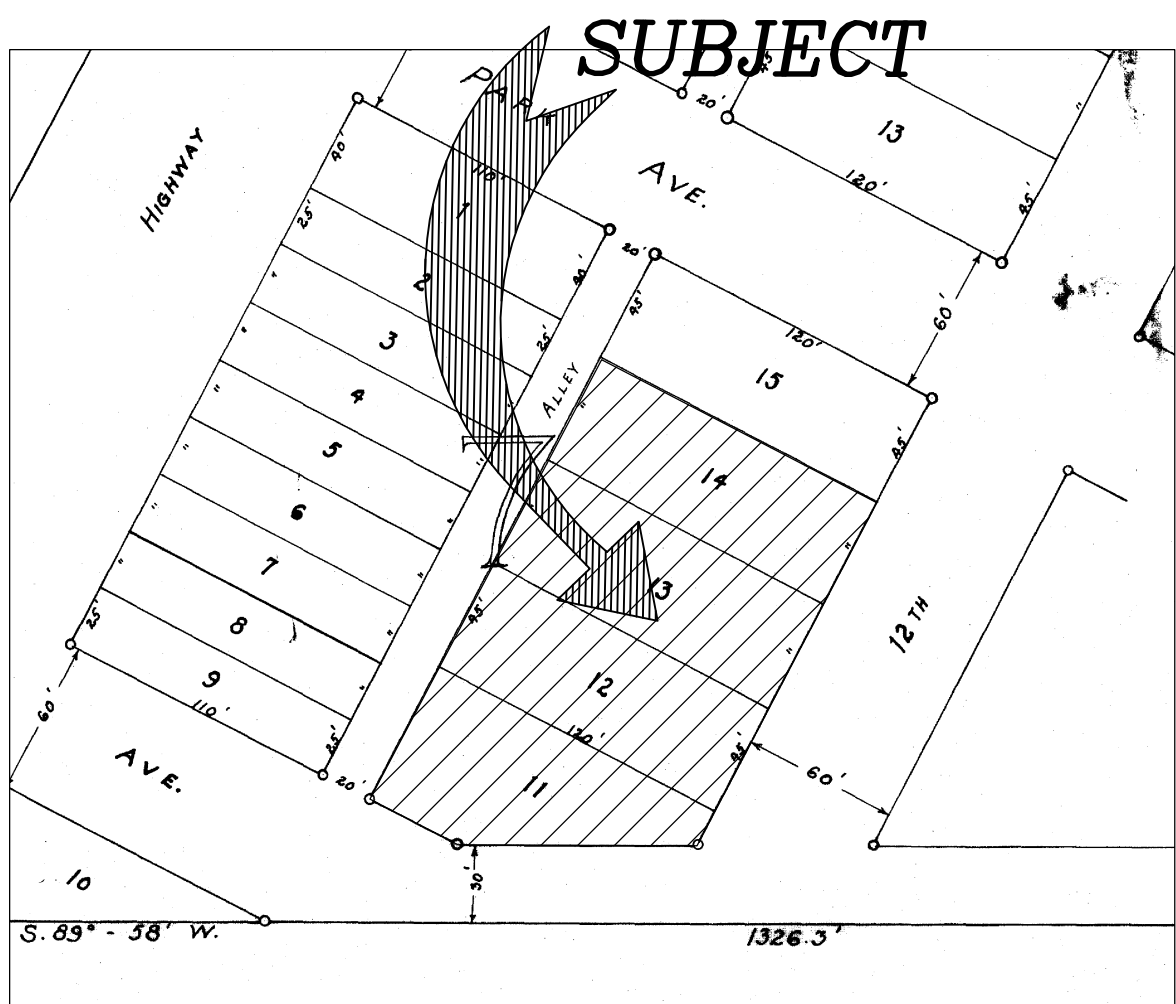
STOINSKI EXEMPTION PLAT

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



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 PARENTHESES 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 THAN 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 THAN TEN YEARS AFTER THE COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.

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

MORTGAGE'S CERTIFICATE

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

(print name of beneficiary) _____

(signature) _____

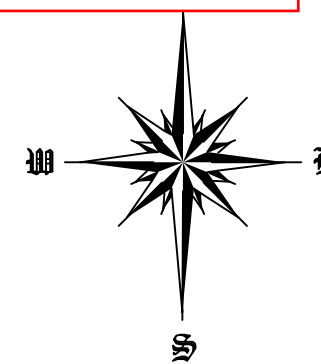
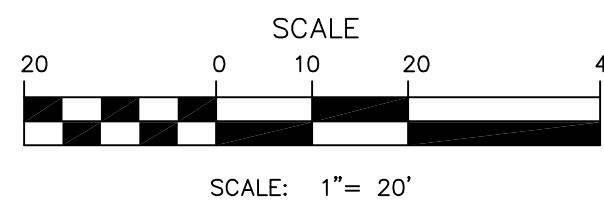
Date: _____

(signature) _____

(print title) _____

Address: _____

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



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)
COUNTY OF _____)ss.

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)
COUNTY OF PARK)ss.

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

Town Clerk _____

Surveyor's Certificate

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

Dated this _____ day of _____, 20____

Surveyor's name/Registration No. _____

Park County Clerk and Recorder's Certificate: _____

STATE OF COLORADO)
COUNTY OF PARK)ss.

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.

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 1953, 351 HWY 285, STE 104
FAIRPLAY, COLORADO 80440
(719) 836-1425

ADDRESS: 1150 CASTELLO AVE.

DATE: JUNE 10, 2025

SCALE: 1" = 20'

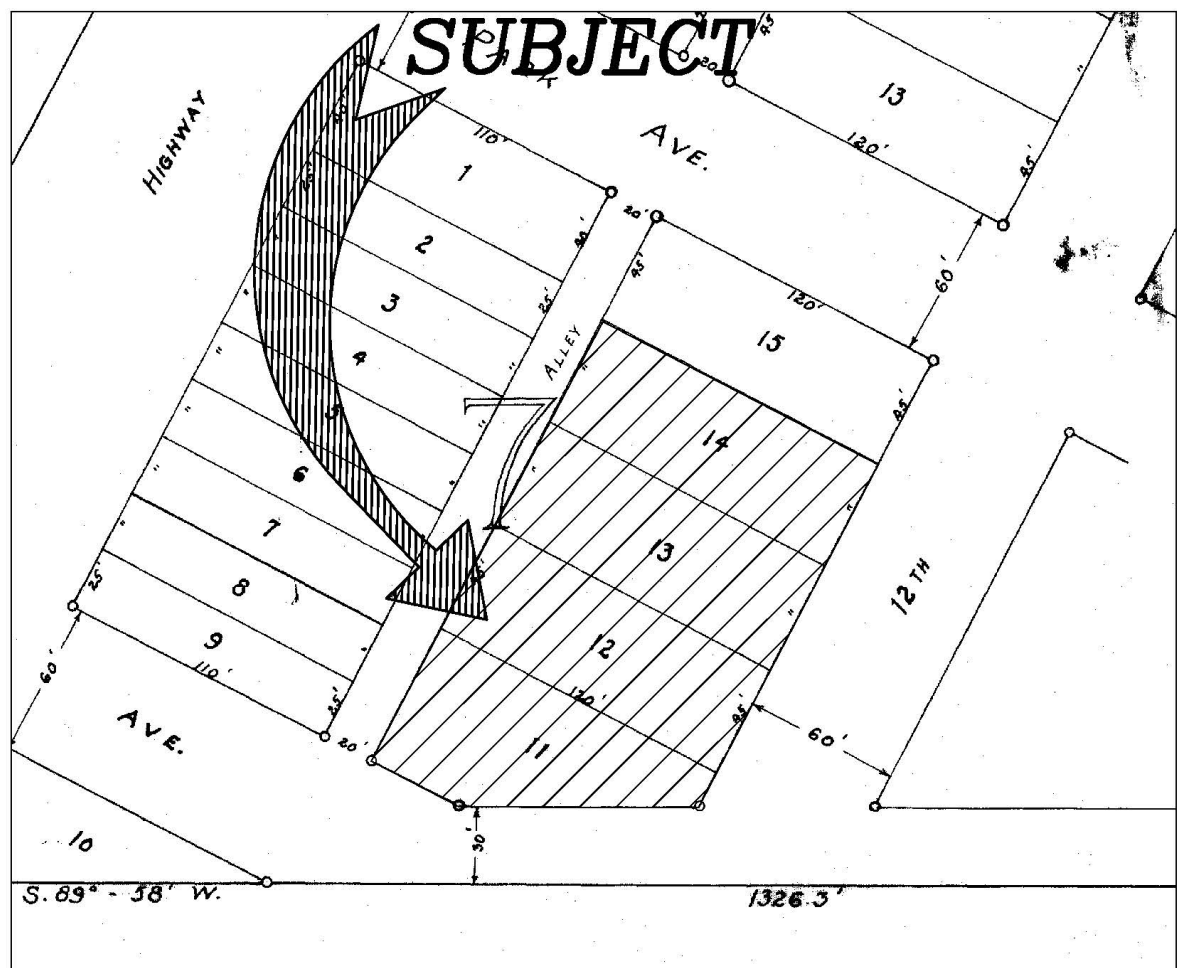
DRAWN BY: TLB

STOINSKI

JOB NO. 2025-098

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.



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 _____, 20____.

TOWN OF FAIRPLAY
TOWN ADMINISTRATOR

NOTES:

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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 THAN TEN YEARS AFTER THE COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.

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

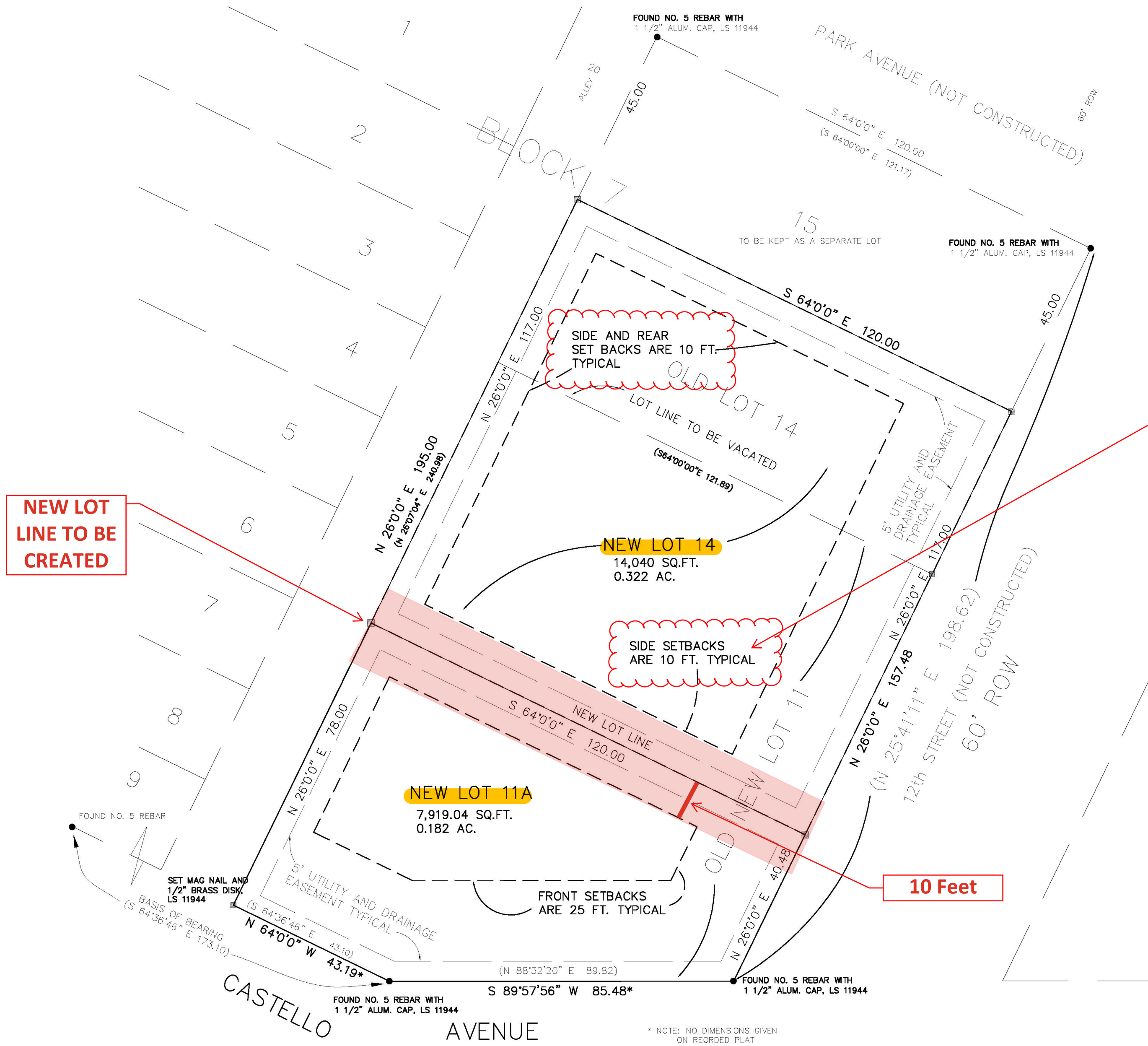
STOINSKI EXEMPTION PLAT

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



NEW LOT LINE TO BE CREATED

Note by Applicant's Surveyor Acknowledging 10 Foot Setback Requirement

10 Feet

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)

COUNTY OF _____) ss.

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)

COUNTY OF PARK) ss.

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

Town Clerk _____

Surveyor's Certificate

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

Dated this _____ day of _____, 20____.

Surveyor's name/Registration No. _____

Park County Clerk and Recorder's Certificate:

STATE OF COLORADO)

COUNTY OF PARK) ss.

I hereby certify that this plat was accepted for filing and recorded in the office of the Park County Clerk and Recorder on the _____ day of _____, 20____, under Reception No. _____ and/or Book _____ Page _____, at ____ o'clock _____, _____ Park County clerk and Recorder

Fairplay Board of Trustees Certificate:

This plat is approved* this _____ day of _____, 20____.

TOWN OF FAIRPLAY

Mayor _____

ATTEST: _____

Town Clerk _____

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

STOINSKI EXEMPTION PLAT		
BLOCK 7, NEW LOT 11 & LOT 14, JOHNSON ADDITION		
TOWN OF FAIRPLAY, PARK COUNTY, COLORADO		
BURNETT LAND SURVEYING, INC. P.O. BOX 1953, 361 HWY 285, STE 104 FAIRPLAY, COLORADO 80440 (719) 836-1425	ADDRESS: 1150 CASTELLO AVE.	PREPARED FOR: STOINSKI
	DATE: JUNE 10, 2025	
	SCALE: 1" = 20'	
	DRAWN BY: TLB	
JOB NO. 2025-098		



To: Mayor and Board of Trustees

From: Janell Sciacca, Town Administrator

Date: February 2, 2026

RE: New Business Item A. – Res. 4 – South Park Food Bank 501 Main Street Use Agmt

BACKGROUND/ANALYSIS

The South Park Food Bank is requesting renewal of its annual Use Agreement for a portion of the Town owned building located at 501 Main Street. The Food Bank is requesting the renewal to continue operating in this location until such time as their new facility can be built at 516 Hathaway Street, which the location the Board approved a Special Use Permit for via the adoption of Resolution 2025-28 on September 15, 2025.

There are no proposed changes to the terms or conditions and Staff is recommending approval.

RECOMMENDATION

Adopt Resolution No. 4, Series of 2026, as presented approving a Use Agreement with the South Park Food Bank for continued use a portion of the Town owned building at 501 Main Street for calendar year 2026.

Attachments:

- Resolution No. 4, Series of 2026
- Use Agreement

TOWN OF FAIRPLAY, COLORADO**RESOLUTION NO. 4
(Series of 2026)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A USE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND THE SOUTH PARK FOOD BANK FOR USE OF SPACE AT 501 MAIN STREET.

WHEREAS, the Town Board of Trustees recognizes the value that the South Park Food Bank brings to the community; and

WHEREAS, the Town of Fairplay previously approved a Lease Agreement with the South Park Food Bank and the Food Bank is a reputable and charitable organization that provides an extremely valuable service citizens in Fairplay and Park County as a whole; and

WHEREAS, The Board of Trustees desires to renew the Use Agreement with South Park Food Bank for a portion of 501 Main Street so as to continue to allow for this community service-based organization to have a physical location and place for storage and distribution of food, clothing and other much needed supplies and services to the disadvantaged and anyone struggling financially or nutritionally within the Town of Fairplay and South Park area.

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

SECTION 1.

The Agreement between the Town of Fairplay, Colorado, and the South Park Food Bank attached hereto as Exhibit A, for use of a portion of the Visitor Center building located at 501 Main Street, Fairplay, CO, is hereby approved and the Mayor is authorized to execute the same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 2nd day of February, 2026.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

USE AGREEMENT

THIS AGREEMENT entered into this 2nd day of February, 2026, by and between the **TOWN OF FAIRPLAY, COLORADO**, a statutory town and municipal corporation, hereinafter referred to as “Town”, and the **SOUTH PARK FOOD BANK**, hereinafter referred to as “User”.

NOW THEREFORE, BE IT HEREINAFTER AGREED BY THE PARTIES AS FOLLOWS:

1. **Description of Property:** Town agrees to allow User to utilize approximately 2,400 square feet of the Town’s 501 Main Building located in Fairplay CO 80440, and as depicted within the sketch attached as “**Exhibit A**,” (the “Property”), within the Town of Fairplay, County of Park, and State of Colorado. The Property shall be accessed and utilized by the User only for the purposes indicated and set forth herein.
2. **Purpose:** The User, as a community service-based organization, shall be using the Property for the storage and distribution of food, clothing and other much needed supplies to the disadvantaged and financially struggling population within the Town of Fairplay and the South Park area.
3. **Term:** The term of this agreement shall be for one (1) Year commencing on January 5, 2026.
4. **Rental Rate:** User shall pay the Town for use of the Property at a rate of \$100.00 per year rent. Payment is due to the Town by the 20th of January.
5. **Utilities:** User shall be responsible for payment of twenty-five (25%) of the actual cost of utilities to the building which are not separately metered or billed to the rented premises including sewer, water, natural gas, and electricity, but not including telephone or internet services which shall be billed directly to the User. Payment is due within 10 days of billing by the Town.
6. **Use:** User shall use and occupy Property solely for the purpose of continuing operations of the South Park Food Bank and storing materials needed for said operations. Town represents that the premises may lawfully be used for such purposes.
7. **Care and Maintenance of Leased Premises.** User acknowledges that the Property is in good order and repair, unless otherwise indicated herein. User shall, at its own expense and at all times, maintain the interior of the Property in good and safe condition and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. User shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and parking area. User shall be responsible for maintenance and repair of the portion of the building not included in the Leased Premises and well as the building grounds. Prior to

execution of this agreement, User and Town shall have conducted a walk through to determine the exact condition of the Property and have documented any damage or existing issues of the facility prior to the date of this agreement.

8. **Surrender of Property:** User shall quit and surrender the designated Property to the Town at the end of the term of this agreement in the same condition as at the date of the commencement of this agreement, ordinary wear and tear excepted.
9. **Rules and Regulations:** User, and all persons whom User allows on the Property, shall abide by and conform to all Rules and Regulations concerning the use of the Property and all Town facilities, as amended or adopted by the Town. User may not permit persons whom User allows on the Property to have access to any other part of the building that is not part of the area depicted in Exhibit A as being occupied by User. User shall keep doors and windows closed at all times during inclement weather except for those times when doors are required to be open for distribution or deliveries. The door from the breezeway to the User area must also be closed when there are no distribution or delivery activities taking place. Town may cancel this Agreement at any time for failure to do so.
10. **Maintenance:** Town reserves the right to close the Property for maintenance as necessary at its sole discretion. Town will attempt to give reasonable notice of closure.
11. **Indemnification:** The Town shall have no responsibility for the safety and or security of any person participating in the use of the property by User. User expressly agrees to indemnify and hold harmless the Town, its officers, employees, and agents, from all cost, loss and expense, including attorney's fees, arising out of any liability or claim of liability for injury or damage to person resulting directly or indirectly from their participation in User's use of the property, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of User.
12. **Insurance:** User agrees to procure an insurance policy with a licensed company doing business in the State of Colorado to provide a minimum amount of \$1,000,000.00 per occurrence for bodily injury and property damage combined, and the Town being listed as the Additional Insured on a primary and noncontributory basis. User shall provide a copy of the Certificate of Insurance to the Town upon the execution of this agreement.
13. **Compliance with Law:** User shall comply with all laws of the United States and of the State of Colorado, all ordinances of the Town of Fairplay, all rules and requirements of the Police and Fire Departments or other municipal authorities of the Town of Fairplay. User will not do or suffer to be done anything on the designated Property during the term of this agreement in violation of any such laws, ordinances, rules, or requirements. If User's attention is called to any such violation on their part or of any

person employed by or admitted to the designated Property by User, they will immediately desist from and correct or cause to be corrected such violation.

14. **Days and Hours of Operation:** The hours and facilities available for this program will be determined by the parties based upon schedules provided by User and submitted in advance to the Town Administrator.
15. **Damage to Property:** If the designated Property, or any part of the buildings on the designated property, or any equipment located on the designated property during the term of this agreement shall be damaged by the act, default, or negligence of the User or its agents, employees, patrons, guests, or any person admitted to the designated property by User, the user will pay to the Town upon demand such sum as shall be necessary to restore the designated property or equipment contained in or on the designated property to their present condition. User assumes full responsibility for the character, acts and conduct of all persons admitted to the designated property with the consent of the User or by or with the consent of any person acting for or on behalf of User. User shall be responsible to maintain order and protect persons and property.
16. **Assignment:** User shall not assign this agreement without the prior written consent of the Town, nor use of the Property other than as specified in this agreement.
17. **Release:** Town shall not be responsible for any damage or injury that may happen to User or its agents, employees, or property from any cause whatsoever prior, during, or subsequent to the period covered by this agreement. User hereby expressly releases the Town from and agrees to indemnify the Town against any and all claims for such loss, damage, or injury.
18. **Modification:** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
19. **Non-appropriation.** As required by Article X, Section 20 of the Colorado Constitution, any financial obligations of Town not to be performed during the current fiscal year contained in this Agreement are subject to annual appropriation of sufficient funds by the Fairplay Board of Trustees. Should the Board of Trustees, in any year during the term of this lease, not appropriate sufficient funds for the performance of its obligations herein contained, the User shall vacate the Premises and return possession to the Town on the last day for which a valid appropriation exists.

REMAINDER OF PAGE LEFT BLANK

The undersigned hereby certifies that he/she is authorized to enter into and execute this Agreement on behalf of the User and the Town, respectively, and that the User and the Town acknowledge and accept the terms and conditions herein.

TOWN OF FAIRPLAY ("Town")

Frank Just, Mayor

SOUTH PARK FOOD BANK("User")

By: _____
Name: _____
Title: _____





TO: Mayor and Board of Trustees
FROM: Scot Hunn, Town Planner
RE: Resolution No. 7 – Bullet Road Storage SUP and Variance Approval
DATE: January 27, 2026

Background/Analysis:

At their regular meeting of October 6, 2025, the Town of Fairplay Board of Trustees voted to approve a Special Use Permit Application and Variance Application submitted by Mr. Buck Finley, for the “Bullet Road Storage” proposal located on Lot C3 of the Buttermilk Park Subdivision, 1150 Bullet Road. Both the SUP and Variance applications were approved with conditions, and the Board instructed staff to draft the required resolution for final disposition.

Attached for the Board’s consideration is a final resolution approving the SUP and Variance applications, including the conditions as they were presented and approved by the Board at the October 6, 2025, meeting.

Staff have worked with the Applicant since the October 6, 2025, meeting to address conditions of approval. To this end, certain conditions have been met or resolved, including condition number 3 which requires the Applicant to present the Town with final easement agreements for review by the Town Attorney.

Staff has waited to present this resolution to the Board until such time that the easement agreement(s) – one for access to sanitary sewer, and the other for access to stormwater infrastructure located on or along Lot C3 – were reviewed and finalized for the Board’s consideration alongside the resolution. Those easement agreements have been received and reviewed by the Town staff and are now ready for review and execution by the Board.

As a reminder, the easement agreements are required to address and facilitate access on, over, and through Lot C3 (Bullet Road Storage property) to allow the Town to access, maintain, remove, and repair existing sewer and stormwater infrastructure running along the south and eastern portions of Lot C3.

The easement agreements also expressly allow the Town to remove sections of fencing that the applicant proposes to install along the southern property boundary of Lot C3 in the event that the Town requires removal to gain access to existing infrastructure.

Additionally, and as a separate matter, the Applicant has provided updated site plans that show revised fencing details on Lot C3, where gates are now proposed at or near existing sewer manholes along the southern lot boundary. The Applicant has proposed this revision - independently and without suggestion or request by Town staff – to allow the Town less restricted access to the existing manholes for routine maintenance.

Importantly, the Applicant has offered these revisions – and to install gates - while acknowledging and carrying forth with the required easement agreements that maintain the Town's rights and ability to remove the fence if needed to access Town infrastructure. This is essentially a “yes, and” situation where the Town maintains the right to remove the fence and associated improvements while benefiting from installation of gates for access to manholes.

Similarly, the Applicant has worked independently with a neighboring property owner (Lot C4 to the south) to secure additional easement agreements – between the owner of Lot C4 and the Town – to allow for additional, alternative access across and through Lot C4 to Lot C3 by the Town and, specifically, to allow for additional access within the utility easement(s) running along the common lot boundary between Lots C3 and C4.

Any additional easement agreements by and between the Town of Fairplay and the owner of Lot C4 will be presented separately at the February 2, 2026 hearing for the Board's consideration.

Recommendation:

Following questions by the Board, Staff recommends approval of Resolution No. 7, Series 2026, as presented by motion, second, and a roll call vote.

Attachments:

- Resolution No. 7, Series 2026
- Easement Agreements

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 07
(Series of 2026)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY,
COLORADO APPROVING A SPECIAL USE PERMIT ON LOT C3 BUTTERMILK
PARK SUBDIVISION FOR BULLET ROAD STORAGE A PERSONAL (MINI)
STORAGE AND A VARIANCE FROM LANDSCAPE DESIGN STANDARDS, TOWN
FILE NO. SUP 2025-001**

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

WHEREAS, Section 2-2-10. - *Board of Trustees; terms, authority, qualifications and vacancies* sub-section (b). – *Authority*, of the Town of Fairplay Unified Development Code (UDC) establishes that the Board shall constitute the legislative body of the Town, shall have the power and authority, except as otherwise provided by statute, to exercise all power conferred upon or possessed by the Town, and shall have the power and authority to adopt such laws, ordinances and resolutions as it shall deem proper in the exercise thereof; and

WHEREAS, Section 16-1-30. – *Authority*, UDC, establishes that that the Board is authorized by the Colorado Revised Statutes to adopt and administer the provisions of these regulations under CRS 29-20-101 et seq., and CRS 31-23-301 as amended; and

WHEREAS, Article X1 – *Landscaping*, UDC, requires minimum design standards, including but not limited to the minimum number of plantings of trees and shrubs on commercially zoned parcels; and

WHEREAS, on or about March 11, 2024, the Town accepted an application for a Special Use Permit (“Special Use Application”) from Buck Finley (Applicant) for the Bullet Road Storage, a Personal Storage (“Mini-Storage”) within the Commercial (C) Zone District for a property located at Lot C3, Buttermilk Park Subdivision, 1171 Bullet Road (Property); and

WHEREAS, on or about June 6, 2025, the Town accepted an application for a Variance from landscape improvement standards (“Variance Application”) within the Commercial (C) Zone District for a property located at Lot C3, Buttermilk Park Subdivision, 1171 Bullet Road (Property); and

WHEREAS, the Variance Application includes a request for relief from the strict interpretation of the Town’s landscape design standards (Sec. 16-11-30 - *Business/commercial and industrial development* landscaping standards, Subsection (A).1.a, UDC) specifically to permit the planting of fewer trees than is required per the total lot area; and

WHEREAS, at their regular meeting of October 6, 2025, the Town held a public hearing to consider the Special Use Application and the Variance Application, as well as to consider applicant testimony, staff recommendations, and public comment; and

WHEREAS, at their regular meeting of October 6, 2025, the Town approved the Special Use Application and Variance Application, with conditions, and instructed staff to draft the required resolution for final disposition.

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

SECTION 1. Approval.

(a) The Board finds that the requirements and conditions of Sec. 16-6-30 – *Special use permit application procedures* and Sec. 16-22-70 – *Board of Adjustment*, subsection (B), UDC, are met and that this Special Use Permit and this Variance request, filed and reviewed as File No. SUP 2025-001, are hereby approved subject to the following condition(s):

1. This Special Use Permit shall run with the land.
2. This Variance approval shall run with the land.
3. Prior to or concurrent with any building or grading permit application, the Applicant shall update, revise, and correct civil engineering drawing package to ensure compliance with comments and requested revision by the Town of Fairplay consulting engineer dated September 11, 2025.
4. Prior to or concurrent with the issuance of any building or grading permit, the Applicant shall submit to the Town for review documentation creating two new easements along the southern (side) property line and the east (Hwy. 285) side of the property for existing and proposed stormwater and sanitary sewer utilities and facilities.
5. Prior to or concurrent with the issuance of any building or grading permit application for the subject property, the Applicant shall execute the Storm Water and Sanitary Sewer easement agreements by and between the Applicant and the Town of Fairplay.

SECTION 2. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this Resolution is promulgated under the general police power of the Town of Fairplay, that it is promulgated for the health, safety, and welfare of the public and that this Resolution is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Board of Trustees further determines that the Resolution bears a rational relation to the proper legislative objective sought to be attained.

SECTION 3. Severability. If any clause, sentence, paragraph or part of this Resolution or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the application to other persons or circumstances.

SECTION 4. Effective Date. This Resolution shall become effective immediately.

RESOLVED, APPROVED, and ADOPTED this 2nd day of February 2026 by a vote of ____ For and ____ Against.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

NON-EXCLUSIVE
EASEMENT AGREEMENT – STORM WATER

THIS NON-EXCLUSIVE EASEMENT AGREEMENT is made this ____ day of _____, 2026, between **JAMES FINLEY AND MARY JO FINLEY** (the "Grantor"), whose legal address is _____ and the **TOWN OF FAIRPLAY**, a municipal corporation of the State of Colorado (the "Town" or "Grantee"), whose legal address is 901 Main Street, Fairplay Colorado 80440. Together, the Grantor and the Town constitute the "parties".

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 Area") to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove, and operate one or more subsurface storm water conduits or surface grass-line storm water ditches, and all subsurface and surface appurtenances thereto, of such size and capacity as necessary or required by the Town (the "Storm Water System"), in, through, over and across the Easement Area, 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.

NOW THEREFORE, for and in consideration of the covenants and mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor and Town agree 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 Area for any purpose needful for the full enjoyment of any other right of occupancy or use provided for herein.

2. Grantor, also, conveys to the Town the right of egress and ingress on, over, and through Lot C3, Buttermilk Park, Phase 1, County of Park, State of Colorado (the "Larger Parcel") for any purpose reasonably related to the Town's construction, maintenance, monitoring, or repair of the Town's Storm Water System on the Easement Area. **Exhibit B**, attached hereto and incorporated herein by reference, describes the Larger Parcel. The Town is expressly released of any liability or damages or costs of any kind arising from Town's egress and ingress on, over, and through the Larger Parcel under this paragraph two (2).

3. Except as provided in paragraph four (4) herein, 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, asphalt, snow, street light, power pole, yard light, mailbox or sign, or other improvement, temporary or permanent, or the planting of any tree, woody plant or nursery stock, of any kind, on any part of the Easement Area. Grantor must keep the grass-lined storm water ditches per Town approved Bullet Road Storage Landscape Plan dated December 1, 2025 prepared by Stais Architecture & Interiors and stamped and signed construction documents. Any prohibited use or installation or improvement located on the Easement Area as of or after the date of this Agreement, may be removed by the Town at Grantor's expense and without any liability of any kind to the Town for damages arising therefrom.

4. Grantor may construct a chain link or similar type fence within the Easement Area. Grantor acknowledges and agrees that the Town may need to remove all or a portion of the fence to maintain, repair or replace the Storm Water System, in which case the Town shall provide advance written notice to Grantor (at least ten (10) days in advance, except in the case of an emergency) and shall minimize damage to the fence as reasonably possible. The Town retains the right to remove the fence from the Easement Area and the Town is expressly released of any liability or damages or costs or fees of any kind arising from the removal of the fence and shall have no obligation to repair or rebuild the fence.

5. Grantor understand that the Easement Area is intended to be used for regional storm water conveyance and accepts full responsibility for any flooding caused by the Grantor's installation and maintenance of fencing on the Easement Area.

6. After any construction or other operations by the Town which disturb the surface of the Easement Area, the Town will restore the general surface of the ground 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 Town stormwater drainage facilities or components of the Town's Storm Water Systems. For a period of one year following disturbance of the surface of the Easement Area 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 on the Easement Area. As set forth in

paragraphs three (3) and four (4) , the Town’s obligation to restore the Easement Area does not extend to any improvements thereon.

7. 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 water lines or appurtenances or components of the Town’s Storm Water Systems within the Easement Area.

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

9. 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.

10. 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.

11. 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 Area, provided that they do not interfere with the Town's rights herein granted, that public utilities crossing the Easement Area cross at approximately right angles, and that no utilities be permitted to parallel the Town's Storm Water System within ten feet thereof. Except for utilities as herein authorized and for roadways, all surface and subsurface uses of the Easement Area must be approved in writing by the Town before installation. Unauthorized or non-conforming utility installations may be removed by the Town without liability or damages or costs of any kind arising therefrom.

12. 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.

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

GRANTOR:

James Finley

Mary Jo Finley

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this ____ day of _____, 2026.

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 the Easement Area

I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, JANUARY 4, 2024, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS NOTED, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES OR IMPROVEMENTS ON ANY ADJOINING PARCELS, AND THAT THERE ARE NO APPARENT VIOLATIONS OR SIGN OF ANY EASEMENT OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

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

NOTES

- ### LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS

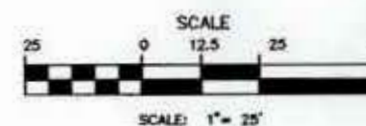
TITLE COMMITMENT NOTES

FIDELITY NATIONAL TITLE COMPANY.

COMMITMENT NO. 361-F15372-23, AMENDMENT NO. 1



BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT C3, THENCE N27°33'57"E ALONG THE NORTH LINE OF SAID LOT C3 FOR A DISTANCE OF 115.33', THENCE LEAVING SAID NORTH LOT LINE AND TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 77°43'01" AND WHOSE RADIUS IS 8.50' FOR A DISTANCE OF 11.53' AND WHOSE CHORD BEARS S09°08'28"E 10.67', THENCE S29°43'03" W FOR A DISTANCE OF 69.53', THENCE S02°56'11"E FOR A DISTANCE OF 25.88', THENCE S62°26'03"E PARALLEL TO AND 15' EASTERLY OF THE SOUTHWESTERLY LOT LINE OF SAID LOT C3 FOR A DISTANCE OF 343.10' TO A POINT ON THE SE LOT LINE OF SAID LOT C3, THENCE S27°33'48"W ALONG SAID SE LOT LINE FOR A DISTANCE OF 15.00' TO THE SW CORNER OF SAID LOT C3, THENCE N62°26'03"W ALONG THE SOUTHWESTERLY LOT LINE OF SAID LOT C3 FOR A DISTANCE OF 360.00' TO THE NW CORNER OF SAID LOT C3, THE POINT OF BEGINNING.



JOB NO. 2024-11

FINLEY

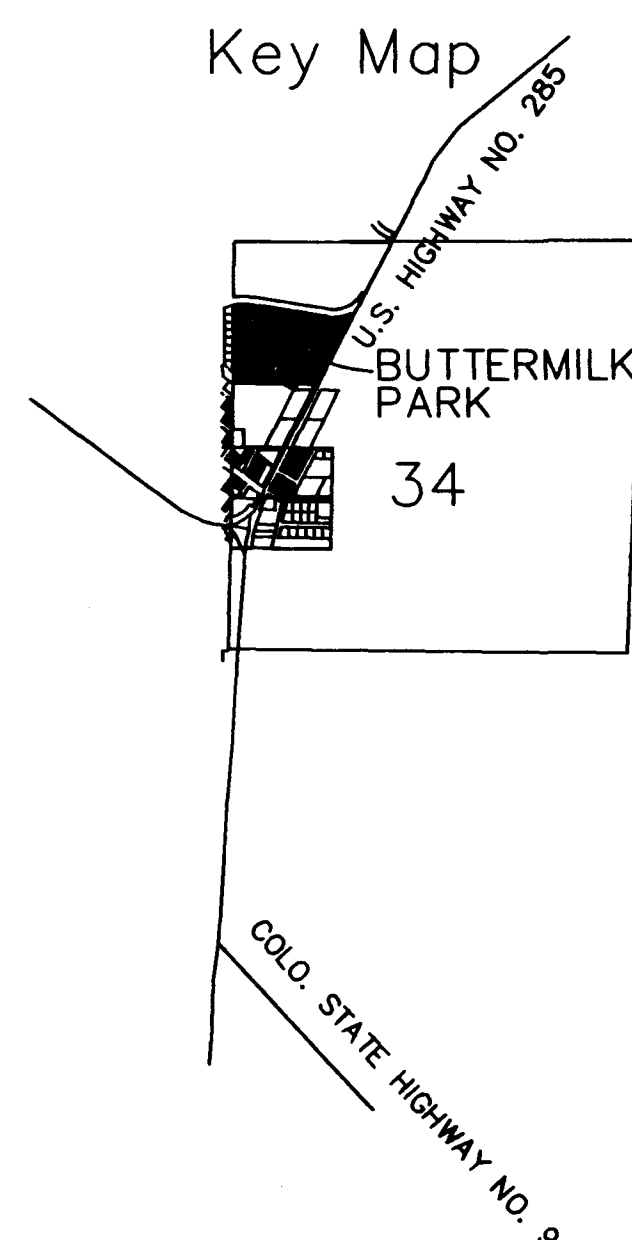
REVISÉ: DEC. 10, 2025

REVISED: NOV. 26, 2023
REVISED: JAN. 11, 2024

EXHIBIT B

Legal Description of the Larger Parcel

DATA: \BUTRWLK Thu Jan 22 07:20:39 1998 NORTHSTAR ENT. BOX 372, FAIRPLAY, CO 719-836-1425



BUTTERMILK PARK
PHASE 1
PARK COUNTY, COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that Karl P. Fanning and Judith L. Fanning are the owners of that portion of section 34, Township 9 South, Range 77 West of the 6th P.M., County of Park, State of Colorado, being more particularly described as follows:

Commencing at the W 1/4 corner of said section 34, thence N00°30'38"E along the west line of the NW 1/4 of said section 34 for a distance of 813.09', to the point of beginning, thence N00°30'38"E continuing along said west line NW 1/4 for a distance of 389.04', thence S89°34'33"E leaving said west line for a distance of 403.62' to a point on the westerly right-of-way of Bullet Road, thence N03°57'36"E along said R.O.W. for a distance of 615.63' to a point on the southerly Right-Of-Way of Park County road No. 3, thence easterly along said R.O.W. S81°39'03"E for a distance of 1073.77' to a point on the westerly Right-Of-Way of U.S. Highway No. 285, thence S27°33'47"W along said R.O.W. for a distance of 961.32', thence N89°34'33"W leaving said R.O.W. for a distance of 1067.14' to the point of beginning. Containing 22.60 acres, more or less. All bearings are referenced to the west line of the NW 1/4 of said section 34 as being N00°30'38"E, with both corners being found monuments as shown hereon; and said section has by these presents laid out, platted and subdivided the same into lots and tracts as shown on this plat, under the name and style of BUTTERMILK PARK, PHASE I, and does hereby convey in fee simple to the Town of Fairplay, State of Colorado, for the use of the public, the Avenues, Streets, Drives, Roads, Courts and Places hereon shown. Also the easements as shown hereon are reserved and or dedicated for the purposes shown.

EXECUTED this 19th day of February A.D. 1998.

Owners Karl P. Fanning Judith L. Fanning
Karl P. Fanning Judith L. Fanning

Owners [Signature]
Park County Board of County Commissioners

STATE OF COLORADO

COUNTY OF PARK

The foregoing statement and dedication was acknowledged before me this 19th day of February 1998.

WITNESS MY HAND AND SEAL
My Commission expires:

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I hereby certify that the plat of the real property shown and described hereon were made by me or under my direct responsibility, supervision, and checking, in strict compliance with Colorado Statutes, and that both survey and plat are true, accurate, and complete.

Dated this 18th of February, 1998 A.D.

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

OWNER CERTIFICATE:

I (We), Judith L. Hanning, Karl P. Fanning, owner(s), or designated agent thereto, do hereby agree to develop the above property in accordance with the use restrictions and conditions contained herein, and current Ordinances, Resolutions and Standards of the Town of Fairplay, Colorado.

Judith L. Fanning · Karl P. Fanning

Address: PO Box 610

Fairfax Co 80440

ACKNOWLEDGMENT:

State of Colorado)

County of Park) ss

The foregoing instrument was acknowledged before me this 17th day of February, 1998, by Judith L. Fanning and Karl P. Fanning as owners.

My commission expires 6-16-2001, witness my hand and
Official seal. 21 1

Notary Public

Address: PO Box 1702

Fairplay, Co 80440

NorthStar Enterprises
Surveying & Planning
P.O. Box 372, 601 Main St.
Fairplay, CO 80440
719-838-1425

BUTTERMILK PARK – PHASE 1
SECTION 34, T.9S., R.77W., 6th P.M.
PARK COUNTY, COLORADO

DATE: DEC. 25, 1997	DRAWN BY: TLB
SCALE: 1"=100'	JOB NO. 97-32

SIZE:	PREPARED FOR:	
D	KARL FANNING	SHEET 1 OF 2

A:\BUTMILK Thu Jan 22 07:45:03 1998 NORTHSTAR ENT. BOX 372, FAIRPLAY, CO 719-836-1425

**NON-EXCLUSIVE
EASEMENT AGREEMENT – SANITARY SEWER**

THIS NON-EXCLUSIVE EASEMENT AGREEMENT is made this ____ day of _____, 2026, between **JAMES FINLEY AND MARY JO FINLEY** ("Grantor"), whose legal address is BLANK, BLANK, BLANK 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.

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 Area") to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove, and operate one or more underground sanitary sewer pipelines to provide sanitary sewer service to the Fairplay community, and all underground and surface manhole or manhole covers or any other appurtenances thereto, of such size and capacity as necessary or required by the Town (the "Sanitary Sewer System"), in, through, over and across the Property, 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.

NOW THEREFORE, for and in consideration of the covenants and mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor and Town agree 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 Area for any purpose needful for the full enjoyment of any other right of occupancy or use provided for herein.

2. Grantor, also, conveys to the Town the right of egress and ingress on, over, and through Lot C3, Buttermilk Park, Phase 1, County of Park, State of Colorado (the "Larger Parcel") for any purpose reasonably related to the Town's construction, maintenance, monitoring, or repair of the Town's Sanitary Sewer System on the Easement Area. **Exhibit B**, attached hereto and incorporated herein by reference, describes the Larger Parcel. The Town is expressly released of any liability or damages or costs of any kind arising from the Town's egress and ingress on, over, and through the Larger Parcel under this paragraph two (2).

3. Except as provided in paragraph four (4) herein, 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, asphalt, snow, street light, power pole, yard light, mailbox or sign, or other improvement, temporary or permanent or the planting of any tree, woody plant or nursery stock, of any kind, on any part of the Easement Area. Any prohibited use or installation or improvement located on the Easement Area as of or after the date of this Agreement may be removed by the Town at Grantor's expense without any liability of any kind to the Town for damages arising therefrom.

4. Grantor may construct a chain link or similar type fence within the Easement Area. Grantor acknowledges and agrees that the Town may need to remove all or a portion of the fence to maintain, repair or replace the Sanitary Sewer System, in which case the Town shall provide advance written notice to Grantor (at least ten (10) days in advance, except in the case of an emergency) and shall minimize damage to the fence as reasonably possible. The Town retains the right to remove the fence from the Easement Area and the Town is expressly released of any liability or damages or costs or fees of any kind arising from the removal of the fence and shall have no obligation to repair or rebuild the fence.

5. After any construction or other operations by the Town which disturb the surface of the Easement Area, the Town will restore the general surface of the ground 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 Town sanitary sewer service facilities or components of the Town's Sanitary Sewer System. For a period of one year following disturbance of the surface of the Easement Area 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 on the Easement Area. As set forth in paragraphs three (3) and four (4), the Town's obligation to restore the Easement Area does not extend to any improvements thereon.

6. 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 water lines or appurtenances or components of the Town's Sanitary Sewer System within the Easement Area.

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

8. 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.

9. 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.

10. 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 Area, provided that they do not interfere with the Town's rights herein granted, that public utilities crossing the Easement Area cross at approximately right angles, and that no utilities be permitted to parallel the Town's Sanitary Sewer System within ten feet thereof. Except for utilities as herein authorized and for roadways, all surface and subsurface uses of the Easement Area must be approved in writing by the Town before installation. Unauthorized or non-conforming utility installations may be removed by the Town without liability or damages or costs of any kind arising therefrom.

11. 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.

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

GRANTOR:

James Finley

Mary Jo Finley

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me by _____ this ____ day of _____, 2026.

My commission expires:_____.

Witness my hand and official seal.

Notary Public

[SEAL]

TOWN OF FAIRPLAY, COLORADO

By: _____
Frank Just, Mayor

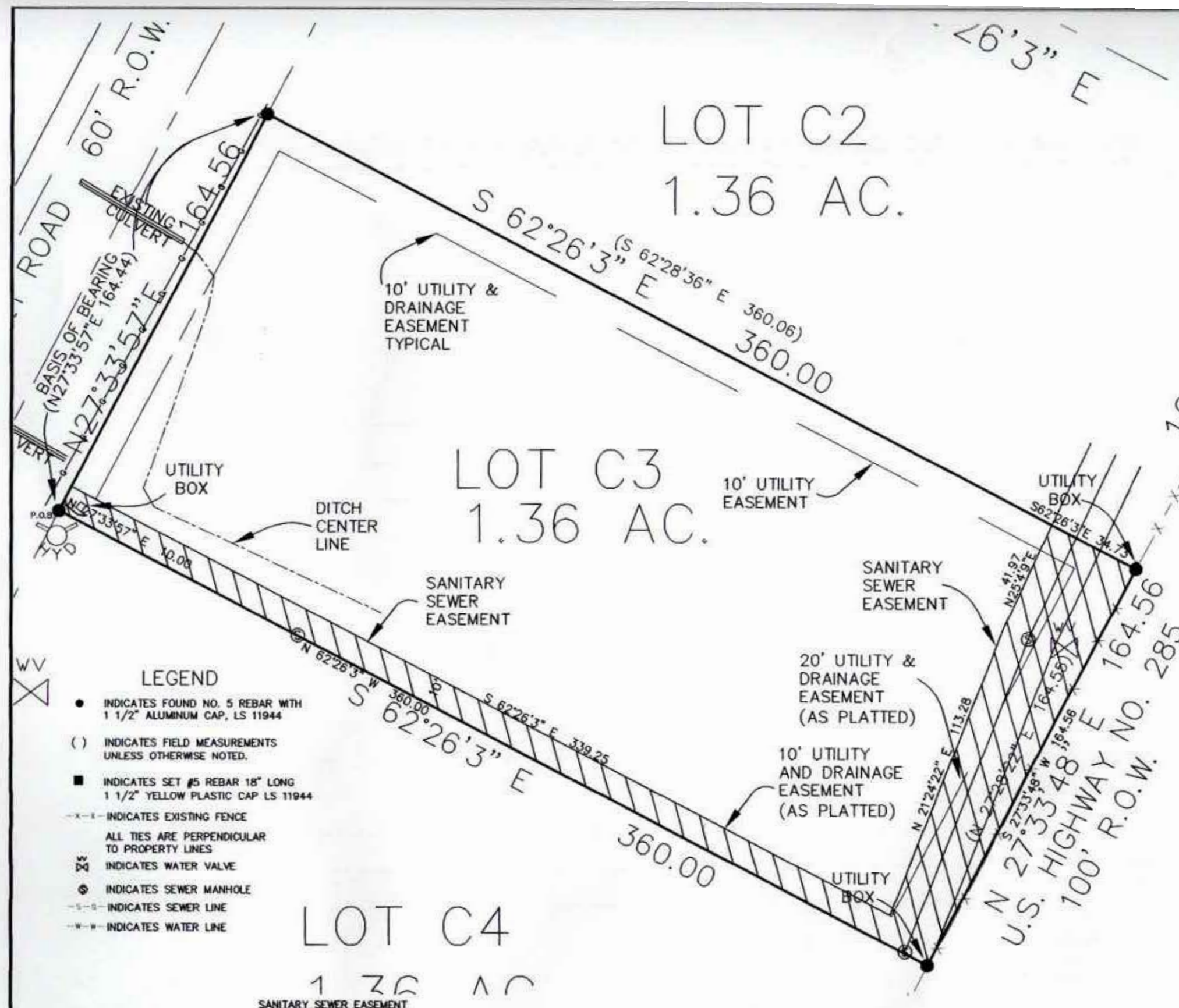
ATTEST:

Janell Sciacca, Town Clerk

[TOWN SEAL]

EXHIBIT A

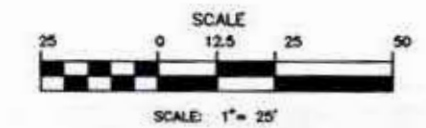
Legal Description of the Easement Area



- LEGEND**
- INDICATES FOUND NO. 5 REBAR WITH 1 1/2" ALUMINUM CAP, LS 11944
 - () INDICATES FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.
 - INDICATES SET #5 REBAR 18" LONG 1 1/2" YELLOW PLASTIC CAP LS 11944
 - x-x- INDICATES EXISTING FENCE
 - ALL TIES ARE PERPENDICULAR TO PROPERTY LINES
 - ⊗ INDICATES WATER VALVE
 - ⊙ INDICATES SEWER MANHOLE
 - S-S- INDICATES SEWER LINE
 - W-W- INDICATES WATER LINE

A SANITARY SEWER EASEMENT BEING LOCATED IN LOT C3 BUTTERMILK PARK PHASE 1, TOWN OF FAIRPLAY STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT C3, THENCE N27°33'57"E ALONG THE NORTH LINE OF SAID LOT C3 FOR A DISTANCE OF 10.00', THENCE S62°26'03"E ALSO BEING 10.00' EASTERLY OF AND PARALLEL TO THE WESTERLY LINE OF LOT C3 FOR A DISTANCE OF 339.25' THENCE N21°24'22"E FOR A DISTANCE OF 113.28', THENCE N25°04'09"E FOR A DISTANCE OF 41.97' TO A POINT ON THE EASTERLY LINE OF SAID LOT C3, THENCE S62°26'03"E ALONG SAID EASTERLY LOT LINE FOR A DISTANCE OF 34.73' TO THE NORTHEASTERLY LOT CORNER OF LOT C3, THENCE S27°33'48"W ALONG THE EASTERLY LOT LINE OF LOT C3 OF A DISTANCE OF 164.56', TO THE SOUTHWESTERLY CORNER OF LOT C3, THENCE N62°26'03"W ALONG THE WESTERLY LINE OF LOT C3 FOR A DISTANCE OF 360.00' TO THE NORTHWESTERLY COR. OF LOT C3, THE POINT OF BEGINNING.



SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE STATEMENT HEREON, SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY. I, THOMAS L. BURNETT, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY TO JAMES FINLEY THAT THE PLAT AND SURVEY OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON WAS PERFORMED BY ME OR UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING, IN STRICT COMPLIANCE WITH COLORADO STATUTES, AND THAT BOTH THE SURVEY AND PLAT ARE TRUE, ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, JANUARY 4, 2024, EXCEPT UTILITY CONNECTIONS, ARE WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS NOTED, THAT THERE ARE NO ENCROACHMENTS UPON ADJACENT PROPERTIES AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BORDERING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

DATED THIS 10th DAY OF JAN 2024
THOMAS L. BURNETT
PROFESSIONAL LAND SURVEYOR, COLO. LICENSE NO. 11944
© 2024 BURNETT LAND SURVEYING, INC.

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

NOTE: LEGAL DESCRIPTION AND RECORD EASEMENTS PER THE RECORDED PLAT OF FAIRPLAY BUTTERMILK PHASE 1, AS RECORDED FEBRUARY 24, 1998, RECEPTION NO. 488018

NOTES:

- 1) THE BASIS OF BEARING IS THE ASSUMED BEARING OF A LINE FROM THE NORTH WEST CORNER TO THE SOUTH WEST CORNER OF LOT C3 AS BEING N27°33'58"E WITH BOTH CORNERS BEING FOUND MONUMENTS AS SHOWN.
- 2) CLIENT DID NOT WANT RIGHT-OF-WAYS AND EASEMENTS RESEARCHED AND SHOWN.
- 3) THE PURPOSE OF THIS SURVEY IS TO CREATE A SANITARY SEWER LINE EASEMENT.
- 4) MEASUREMENTS SHOWN IN PARENTHESES ARE FIELD MEASUREMENTS, UNLESS OTHERWISE NOTED.
- 5) 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.
- 6) 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 18-6-508.
- 7) ALL DIMENSIONS ARE IN U.S. SURVEY FEET
- 8) DEED FOR THIS PROPERTY IS RECORDED AT REC. NO. 777431 C.R.S.

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS

ALL ACTIONS AGAINST ANY LAND SURVEYOR BROUGHT TO RECOVER DAMAGES RESULTING FROM ANY ALLEGED NEGLIGENCE 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 THAN TEN YEARS AFTER THE COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.

TITLE COMMITMENT NOTES:

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

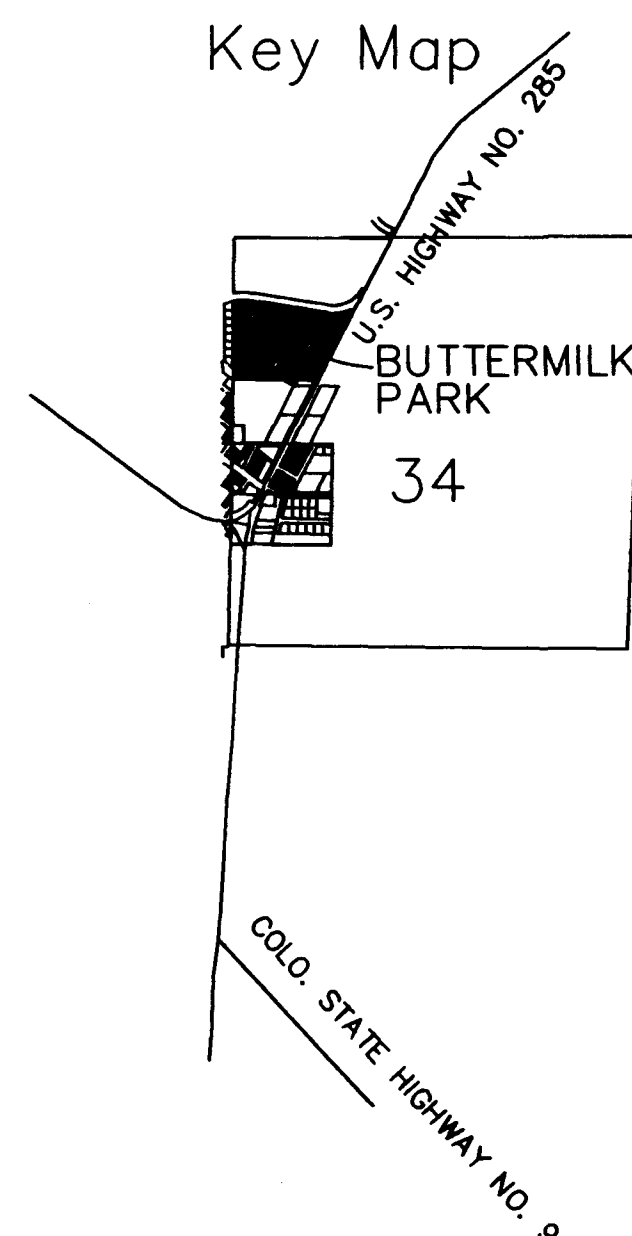
FIDELITY NATIONAL TITLE COMPANY.
COMMITMENT NO. 361-F15372-23, AMENDMENT NO. 1

SANITARY SEWER LINE EASEMENT	
LOT C3, BUTTERMILK PARK PHASE 1, FAIRPLAY	
PARK COUNTY, COLORADO	
SEC. 34 T. 9S R. 77W 6th P.M.	ADDRESS: 1171 BULLET ROAD
BURNETT LAND SURVEYING, INC.	DATE: JANUARY 4, 2024
P.O. BOX 1955, 361 HWY 206, STE 104 FAIRPLAY, COLORADO 80440 (719) 836-1425	SCALE: 1"= 25'
	DRAWN BY: TLB
	JOB NO. 2024-115
	BORROWER:
	FINLEY
	REVISED: DEC. 10, 2025
	REVISED: NOV. 26, 2025
	REVISED: JAN. 11, 2024

EXHIBIT B

Legal Description of the Larger Parcel

A:\BUTRNLK Thu Jan 22 07:20:39 1998 NORTHSTAR ENT. BOX 372, FAIRPLAY, CO 719-836-1425



BUTTERMILK PARK
PHASE 1
PARK COUNTY, COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that Karl P. Fanning and Judith L. Fanning are the owners of that portion of section 34, Township 9 South, Range 77 West of the 6th P.M., County of Park, State of Colorado, being more particularly described as follows:

Commencing at the W 1/4 corner of said section 34, thence N00° 30'38"E along the west line of the NW 1/4 of said section 34 for a distance of 81.03', to the point of beginning, thence N00°30'38"E continuing along said west line NW 1/4 for a distance of 389.04', thence S89°34'33"E leaving said west line for a distance of 403.62' to a point on the westerly right-of-way of Bullet Road, thence N03°57'36"E along said R.O.W. for a distance of 615.63' to a point on the southerly Right-Of-Way of Park County road No. 3, thence easterly along said R.O.W. S81°39'03"E for a distance of 1073.77' to a point on the westerly Right-Of-Way of U.S. Highway No. 285, thence S27°33'47"W along said R.O.W. for a distance of 961.32', thence N89°34'33"W leaving said R.O.W. for a distance of 1067.14' to the point of beginning. Containing 22.60 acres, more or less. All bearings are referenced to the west line of the NW 1/4 of said section 34 as being N00°30'38"E. The above described corners being found monuments as shown hereon; that said owner has by these presents laid out, platted and subdivided the same into lots and tracts, as shown on this plat, under the name and style of BUTTERMILK PARK, PHASE I, and does hereby convey in fee simple to the Town of Fairplay, State of Colorado, for the use of the public, the Avenues, Streets, Drives, Roads, Courts and Places hereon shown. Also the easements as shown hereon are reserved and or dedicated for the purposes shown.

EXECUTED this 19th day of February A.D. 1998.

Owners Karl P. Fanning Judith L. Fanning
Karl P. Fanning Judith L. Fanning

Owners [Signature]
Park County Board of County Commissioners

STATE OF COLORADO

COUNTY OF PARK

The foregoing statement and dedication was acknowledged before me this 19th day of February, 1998.

WITNESS MY HAND AND SEAL

WITNESS MY HAND AND
My Commission expires:

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I hereby certify that the plat of the real property shown and described hereon were made by me or under my direct responsibility, supervision, and checking, in strict compliance with Colorado Statutes, and that both survey and plat are true, accurate, and complete.

Dated this 18 of February, 1998 A.D.

THOMAS L. BURNETT, PLS. 11944

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

OWNER CERTIFICATE:

I(We), Judith L. Tanning, Karl P. Tanning, owner(s), or designated agent thereto, do hereby agree to develop the above property in accordance with the use restrictions and conditions contained herein, and current Ordinances, Resolutions and Standards of the Town of Fairplay, Colorado.

Judith L. Fanning · Karl P. Fanning

Address: PO Box 610

Fairfax Co 80440

ACKNOWLEDGMENT:

State of Colorado)

County of Park) ss
)

The foregoing instrument was acknowledged before me this 17th day of February, 1998, by Judith L. Fanning and Karl P. Fanning as owners.

My commission expires 6-16-2001, witness my hand and
Official seal. 21

Notary Public

Address: PO Box 1702
Fairplay, Co 80440

NorthStar Enterprises
Surveying & Planning
P.O. Box 372, 601 Main St.
Fairplay, CO 80440
719-838-1425

BUTTERMILK PARK - PHASE 1
SECTION 34, T.9S., R.77W., 6th P.M.
PARK COUNTY, COLORADO

DATE: DEC. 25, 1997	DRAWN BY: TLB
SCALE: 1"=100'	JOB NO. 97-32

SIZE: D	PREPARED FOR: KARL FANNING	SHEET 1 OF 2
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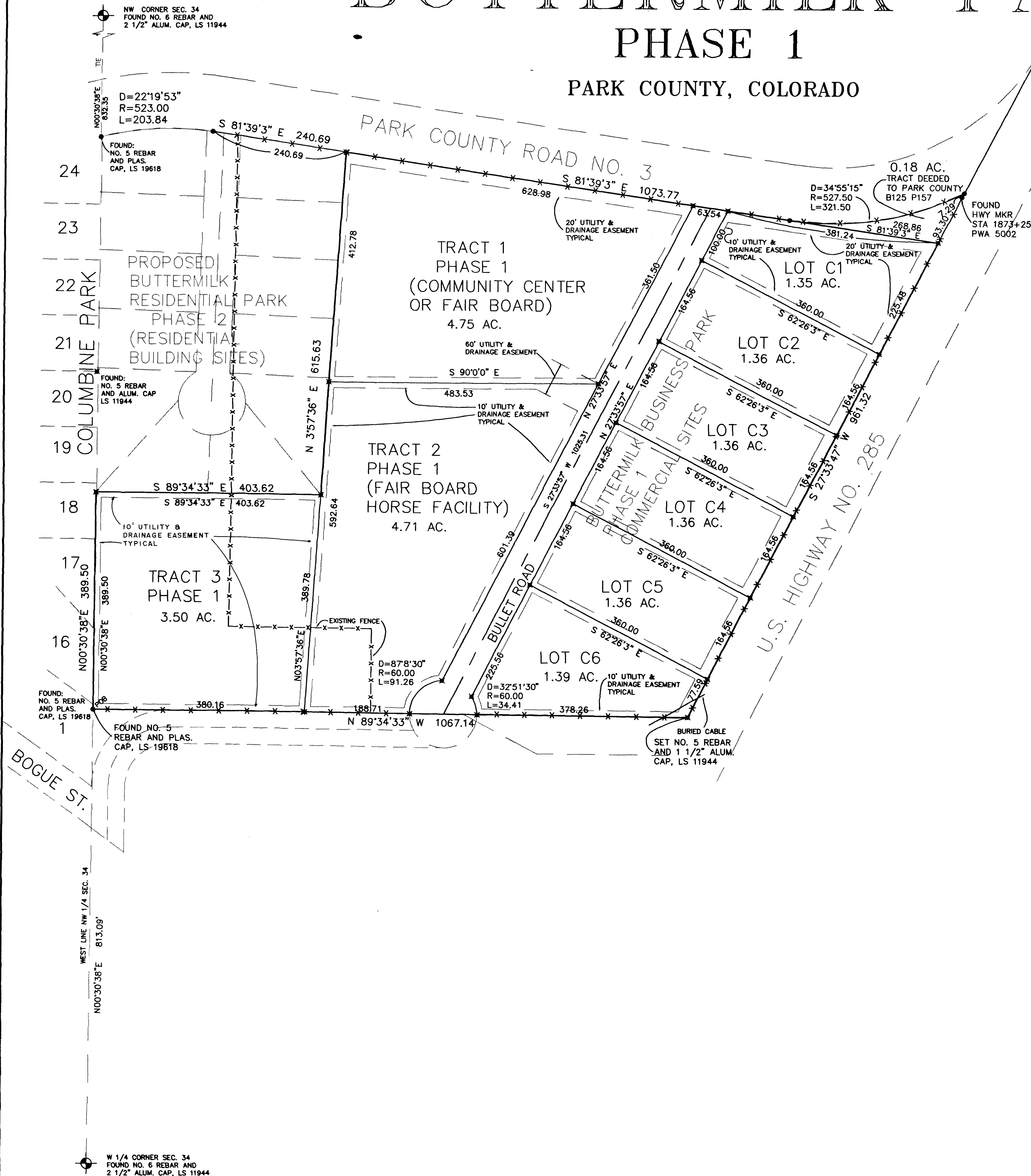
DRAWING NUMBER

DRAWING NUMBER

A:\BUTMILK Thu Jan 22 07:45:03 1998 NORTHSTAR ENT. BOX 372, FAIRPLAY, CO 719-836-1425

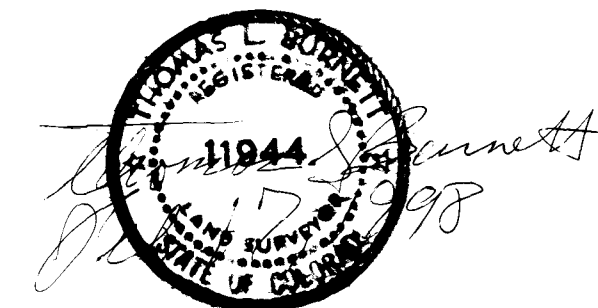
LEGEND

- INDICATES FOUND NO. 5 REBAR AND CAP.
LS 19618, OR AS SHOWN.
- ✱ INDICATES SET NO. 5 REBAR AND ALUM.
CAP, LS 11944



NOTES:

2. The basis of bearing is the deeded bearing of the west line of the NW 1/4 of said section 34 as being N00°30'38"E, with both corners being found monuments as shown.
2. All property corners are found monuments as shown, or are shown with Nos. 5 rebar and 1 1/2" Alum. cap, L5 11944.
3. Legal description per the recorded deed as recorded March, 1981 in Book 514 at Page 192.
4. RIGHT-OF-WAYS AND EASEMENTS researched per title commitment from SECURITY TITLE GUARANTY.
5. A 10' non-exclusive utility & drainage easement is hereby granted along the front of all lots.
6. A 20' non-exclusive utility & drainage easement (10' either side of the lot line) is hereby granted along the side lot lines.
7. A 20' non-exclusive utility & drainage easement is hereby granted on lot lines adjacent to Highway 285 Right-Of-Way (lots C1-C6), and on lot lines adjacent to Stark County Road 1 (Lots Tract 1).
8. A 10' non-exclusive utility & drainage easement is hereby granted along lot lines of Tracts 1, 2 & 3, or as shown.
9. No permanent structure shall be erected within any easements shown hereon, except for utilities, drainage structures or other easement-related appurtenances.
10. No fences, landscaping or other structures shall be placed within 10 feet on all sides of any fire hydrant within this subdivision.
11. No building permit shall be issued for any lot unless street and utility improvements for that lot have been constructed.
12. The base course and pavement for Bullet Road is designed for 10,000 18-kip equivalent truck single-axle load applications (EAL'S) over the first 20 years, which corresponds to about 37 equivalent 18-kip single-axle load applications per day. If actual road usage requires load applications in excess of the design values, road stability should be re-evaluated.
13. This development is in the Northwest Fire Protection District.
14. This development is zoned P.U.D.
15. Electricity, and telephone shall be provided along the east side of Bullet Road.
16. Individual lot owners shall be responsible for obtaining a building permit from the appropriate building authority.
17. Individual lot owners shall be responsible for connection and fees to main water taps.
18. Individual lot owners shall be responsible for connection and fees to main sewer taps.
19. Individual lot owners shall be required to submit and obtain approval from the Town of Fairplay, of an individual lot drainage plan.
20. This plot contains 1025.31 feet of new road.
21. This subdivision has 6 commercial lots.
22. Subject property does not appear to lie in a flood hazard area (zone C) according to the FEMA map #0801390009B dated 04/01/87.
23. Easement for the South half of the cul-de-sac of Bullet Road is Recorded at Reception NO. _____
24. Easement for the water line running south of Tract 1 and Tract 3 from the intersection of Bogue Street and Eight Street is recorded at Reception NO. _____



BUTTERMILK PARK - PHASE 1
SECTION 34, T.9S., R.77W., 6th P.M.
PARK COUNTY, COLORADO

NorthStar Enterprises
Surveying & Planning
P.O. Box 372, 651 Silverheels Cir.
Fairplay, CO 80440
719-836-2947

DATE: DEC. 25, 1997	DRAWN BY: TLB
---------------------	---------------

SCALE: 1"=100'

SIZE:	PREPARED FOR:	
D	KARL FANNING	SHEET 2 OF 2

SHEET 2 OF 2

NON-EXCLUSIVE
EASEMENT AGREEMENT – SANITARY SEWER

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2026, between **BROWN DOG MOUNTAIN PROPERTY LLC** (the "Grantor"), whose legal address is BLANK BLANK BLANK 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.

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 surface of Lot C4, Buttermilk Park, Phase 1 County of Park, State of Colorado (the "Property"), 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 ("Blanket Surface Easement").

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 Property for any purpose needful for the full enjoyment of any other right of occupancy or 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 or fence, or asphalt, snow, street light, power pole, 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 Property that may hinder or impede or block the Town's access to the sanitary sewer system and sewer system easement (together, the "Sanitary Sewer") on Lot C3, Buttermilk Park, Phase 1 County of Park, State of Colorado. Any prohibited use or installation located or found on the Property may be removed by the Town at Grantor's expense and without any fees, costs or liability of any kind whatsoever arising from the Town's removal of same.

3. Grantor accepts that a Blanket Surface Easement is granted to the Town across the Grantor's Property so the Town may access the Sanitary Sewer, including the three existing sanitary sewer manholes located on the adjacent Lot C3 property since the adjacent Lot C3 proposes to put a fence on top of the sanitary sewer system blocking access.

4. The Blanket Surface Easement conveyed to the Town herein does not affect in any way the easements conveyed to the Town through the Buttermilk Park, Phase 1 plat recorded in the South Park Clerk and Recorder's Office on DATE at Reception No. BLANK ("Plat"). The Blanket Surface Easement is in addition to the easements conveyed to the Town through the Plat.

5. After any use by the Town of the Blanket Surface Easement which disturbs the surface of the Property, the Town will restore the general surface of the ground as nearly as may reasonably be done to the grade and condition it was in immediately prior to the use.

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

7. 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.

8. 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.

9. 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 Property, provided that they do not interfere with the Town's rights herein granted, that public utilities crossing the Property 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 uses of the Property 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.

10. 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.

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

GRANTOR:

James Finley

Mary Jo Finley

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ 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

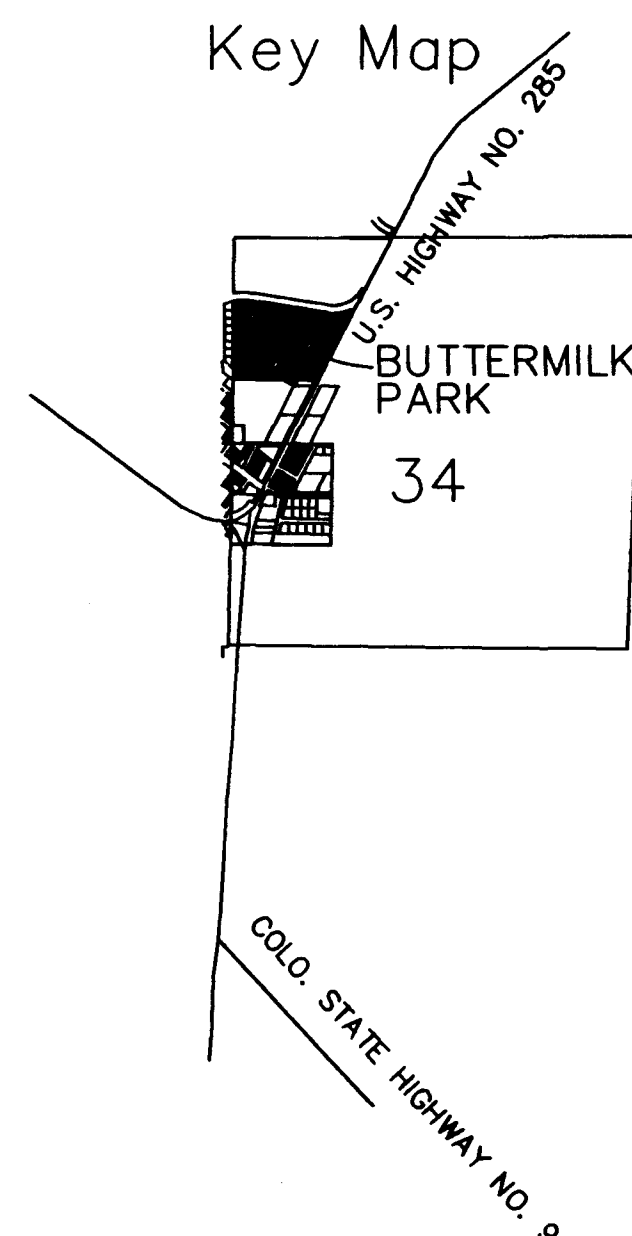
ATTEST:

Janell Sciacca, Town Clerk

[TOWN SEAL]

EXHIBIT A

Legal Description of Easement Premises - attached



BUTTERMILK PARK
PHASE 1
PARK COUNTY, COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that Karl P. Fanning and Judith L. Fanning are the owners of that portion of section 34, Township 9 South, Range 77 West of the 6th P.M., County of Park, State of Colorado, being more particularly described as follows:

Commencing at the W 1/4 corner of said section 34, thence N00° 30'38"E along the west line of the NW 1/4 of said section 34 for a distance of 81.03', to the point of beginning, thence N00°30'38"E continuing along said west line NW 1/4 for a distance of 389.04', thence S89°34'33"E leaving said west line for a distance of 403.62' to a point on the westerly right-of-way of Bullet Road, thence N03°57'36"E along said R.O.W. for a distance of 615.63' to a point on the southerly Right-Of-Way of Park County road No. 3, thence easterly along said R.O.W. S81°39'03"E for a distance of 1073.77' to a point on the westerly Right-Of-Way of U.S. Highway No. 285, thence S27°33'47"W along said R.O.W. for a distance of 961.32', thence N89°34'33"W leaving said R.O.W. for a distance of 1067.14' to the point of beginning. Containing 22.60 acres, more or less. All bearings are referenced to the west line of the NW 1/4 of said section 34 as being N00°30'38"E. The above described corners being found monuments as shown hereon; that said owner has by these presents laid out, platted and subdivided the same into lots and tracts, as shown on this plat, under the name and style of BUTTERMILK PARK, PHASE I, and does hereby convey in fee simple to the Town of Fairplay, State of Colorado, for the use of the public, the Avenues, Streets, Drives, Roads, Courts and Places hereon shown. Also the easements as shown hereon are reserved and or dedicated for the purposes shown.

EXECUTED this 19th day of February A.D. 1998.

Owners Karl P. Fanning Judith L. Fanning
Karl P. Fanning Judith L. Fanning

Owners _____
Park County Board of County Commissioners

STATE OF COLORADO

COUNTY OF PARK

The foregoing statement and dedication was acknowledged before me this 19th day of February 1998.

WITNESS MY HAND AND SEAL

WITNESS MY HAND AND
My Commission expires:

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I hereby certify that the plat of the real property shown and described hereon were made by me or under my direct responsibility, supervision, and checking, in strict compliance with Colorado Statutes, and that both survey and plat are true, accurate, and complete.

Dated this 18th of February, 1998 A.D.

THOMAS L. BURNETT, PLS. 11944

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

OWNER CERTIFICATE:

I (We), Judith L. Manning, Karl P. Fanning, owner(s), or designated agent thereto, do hereby agree to develop the above property in accordance with the use restrictions and conditions contained herein, and current Ordinances, Resolutions and Standards of the Town of Fairplay, Colorado.

Judith L. Fanning · Karl P. Fanning

Address: PO Box 610

Fairplay Co 80440

ACKNOWLEDGMENT:

State of Colorado)

County of Park) ss
)

The foregoing instrument was acknowledged before me this 17th day of February, 1998, by Judith L. Fanning and Karl P. Fanning as owners.

My commission expires 6-16-2001, witness my hand and
Official seal. 21 1/1

Notary Public

Address: PO Box 1702
Fairplay, Co 80440

NorthStar Enterprises
Surveying & Planning
P.O. Box 372, 601 Main St.
Fairplay, CO 80440
719-838-1425

BUTTERMILK PARK - PHASE 1
SECTION 34, T.9S., R.77W., 6th P.M.
PARK COUNTY, COLORADO

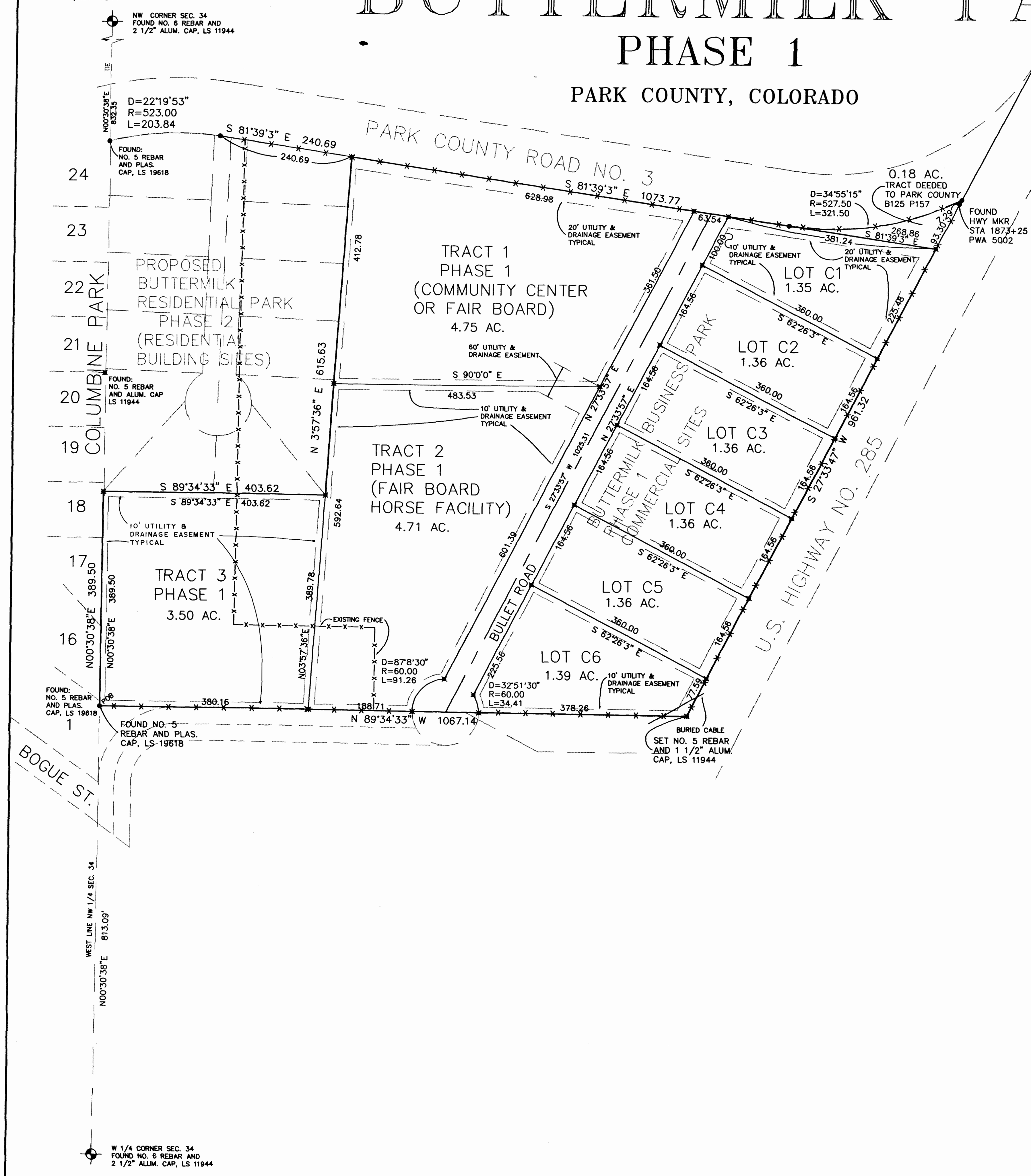
DATE: DEC. 25, 1997	DRAWN BY: TLB
SCALE: 1"=100'	JOB NO. 97-32

SIZE: D	PREPARED FOR: KARL FANNING	SHEET 1 OF 2
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Easement & Receipt # 490744
Original Easement Agree - 485-301

BUTTERMILK PARK
PHASE 1
PARK COUNTY, COLORADO

- INDICATES FOUND NO. 5 REBAR AND CAP
LS 19618, OR AS SHOWN.
- ✱ INDICATES SET NO. 5 REBAR AND ALUM.
CAP, LS 11944



1. The basis of bearing is the deeded bearing of the west line of the NW 1/4 of said section 34 as being N00°30'38"E, with both corners here by found monuments as shown.
2. All property corners are found monuments as shown, or are set with No. 5 rebar and 1 1/2" Alum, cop, L5 11944.
3. Legal description per the recorded deed as recorded March, 1994 in Book 514 at Page 192.
4. RIGHT-OF-WAYS AND EASEMENTS researched per title commitment from SECURITY TITLE GUARANTY.
5. A 10' non-exclusive utility & drainage easement is hereby granted along the front of all lots.
6. A 20' non-exclusive utility & drainage easement (10' either side of the lot line) is hereby granted along the side lot lines.
7. A 20' non-exclusive utility & drainage easement is hereby granted on lot lines adjacent to Highway 285 Right-Of-Way (lots C1-C6), and on lot lines adjacent to Park County Road 3, lots C1 and C7 (1).
8. A 10' non-exclusive utility & drainage easement is hereby granted along lot lines of Tracts 1, 2 B, 3, or as shown.
9. No permanent structure shall be erected within any easements shown hereon, except for utilities, drainage structures or other easement-related appurtenances.
10. No fences, landscaping or other structures shall be placed within 10 feet on all sides of any fire hydrant within this subdivision.
11. No building permit shall be issued for any lot unless street and utility improvements for that lot have been constructed.
12. The base course and pavement for Bullet Road is designed for 300,000 18-kip equivalent truck single-axle load applications (EAL'S) over the first 20 years, which corresponds to 200,000 18-kip single-axle load applications per day. If actual road usage requires load applications in excess of the design values, road stability should be re-evaluated.
13. This development is in the Northwest Fire Protection District.
14. This development is zoned P.U.D.
15. Electricity and telephone shall be provided along the east side of Bullet Road.
16. Individual lot owners shall be responsible for obtaining a building permit from the appropriate building authority.
17. Individual lot owners shall be responsible for connection and fees to main water taps.
18. Individual lot owners shall be responsible for connection and fees to main sewer taps.
19. Individual lot owners shall be required to submit and obtain approval from the Town of Fairplay, of an individual lot drainage plan.
20. This plat contains 1025.31 feet of new road.
21. This subdivision has 6 commercial lots.
22. Subject property does not appear to lie in a flood hazard area (zone C) according to the FEMA map #0801390009B dated 04/01/87
23. Easement for the South half of the cul-de-sac of Bullet Road is Recorded at Reception No. _____
24. Easement for the water line running south of Tract 1 and Tract 3 from the intersection of Bogue Street and Eight Street is recorded at Reception No. _____



BUTTERMILK PARK - PHASE 1
SECTION 34, T.9S., R.77W., 6th P.M.
PARK COUNTY, COLORADO

NorthStar Enterprises
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P.O. Box 372, 651 Silverheels Cir.
Fairplay, CO 80440
719-836-2947

DATE: DEC. 25, 1997	DRAWN BY: TLB
SCALE: 1"=100'	
SIZE: D	PREPARED FOR: KARL FANNING
	SHEET 2 OF 2

DRAWING NUMBER

DRAWING NUMBER

A: \BUTMILK Thu Jan 22 07:45:03 1998 NORTHSTAR ENT. BOX 372, FAIRPLAY, CO 719-836-1425



TO: Mayor and Board of Trustees
FROM: Janell Sciacca, Town Administrator/Clerk
RE: Resolution No. 8, Appointment of Election Judges
DATE: February 2, 2026

Background/Analysis:

As a Statutory Town, Fairplay conducts its Regular Municipal Election on the 1st Tuesday in even numbered years. The next Regular Election is scheduled to be held Tuesday, April 7, 2026.

C.R.S. § 31-10-401 provides that the governing body of a municipality shall appoint judges of election to oversee and conduct the ballot counting process. Fairplay's election will be conducted by Mail Ballot and the ballots will be counted manually. This will be a multi-day process beginning the week of March 23 which will be after the ballots are mailed out.

The judges that have been selected have served at the County level and all have indicated a desire to be appointed and serve as judges for the Town's election.

The Town will pay each \$25.00/day for each day they report to Town Hall. They will also be paid \$25.00 for training. These fees have been budgeted as part of the total expense for the election.

Staff is recommending approval of these appointments and is happy to answer any questions. Upon approval, each judge will be sent a confirmation of and acceptance of appointment form acknowledging their appointment and confirming their willingness to serve.

Recommendation:

Following questions by the Board, Staff recommends approval of Resolution No. 8, Series of 2026, as presented by motion, second and a roll call vote.

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 2026-08

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPOINTING ELECTION JUDGES FOR THE APRIL 7, 2026 REGULAR MUNICIPAL MAIL BALLOT ELECTION.

WHEREAS, pursuant to Section 31-10-401, C.R.S., provides that at least fifteen days before each municipal election the governing body shall appoint the judges of election and that each judge of election shall be a registered elector in Colorado and at least eighteen years of age; and

WHEREAS, the Town Clerk has nominated and submitted to the Board of Trustees the names of four (4) qualified registered electors to serve as judges of election; and

WHEREAS, the Board of Trustees has reviewed the list of proposed judges of election as recommended by the Town Clerk and has found them to be qualified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that the persons listed below are hereby appointed as judges of election for the Regular Election to be held on Tuesday, April 7, 2026:

1. David Santo, 2675 County Road 60, Grant, CO 80448
2. Scott Coleman, 4404 Juniper Court, Fairplay, CO 80440
3. Patrice Hufnagel, 675 Conestoga Road, Bailey, CO 80421
4. Connie Gray, 248 Goldenburg Canyon Road, Hartsel, CO 80449

RESOLVED, APPROVED, AND ADOPTED this 2nd day of February, 2026

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk CMC



TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator/Clerk

RE: Resolution No. 9, Water Operator in Responsible Charge (ORC) Professional Services Agreement

Resolution No. 10, Wastewater Operator in Responsible Charge (ORC) Professional Services Agreement

DATE: February 2, 2026

Background/Analysis:

For the past five years the Town of Fairplay has contracted with Warm Springs, LLC for Water and Wastewater ORC services. In 2024 the Town conducted an RFP for these services, and while there was interest from several other companies, Warm Springs was the only company that responded to the RFP and the Town entered into the standard one year agreement for ORC services with them for Water and Wastewater.

In 2025, the Town became aware that the owner of Warm Springs would be seeking to retire at the end of 2026. Therefore, Staff began discussions with other consultants, including one that had attended the RFP meeting in 2024 (Watters H2O Services) in order to be ready to transition services to another ORC. Watters H2O was invited to the Town to meet with Staff on two separate occasions and has provided the attached proposal for assuming Water ORC services for the Town, and Staff feels the proposal is reasonable as Chris Bannister is actually performing a majority of the work for the Town and he and the rest of the Town crew need minimal oversight. Watters H2O has indicated a strong willingness, and has the professional expertise, depth of knowledge and years of experience to help the Town complete important items on the list of deliverables that have not been accomplished in the past. As such, Staff is recommending approval of a PSA with Watters H2O Services effective immediately.

While Watters H2O also indicated interest and ability to assume ORC services for Wastewater, after discussions with both Larry Watters and Keith Chisholm, it was decided to move forward with Chisholm (AVT Consulting) serving as ORC for Wastewater. Chisholm presented the proposal attached to the PSA for the Board's consideration, and Staff will leave it up to the Board to decide compensation. However, Staff has requested if the Chisholm would accept less due to the fact that Town Staff is to assume more duties with Chisholm providing required training for them.

“Where History Meets the High Country”

Recommendation:

Following discussion and questions by the Board, Staff recommends the following:

1. Approval of Resolution No. 9, Series of 2026, as presented by motion, second and a roll call vote to approve a Professional Services Agreement with Watters H2O Services for Water ORC services with compensation as proposed in the Exhibit B - Compensation.
2. Approval of Resolution No. 10, Series of 2026, as presented by motion, second and a roll call vote to approve a Professional Services Agreement with AVT Consulting, LLC, for Wastewater ORC services with compensation at \$ _____ / month.

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 9

(Series of 2026)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND WATTERS H2O SERVICES FOR WATER OPERATOR IN RESPONSIBLE CHARGE (ORC) SERVICES.

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

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

WHEREAS, Watters H2O Services has submitted a proposal for Operator In Responsible Charge (ORC) services for Water for the Town of Fairplay; and

WHEREAS, Watters H2O Services represents it is qualified to provide said technical services; and

WHEREAS, the Board of Trustees has reviewed the documents and desires to enter into an agreement with Watters H2O Services for services as specified in the proposal.

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

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

Section 2. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and ADOPTED this 2nd day of February, 2026.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 2nd day of January, 2026, by and between the Town of Fairplay, a Colorado statutory municipality (the “Town”) and Watters H2O Services, an independent contractor (“Consultant”).

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from **Exhibit A** (Scope of Services) and **Exhibit A.2** (List of Deliverables), attached hereto and incorporated herein by this reference.

B. Any change in the Scope of Services shall constitute a material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract.

II. REPORTS, DATA AND WORK PRODUCT

A. The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform the Scope of Services. All documents provided by the Town to Consultant shall be returned to the Town. The Consultant is authorized by the Town to retain copies of such data and materials at the Consultant's expense.

B. Other than sharing information with designated third parties as previously directed by the Town, no project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure.

C. The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the Town upon completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other

proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

D. Upon request, Consultant shall provide the Town electronic versions of all work product, in the format directed by the Town.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed the budgeted amount per request/project. The method and manner of payment shall be as specified in **Exhibit B**, attached hereto and incorporated herein by this reference. The maximum amount specified herein shall include all fees and expenses incurred by the Consultant in performing all services hereunder.

B. Notwithstanding the maximum amount specified in subsection A hereof, Consultant shall only be paid for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

IV. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt of a Notice to Proceed, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the Town, the Scope of Services shall be complete and Consultant shall furnish the Town the specified deliverables as provided in **Exhibits A and A.2**.

V. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by the Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by the Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations and professional standards.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than ten percent (10%) of the work required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the Town a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the Town reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

VI. INSURANCE

A. Consultant 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 Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's Compensation insurance to cover obligations imposed by applicable law for any person engaged in the performance of any work under this Contract..

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and two million dollars (\$2,000,000) general aggregate.

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

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

VII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant.

VIII. TERMINATION

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

IX. CONFLICT OF INTEREST

Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

X. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

XI. WORKERS WITHOUT AUTHORIZATION

A. Certification. Consultant certifies that it will verify the eligibility of its employees and subcontractors to work as required by 8 U.S.C.A. §1324a. Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that the Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. Consultant further authorizes the Colorado Department of Labor to conduct random audits of its employment records, agrees to comply with the Colorado Department of Labor's requests for documentation, and otherwise comply with other reasonable requests demonstrating the Contractor's compliance with 8 U.S.C.A. §1324a.

B. Prohibited Acts. Consultant shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

(1) If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the Town within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Agreement.

D. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with this Agreement.

E. If Consultant does not have employees, Consultant shall sign the "No Employee Affidavit" attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the "Department Program Affidavit" attached hereto.

XII. MISCELLANEOUS

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

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the Town, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

The Town: Janell Sciacca, Town Administrator
Town of Fairplay, Colorado
PO Box 267
901 Main Street
Fairplay, CO 80440

Consultant: Larry Watters
Leticia Watters
Watters H2O Services
570 Pembroke Drive
PO Box 940
Woodland Park, CO 80863

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the parties.

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

I. 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 Agreement, 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 Town and its officers or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the Town not to be performed during the current fiscal year is

specifically made subject to appropriation of funds for such performance. Should the Town's governing body not appropriate funds for the performance of this contract in any future fiscal year this Agreement shall automatically terminate without further action by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

TOWN OF FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk

CONSULTANT

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2026, by _____, as _____ of Watters H2O Services.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

SCOPE OF SERVICES

Scope of Services "**OPERATOR IN RESPONSIBLE CHARGE**" means the person designated by the Town/Owner of the water or wastewater facility to be the certified operator(s) who has ultimate responsibility for decisions regarding the daily operational activities of the facility that will directly impact the quality and/or quantity of drinking water, treated wastewater, or treated effluent.

100.12 RESPONSIBILITIES AND DUTIES OF CERTIFIED OPERATOR IN RESPONSIBLE CHARGE

100.12.1 Certified operators in responsible charge are designated by the owner of the water or wastewater facility and have supervisory responsibility for the operation of the facility and for the operational activities and functions of other facility operators.

100.12.2 Process control and/or system integrity decisions with respect to drinking water quality or quantity that may affect the public health or the environment are reserved to certified operators in responsible charge.

100.12.3 Process control and/or facility integrity decisions with respect to effluent quality or quantity that may affect the public health or the environment are reserved to certified operators in responsible charge.

100.12.4 Certified operators in responsible charge of a water or wastewater facility must hold a valid certificate equal to or greater than the classification of the water or wastewater facility they operate.

100.12.5 Certified operators in responsible charge shall protect the public health and the environment in the conduct of their duties. The certified operators in responsible charge are accountable for the operation and maintenance of the water or wastewater facility and are responsible for understanding the requirements of the applicable permits, laws and regulations. These duties include the following:

- a) Controlling, supervising or actively participating in the planning, operation and maintenance of a water or wastewater facility;
- b) Making process control and system integrity decisions on the operation and maintenance of the water or wastewater facility;
- c) Making decisions and initiating actions regarding the operation of the water or wastewater facility in a timely manner;
- d) Inspecting and testing new, modified, or repaired facilities prior to placing or returning such facilities into service;
- e) Developing maintenance programs; CODE OF COLORADO REGULATIONS 5 CCR 1003-2 Water Facility Operators Certification Board 27
- f) Developing and maintaining the written operating plan as described in section 100.12.6;

- g) Reporting instances of non-compliance or situations that could result in non-compliance as appropriate to facility owners and the Department;
- h) Performing other functions of direct responsibility, including those enumerated in section 100.11 below.
- i)

100.11 RESPONSIBILITIES AND DUTIES OF A CERTIFIED OPERATOR 100.11.1 In the performance of their duties, certified operators shall exercise a level of reasonable care and judgment consistent with the experience and training appropriate to their level of certification as defined in these regulations.

100.11.2 Certified operators shall protect the public health and the environment by properly performing and/or supervising the activities pertinent to controlling the operation of a water or wastewater facility in accordance with a written operating plan as described in section 100.12.6 as appropriate to their level of certification, including but not limited to the following:

- a) controlling the selection of or flow from a source to a water or wastewater facility and controlling the selection of or flow from a water or wastewater facility to a receiving body or system;
- b) controlling the processing of raw and/or treated and/or finished water/wastewater;
- c) preparing and/or controlling chemical addition for water or wastewater treatment;
- d) observing and taking necessary actions in response to variations in operating conditions;
- e) interpreting meter and/or gauge readings and adjusting facility processes based on such interpretations
- f) controlling the operation and maintenance of valves and/or gates;
- g) controlling the operation and maintenance of pumps;
- h) maintaining logs and/or records;
- i) collecting and/or analyzing process control samples;
- j) reporting instances of non-compliance or situations that could result in non-compliance to the certified operator in responsible charge.
- k)

100.11.3 When acting in the capacity of a certified operator, certified operators shall refrain from behaving in a threatening, intimidating, demeaning or similar manner in verbal or written communications or in interactions with the public, the regulated community and regulators.

100.11.4 Certified operators shall update the Board or its contractor with any changes to mailing address, telephone number, or email within 30 days of such a change.

EXHIBIT A.2

LIST OF SPECIFIC DELIVERABLES

Operators In Responsible Charge {ORCs} shall:

- 1) Ensure all required system forms and reporting are completed properly and submitted in a timely manner.
- 2) Prepare for, attend and be present for all inspections and sanitary sewer surveys. Appropriately and timely address any issues identified within required timeframes.
- 3) Conduct plant and equipment inspections, correct deficiencies, and appropriately address areas of concern for Town systems.
- 4) Prepare preventative maintenance plans and perform or oversee all maintenance, upgrade, and repair activities for Water and Wastewater systems, facilities and components.
- 5) Establish lists and schedules of routine cleaning and maintenance activities and duties and confirm completion as required.
- 6) Conduct periodic and regular site inspections according to State requirements.
- 7) Draft and implement an emergency response plan and update annually, or as more frequently necessary, to address ongoing changes.
- 8) Establish and maintain listings of routine, after-hours and emergency service contacts for repair and maintenance of all facilities, systems and components.
- 9) Maintain a secure and safe working environment by performing and documenting periodic safety and security inspections. Develop appropriate procedures for handling, inspecting and storing chemicals; ensure use of proper security procedures and equipment (e.g., fences, closed-circuit TV systems, intrusion alarms through SCADA system); ensure equipment is in proper working condition; and hold regular safety meetings for Town Staff to ensure they are properly certified for safety procedures.
- 10) Establish an Emergency Response Plan and testing in order for Staff to be adequately prepared for an emergency event.
- 11) Oversee system meter reading program to ensure accurate reads are obtained for use in billing of water use; review and recommend changes or updates to fee structure(s) to the system Board (Board of Trustees) and Town Administrator to ensure adequate funding to sustain, repair and update system as necessary.
- 12) Attend system Board (Board of Trustees) meetings as necessary to report on work completed, functioning of the system, and system needs. Prepare and submit monthly operational reports and records for regular Board meetings.
- 13) Develop a Delegation of Operation Plan for routine operational tasks and activities, provide appropriate training for those who will perform tasks and activities, and regularly review performance for compliance with requirements in order to meet federal, state of local requirements.
- 14) Perform and/or oversee the following functions:
 - Ordering and mixing chemicals;
 - Collection of water quality samples;
 - Calibrating monitoring and pumping equipment;
 - Maintaining and calibrating plant equipment and instruments;
 - Overseeing and adjusting chemical dosages;
 - Calculation of disinfection levels;

- Identifying and addressing illegal or non-conforming connections;
 - Responding to water quality and quantity complaints and requests for service or connection to the Town's system.
- 15) Ensure the Town Administrator and System Board (Board of Trustees) are timely and fully informed on all matters that impact the operation or licensing of the Water Treatment Plant and systems.
 - 16) Maintain all system information and records in centrally located and easily accessible system/format.
 - 17) Provide Town Administrator and System Board (Board of Trustees) information, estimates and recommendations on annual capital expenditures.
 - 18) Keep all required certificates current while agreement is in effect.
 - 19) Stay abreast of changes to federal or state regulations and guidance/best practices; obtain training/education as necessary.
 - 20) Oversee certification and training status for Town Staff.

EXHIBIT B – COMPENSATION

- Compensation For the Services provided by the Consultant pursuant to Exhibits A & A.2, Consultant shall receive compensation in the amount of **ORC FEE \$600.00** per month for Water Treatment and **\$400.00 per month** for Distribution ORC.
- A monthly phone/zoom consulting fee of **\$500.00** for a total of 6 hours per month. This is for the Town Staff and other Consultant as needed.
- The hourly rate shall be charged at **\$95.00/hour** for all onsite visits to include travel time and consulting fee exceeding 6 hours. As agreed, On-site visits are scheduled by the ORC.
- Invoices shall include detailed information of services rendered.
- Payment by the Town shall be deemed made and completed upon hand delivery to the Consultant or designee of the Consultant or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Consultant.
Watters H2O Service
PO Box 940
Woodland Park, CO 80866

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 10

(Series of 2026)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND AWT CONSULTING, LLC, FOR WASTEWATER OPERATOR IN RESPONSIBLE CHARGE (ORC) SERVICES.

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

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

WHEREAS, AWT Consulting, LLC, has submitted a proposal for Operator In Responsible Charge (ORC) services for Wastewater for the Town of Fairplay; and

WHEREAS, AWT Consulting, LLC represents it is qualified to provide said technical services; and

WHEREAS, the Board of Trustees has reviewed the documents and desires to enter into an agreement with AWT Consulting, LLC for services as specified in the proposal.

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

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

Section 2. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and ADOPTED this 2nd day of February, 2026.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 2nd day of January, 2026, by and between the Town of Fairplay, a Colorado statutory municipality (the “Town”) and AWT Consulting, LLC, an independent contractor (“Consultant”).

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from **Exhibit A** (Scope of Services) and **Exhibit A.2** (List of Deliverables), attached hereto and incorporated herein by this reference.

B. Any change in the Scope of Services shall constitute a material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract.

II. REPORTS, DATA AND WORK PRODUCT

A. The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform the Scope of Services. All documents provided by the Town to Consultant shall be returned to the Town. The Consultant is authorized by the Town to retain copies of such data and materials at the Consultant's expense.

B. Other than sharing information with designated third parties as previously directed by the Town, no project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure.

C. The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the Town upon completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other

proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

D. Upon request, Consultant shall provide the Town electronic versions of all work product, in the format directed by the Town.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed the budgeted amount per request/project. The method and manner of payment shall be as specified in **Exhibit B**, attached hereto and incorporated herein by this reference. The maximum amount specified herein shall include all fees and expenses incurred by the Consultant in performing all services hereunder.

B. Notwithstanding the maximum amount specified in subsection A hereof, Consultant shall only be paid for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

IV. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt of a Notice to Proceed, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the Town, the Scope of Services shall be complete and Consultant shall furnish the Town the specified deliverables as provided in **Exhibits A and A.2**.

V. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by the Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by the Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations and professional standards.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than ten percent (10%) of the work required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the Town a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the Town reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

VI. INSURANCE

A. Consultant 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 Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's Compensation insurance to cover obligations imposed by applicable law for any person engaged in the performance of any work under this Contract..

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and two million dollars (\$2,000,000) general aggregate.

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

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

VII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant.

VIII. TERMINATION

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

IX. CONFLICT OF INTEREST

Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

X. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

XI. WORKERS WITHOUT AUTHORIZATION

A. Certification. Consultant certifies that it will verify the eligibility of its employees and subcontractors to work as required by 8 U.S.C.A. §1324a. Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that the Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. Consultant further authorizes the Colorado Department of Labor to conduct random audits of its employment records, agrees to comply with the Colorado Department of Labor's requests for documentation, and otherwise comply with other reasonable requests demonstrating the Contractor's compliance with 8 U.S.C.A. §1324a.

B. Prohibited Acts. Consultant shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

(1) If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the Town within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Agreement.

D. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with this Agreement.

E. If Consultant does not have employees, Consultant shall sign the "No Employee Affidavit" attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the "Department Program Affidavit" attached hereto.

XII. MISCELLANEOUS

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

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the Town, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

The Town: Janell Sciacca, Town Administrator
Town of Fairplay, Colorado
PO Box 267
901 Main Street
Fairplay, CO 80440

Consultant: Keith Chisholm
AWT Consulting, LLC
PO Box 1262
Fairplay, CO 80440

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the parties.

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

I. 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 Agreement, 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 Town and its officers or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the Town not to be performed during the current fiscal year is specifically made subject to appropriation of funds for such performance. Should the Town's

governing body not appropriate funds for the performance of this contract in any future fiscal year this Agreement shall automatically terminate without further action by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

TOWN OF FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk

CONSULTANT

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2026, by _____, as _____ of AWT Consulting, LLC.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

SCOPE OF SERVICES

Scope of Services "**OPERATOR IN RESPONSIBLE CHARGE**" means the person designated by the Town/Owner of the water or wastewater facility to be the certified operator(s) who has ultimate responsibility for decisions regarding the daily operational activities of the facility that will directly impact the quality and/or quantity of drinking water, treated wastewater, or treated effluent.

100.12 RESPONSIBILITIES AND DUTIES OF CERTIFIED OPERATOR IN RESPONSIBLE CHARGE

100.12.1 Certified operators in responsible charge are designated by the owner of the water or wastewater facility and have supervisory responsibility for the operation of the facility and for the operational activities and functions of other facility operators.

100.12.2 Process control and/or system integrity decisions with respect to drinking water quality or quantity that may affect the public health or the environment are reserved to certified operators in responsible charge.

100.12.3 Process control and/or facility integrity decisions with respect to effluent quality or quantity that may affect the public health or the environment are reserved to certified operators in responsible charge.

100.12.4 Certified operators in responsible charge of a water or wastewater facility must hold a valid certificate equal to or greater than the classification of the water or wastewater facility they operate.

100.12.5 Certified operators in responsible charge shall protect the public health and the environment in the conduct of their duties. The certified operators in responsible charge are accountable for the operation and maintenance of the water or wastewater facility and are responsible for understanding the requirements of the applicable permits, laws and regulations. These duties include the following:

- a) Controlling, supervising or actively participating in the planning, operation and maintenance of a water or wastewater facility;
- b) Making process control and system integrity decisions on the operation and maintenance of the water or wastewater facility;
- c) Making decisions and initiating actions regarding the operation of the water or wastewater facility in a timely manner;
- d) Inspecting and testing new, modified, or repaired facilities prior to placing or returning such facilities into service;
- e) Developing maintenance programs; CODE OF COLORADO REGULATIONS 5 CCR 1003-2 Water Facility Operators Certification Board 27
- f) Developing and maintaining the written operating plan as described in section 100.12.6;

- g) Reporting instances of non-compliance or situations that could result in non-compliance as appropriate to facility owners and the Department;
- h) Performing other functions of direct responsibility, including those enumerated in section 100.11 below.
- i)

100.11 RESPONSIBILITIES AND DUTIES OF A CERTIFIED OPERATOR 100.11.1 In the performance of their duties, certified operators shall exercise a level of reasonable care and judgment consistent with the experience and training appropriate to their level of certification as defined in these regulations.

100.11.2 Certified operators shall protect the public health and the environment by properly performing and/or supervising the activities pertinent to controlling the operation of a water or wastewater facility in accordance with a written operating plan as described in section 100.12.6 as appropriate to their level of certification, including but not limited to the following:

- a) controlling the selection of or flow from a source to a water or wastewater facility and controlling the selection of or flow from a water or wastewater facility to a receiving body or system;
- b) controlling the processing of raw and/or treated and/or finished water/wastewater;
- c) preparing and/or controlling chemical addition for water or wastewater treatment;
- d) observing and taking necessary actions in response to variations in operating conditions;
- e) interpreting meter and/or gauge readings and adjusting facility processes based on such interpretations
- f) controlling the operation and maintenance of valves and/or gates;
- g) controlling the operation and maintenance of pumps;
- h) maintaining logs and/or records;
- i) collecting and/or analyzing process control samples;
- j) reporting instances of non-compliance or situations that could result in non-compliance to the certified operator in responsible charge.
- k)

100.11.3 When acting in the capacity of a certified operator, certified operators shall refrain from behaving in a threatening, intimidating, demeaning or similar manner in verbal or written communications or in interactions with the public, the regulated community and regulators.

100.11.4 Certified operators shall update the Board or its contractor with any changes to mailing address, telephone number, or email within 30 days of such a change.

EXHIBIT A.2

LIST OF SPECIFIC DELIVERABLES

Operators In Responsible Charge {ORCs} shall:

- 1) Ensure all required system forms and reporting are completed properly and submitted in a timely manner.
- 2) Prepare for, attend and be present for all inspections and sanitary sewer surveys. Appropriately and timely address any issues identified within required timeframes.
- 3) Conduct plant and equipment inspections, correct deficiencies, and appropriately address areas of concern for Town systems.
- 4) Prepare preventative maintenance plans and perform or oversee all maintenance, upgrade, and repair activities for Water and Wastewater systems, facilities and components.
- 5) Establish lists and schedules of routine cleaning and maintenance activities and duties and confirm completion as required.
- 6) Conduct periodic and regular site inspections according to State requirements.
- 7) Draft and implement an emergency response plan and update annually, or as more frequently necessary, to address ongoing changes.
- 8) Establish and maintain listings of routine, after-hours and emergency service contacts for repair and maintenance of all facilities, systems and components.
- 9) Maintain a secure and safe working environment by performing and documenting periodic safety and security inspections. Develop appropriate procedures for handling, inspecting and storing chemicals; ensure use of proper security procedures and equipment (e.g., fences, closed-circuit TV systems, intrusion alarms through SCADA system); ensure equipment is in proper working condition; and hold regular safety meetings for Town Staff to ensure they are properly certified for safety procedures.
- 10) Establish an Emergency Response Plan and testing in order for Staff to be adequately prepared for an emergency event.
- 11) Attend system Board (Board of Trustees) meetings as necessary to report on work completed, functioning of the system, and system needs. Prepare and submit monthly operational reports and records for regular Board meetings.
- 12) Develop a Delegation of Operation Plan for routine operational tasks and activities, provide appropriate training for those who will perform tasks and activities, and regularly review performance for compliance with requirements in order to meet federal, state of local requirements.
- 13) Perform and/or oversee the following functions:
 - Ordering and mixing chemicals;
 - Collection of water quality samples;
 - Calibrating monitoring and pumping equipment;
 - Maintaining and calibrating plant equipment and instruments;
 - Overseeing and adjusting chemical dosages;
 - Calculation of disinfection levels;
 - Identifying and addressing illegal or non-conforming connections;
 - Responding to complaints and requests for service or connection to the Town's system.

- 14) Ensure the Town Administrator and System Board (Board of Trustees) are timely and fully informed on all matters that impact the operation or licensing of the Wastewater Plant and systems.
- 15) Maintain all system information and records in centrally located and easily accessible system/format.
- 16) Provide Town Administrator and System Board (Board of Trustees) information, estimates and recommendations on annual capital expenditures.
- 17) Keep all required certificates current while agreement is in effect.
- 18) Stay abreast of changes to federal or state regulations and guidance/best practices; obtain training/education as necessary.
- 19) Oversee certification and training status for Town Staff and perform weekly trainings with Town Staff which shall be documented in monthly billings.

EXHIBIT B – COMPENSATION

- Contractor, for provision of Operator in Responsible Charge (“ORC”) for the Town of Fairplay Wastewater Treatment Facility (WWTF) in accordance with Regulation 100 of the Colorado Department of Public Health and Environment operator certification requirements, shall receive a monthly compensation of \$_____.
- Invoices shall include detailed information of services rendered each month. Invoices which do not include specific data on duties, services and deliverables will not be paid.

AWT Consulting
PO Box 1262
FAIRPLAY CO 80440
kcvirtualxpert@gmail.com

In response the ORC contract for the Wastewater Treatment Plant (WWTP) by the Town of Fairplay for Operations, AWT Consulting LLC is submitting the following proposal for consideration.

AWT Consulting is a local company located in Fairplay and is invested in the community. Both our operators live locally and are able to be available for fast emergency response at no additional cost to the Town. We have over 80 years of experience in operations and management in the water / wastewater industry along with the highest levels of certifications in every discipline of the industry. We offer experience, good work ethic, honesty and an established relationship with Town employees and board members.

Copies of certifications and references are available upon request.

Thank you for your time and consideration.

Keith Chisholm

Proposal For Wastewater Operator in Responsible Charge Services

AWT Consulting LLC shall act as Operator in Responsible Charge ("ORC") for the Town of Fairplay Wastewater Treatment Facility (WWTF) in accordance with Regulation 100 of the Colorado Department of Public Health and Environment operator certification requirements with a monthly compensation of \$5750/month.

In addition to the basic responsibilities outlined in the regulation AWT Consulting would:

- (a) Operate and oversee the operation of the WWTF in the most cost effective manner
- (b) Make process control and system integrity decisions to insure the plant performance is optimal
- (c) Perform or oversee all required sampling and reporting to assure compliance with CDPHE and other regulatory agencies
- (d) Maintain equipment to insure reliability
- (e) Maintain adequate spare parts inventory
- (f) Serve as a liaison in all communications with CDPHE, consulting engineers, contractors and all third parties having business dealings associated with the wastewater facilities and related infrastructure.
- (g) Be available to inspect all new infrastructure and repairs to existing infrastructure and appurtenances.
- (h) Be on call for emergencies and coordinate emergency response and repairs at the price included in the bid
- (i) Work with Town Public Works employees to provide training and encouragement to be certified operators
- (j) Attend Board of Trustees Meetings as requested to report on activities

Please see attached Resume and copy of liability insurance.

Respectfully,

Keith Chisholm

AWT Consulting LLC

Qualifications

Certified by the State of Colorado as:

- **Class A waste water plant operator**
- **Class A water plant operator**
- **Class C industrial waste plant operator**
- **Class 4 Collections system operator**
- **Class 4 Distribution system operator**
- **Backflow and Cross Connection Technician**

Career Experience

Town of Fairplay Wastewater and water plant operations and backup ORC, present.
Superintendent, ORC Inverness and Cottonwood Water and Sanitation Districts June 2004 – May 2022

Utilities operator, Genesee Water and Sanitation District, January 1994 – June 2004

Waste Treatment Plant Operator, Martin Marietta May 1991 – January 1994

Water Treatment Technician, Burlington Electric, McNeil Power Plant January 1990 - May 1991

Sewer Dept. Foreman, Town of Peterborough, January 1987 – Dec 1989

Operation of domestic and industrial wastewater plants, pretreatment of high strength industrial wastes and treatment of industrial waste streams.

Experience with lagoons, conventional activated sludge, extended air and BNR treatment processes. Sludge handling and dewatering equipment.

Operation of surface and subsurface water treatment plants, lab analysis, process control sampling and testing, reporting to regulatory agencies.

Operation and regeneration of deionizers, monitor and treat electric power plant boiler water and cooling tower water.

District duties and responsibilities which include, but not limited to, – New development plan review, new water and sewer line inspection, maintenance of existing sewer collection and water distributions systems, QA and QC sampling. Operation and maintenance of lift and pumping stations, directing field personnel, prioritizing and scheduling work assignments, maintaining chemical and mechanical inventories.

Education

Colorado Mtn. College Biology-Math , AA Degree

Keith Chisholm
PO Box 1262
Fairplay, CO. 80440

C# 303-859-2988
virtualxpert@netscape.net
kevvirtualxpert@gmail.com

CWP operator #1121



TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator/Clerk

RE: Resolution No. 11, DOLA LPC Grant Acceptance

DATE: February 2, 2026

Background/Analysis:

The Town of Fairplay applied for a Department of Local Affairs (DOLA) Local Planning Capacity (LPC) grant in 2025. The main intent of the LPC program is to increase the capacity of local government planning departments to address affordable housing, especially by expediting development review, permitting, and zoning of affordable housing, but Staff's goal in applying was to also obtain funding to assist in updating of the Town's Comprehensive Plan and Unified Development Code at the same time.

In late 2025, the Town was notified of receipt of \$112,500 in grant funding and this amount was included in the 2026 Budget. The agreement was then signed by the State and received in January. While the Town's signature on the grant documents is not necessary, Staff is presenting the grant agreement and associated resolution for adoption by the Board's to formalize acceptance.

Staff intends to go to RFP in February and begin the process of adopting an expedited review process as soon as possible. If a Proposition 123 compliant process can be adopted by June 30, the Town could possibly receive up to \$45,000 in extra grant funding that can be used to help further pay for the UDC and Comp plan updates.

Recommendation:

Following discussion and questions by the Board, Staff recommends approval of Resolution No. 11, Series of 2026, as presented by motion, second and a roll call vote to formally accept a \$112,500 DOLA LPC grant.

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 11
(Series of 2025)**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, ACCEPTING A DEPARTMENT OF LOCAL AFFAIRS LOCAL PLANNING CAPACITY GRANT.

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

WHEREAS, the Colorado Division of Local Affairs recognizes the importance of housing diversity and affordability as an urgent matter in the State of Colorado and has established the local Planning Capacity Grant for communities who have made a commitment to Proposition 123; and

WHEREAS, the Town submitted a Local Planning Capacity ("LPC") Grant application to the Colorado Department of Local Affairs ("DOLA") for funding for implementing expedited development review, permitting, and zoning of affordable housing under Proposition 123; and

WHEREAS, the Town was awarded a grant in the amount of \$112,500.00 for the aforementioned application which also includes updating the Town's Comprehensive Plan and Unified Development Code; and

WHEREAS, the Town of Fairplay desires to formalize its acceptance of the \$112,500.00 LPC Grant award to reduce the financial burden to the Town's budget for the updating process and to assist the Town to meet its Proposition 123 affordable housing commitment(s);

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

Section I. That the Town of Fairplay hereby accepts the \$112,500.00 grant award to develop and implement expedited development review, permitting, and zoning as outlined in the grant award documents attached to this Resolution.

Section II. This resolution takes effect immediately upon adoption.

INTRODUCED, READ, ADOPTED, AND APPROVED on this 2nd day of February, 2026.

TOWN OF FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk CMC

State of Colorado Intergovernmental Grant Agreement
Summary of Terms and Conditions

State Agency	Performance Start Date
DEPARTMENT OF LOCAL AFFAIRS (DOLA)	The later of the Effective Date or January 05, 2026
Grantee	Grant Expiration Date
Town of Fairplay	April 30, 2028
Project Number and Name	DOLA Program Manager
LPC-25-077 - Fairplay UDC Update & Expedited Review of Affordable Housing	Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us)
DLG Portal Number	DOLA Program Assistant
LPC-25-077	Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us)
CMS Number	Program Name
202769	Local Planning Capacity Grant Program (LPC)
Grant Award Amount	Agreement Authority
\$112,500.00	Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. Section 29-32-103(1) et. seq. (Affordable Housing Support Fund) and a sufficient unencumbered balance hereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.
Retainage Amount	
\$5,625.00	
Funding Account Codes	
CTGG1 202600003054	
Phase Code	
LP2541	
VCUST#	
VC00000000014198	
Address Code	
CN001, EFT	

Grant Purpose/Project Description

The Project consists of updating the Town's Comprehensive Plan, Unified Development Code (UDC), implementation of a system to expedite the development review process for affordable housing projects, and generally advance affordable housing goals in Fairplay, Colorado.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit B, Scope of Project
2. Exhibit G, Sample Option Letter

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Agreement
2. Any properly executed Option Letter or Amendment
3. The provisions of the other sections of the main body of this Agreement
4. Exhibit B, Scope of Project

Signature Page

The Signatories Listed Below Authorize this Grant

DEPARTMENT OF LOCAL AFFAIRS
PROGRAM REVIEWER

Signed by:

8E76B6B1F00D49E...
By: Robyn DiFalco, LPC Program Manager

Date: 1/16/2026 | 1:10 PM MST

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Maria De Cambra, Executive Director

Signed by:

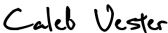
590E1B45E7884A4...
By: Maria De Cambra, Executive Director

Date: 1/20/2026 | 8:26 PM MST

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Signed by:

1B60C79585F74E7...

By: Kelly Bearden, Controller Delegate
Department of Local Affairs

Effective Date 1/21/2026 | 7:46 PM MST

1. Grant

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amounts shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. Term

A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse

Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. Definitions

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. *Reserved.*
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in **Exhibit B**.
- E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- F. *Reserved.*
- G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- H. *Reserved.*
- I. **"Grant" or "Grant Agreement" or "Intergovernmental Grant Agreement"** means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all

documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

- J. **“Grant Funds” or “Grant Award Amount”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.
- K. **“Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- L. **“Effective Date” or “Performance Start Date”** means the Performance Start Date shown on the first page of this Intergovernmental Grant Agreement. Work performed prior to the Effective Date is not eligible for reimbursement from Grant Funds.
- M. **“Exhibits”** means the exhibits and attachments included with this Grant as shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- N. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an Amendment, or an Option Letter.
- O. *Reserved.*
- P. *Reserved.*
- Q. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- R. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- S. **“Initial Term”** means the time period between the initial Performance Start Date and the initial Grant Expiration Date.
- T. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- U. *Reserved.*
- V. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of

birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

- W. *Reserved.*
- X. *Reserved.*
- Y. **"Services"** means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- Z. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- AA. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD. *Reserved.*
- EE. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

FF. *Reserved.*

GG. *Reserved.*

HH. *Reserved.*

II. “**Work**” means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

JJ. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

B. *Reserved.*

C. Matching Funds

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Budget by providing Grantee with an executed Option Letter or formal amendment. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out and Deobligation of Grant Funds.

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee’s final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. Any Grant Funds remaining after submission and payment of Grantee’s final reimbursement request are subject to deobligation by the State.

F. Erroneous Payments.

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close-out period described in **§5.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall comply with all State and federal audit requirements. Grantee shall provide copies of audits to the State upon request.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure

agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Grantee, including, but

not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit E** on an annual basis. Grantee's duty and obligation to certify as set forth in **Exhibit E** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. Breach of Agreement

In the event of a breach of Agreement, the aggrieved Party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the

remedies as described in §12 for that party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any Exhibit to this Grant Agreement, if Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

I. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any term or condition of this Award, then the State may, in its discretion, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee

shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs

in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such work for the State and Grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in

writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §14.

15. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. General Provisions

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. *Reserved.*
- ii. Grantee shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.
- iii. The State may require Grantee's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall

promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. *Reserved*

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement.

Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void *ab initio*. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Grantee shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grantee, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

EXHIBIT B - SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Local Planning Capacity. The purpose of the Local Planning Capacity (LPC) grant program is to provide funding to local governments to increase the capacity of their planning departments responsible for processing land use, permitting, and zoning applications for housing projects. “Fast Track” or expedited review of affordable housing projects is a top priority to increase the number of units built. Grant Funds may be used to support new staff wages, hiring consultants, implementing new systems and technologies, revising land use development codes, regional collaborations, and tracking, documentation of Prop 123 goals, and other planning efforts that generally advance affordable housing goals.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of updating the Town’s Comprehensive Plan, Unified Development Code (UDC), and implementation of a system to expedite the development review process for affordable housing projects, and generally advance affordable housing goals in Fairplay, Colorado.

2.2. Work Description. The Town of Fairplay (Grantee) will hire qualified consultants to complete an update of the Town’s Comprehensive Plan and UDC. The Comprehensive Plan will include all municipal master plan requirements in C.R.S. 31-23-206(1.5) including: a) a narrative description of the procedure used for the development and adoption of the master plan; b) an updated three-mile plan; c) a water supply element; d) a strategic growth element; and e) a recreation and tourism element (C.R.S. 31-23-206(5)).

In addition to the statutory requirements, the Plan shall also address the following items required by DOLA as a condition of funding: 1) risks of natural and human-caused hazards to life, property, and public resources, and consideration of their impact to vulnerable communities, and goals, strategies or actions to address and mitigate these hazards; 2) water supply and water quality goals (as a component of the water supply element); and 3) an action plan that prioritizes actions necessary to implement the Comprehensive Plan, general recommendations for updates to the Unified Development Code to conform with the updated Comprehensive Plan, a timeline for implementation, and assigns responsibility for actions. The Project also includes updating the Unified Development Code to implement the vision and goals of the Comprehensive Plan, as well as implementing an expedited review process for affordable housing projects. Grant funds may also support tracking/documentation and reporting of Proposition 123 requirements. Grantee will

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provide DOLA with electronic copies of accepted Plan and proof of Substantial Completion prior to Project Closeout.

Grantee will conduct a robust community engagement process that ensures participation by all key stakeholders, especially underrepresented voices, and residents or local workers who are considered housing cost-burdened. Grantee will complete quarterly performance metric reporting in a form provided by DOLA.

Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) description of the Grantee's approach to expedited review of affordable housing; 2) the outcome of that effort, including whether new policies were formally adopted and an assessment of how effectively this approach has been at reducing the amount of time required for review; 3) any other project outcomes that impacted the Grantee's Prop 123-related goals; 4) description of community engagement efforts; 5) the number of affordable housing units that were either permitted or preserved during the grant period; 6) the degree to which this grant has had a transformative impact on Grantee's affordable housing efforts; and 7) any lessons learned. Grantee will own the updated Comprehensive Plan and all related documents.

2.2.1. A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: consultant fees, RFP/bid advertisements, attorney's fees, and Direct Costs.

2.5.1. Direct costs are those that are identified as program-specific allowable costs of implementing the grant program objective.

2.5.2. Ineligible Expenses. Ineligible expenses shall include, but are not limited to: job posting or recruitment costs, indirect overhead or general operating costs, housing construction, pre-development costs, lobbying, food, drink, or entertainment costs. Grant Funds may not be used to cover legal costs to defend.

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3. DEFINITIONS**3.1. Project Budget Lines.**

3.1.1. “Consultant Services” means consultant fees, RFP/bid advertisements, and attorney’s fees.

3.2. “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is a completed update to the Town’s Comprehensive Plan, a completed update to the UDC, submission of any related reports or work product funded by this Grant, documentation from stakeholder engagement outcomes, and implementation of a system to expedite the development review process for affordable housing projects and/or achieve Proposition 123 requirements in Fairplay, Colorado. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report.

4.2. Service Area. The performance of the Work described within this Grant shall be located in the Town of Fairplay, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Provide DOLA with baseline data on pre-grant estimated development review time for affordable housing projects. DOLA will provide the template.	Within 30 days after the Effective Date of this Intergovernmental Grant Agreement.
Begin procurement process or Contractor mobilization.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with a copy of Grantee’s Consultant Agreement or its Scope of Work.	Within 14 days after the Effective Date of the subcontract(s).
Submit draft policy documents to DOLA for courtesy review.	Within 30 days prior to a scheduled public hearing.
Submit documentation of new policy adoption.	Within 30 days after formal adoption.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Reports	See §4.5.2 below

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Submit Project Final Report

July 28, 2028

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **\$6.2**, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in **\$6.2** below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **\$6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
4 th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 st (Jan-Mar)	2026	April 30, 2026	Yes	Yes

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2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3 rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4 th (Oct-Dec)	2026	January 30, 2027	Yes	Yes
1 st (Jan-Mar)	2027	April 30, 2027	Yes	Yes
2 nd (Apr-Jun)	2027	JULY 15, 2027*	Yes	Yes
3 rd (Jul-Sep)	2027	October 30, 2027	Yes	Yes
4 th (Oct-Dec)	2027	January 30, 2028	Yes	Yes
1 st (Jan-Mar)	2028	April 30, 2028	Yes	Yes
2 nd (Apr-Jun)	2028	JULY 15, 2028*	Yes	Yes

***State fiscal year runs July 1 - June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

4.6.DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1.Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of Janell Sciacca, Town Administrator/ Town Clerk, (jsciacca@fairplayco.us), who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5**. Such administrator shall be updated through the process in **§5.3**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2.Other Key Personnel. Scot Hunn, Town Planner, (scot@hunnplanning.com). Such key personnel shall be updated through the process in **§5.3**.

5.3.Replacement. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with **§14** of the Grant.

5.4.DLG Program Manager: Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us).

5.5.DLG Program Assistant: Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us).

6. FUNDING

LPC-25-077 - Fairplay UDC Update & Expedited Review of Affordable Housing

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of **\$6.2**, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide **at least 50%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of **\$6.2** below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Consultant Services	\$225,000	\$112,500	\$112,500	Grantee
	Total	\$225,000	\$112,500	\$112,500	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **\$5** of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$106,875	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$5,625	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$112,500	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

LPC-25-077 - Fairplay UDC Update & Expedited Review of Affordable Housing

- 8.1. Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.
- 8.1.1. Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with **\$4.5** of this **Exhibit B**.
- 8.1.2. Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.
- 8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.
- 8.2.1. Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.
- 8.3. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.
- 8.3.1. Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- 8.3.2. Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- 8.3.3. Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
- 8.3.4. Substitution.** The bonding requirements in this **\$8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

LPC-25-077 - Fairplay UDC Update & Expedited Review of Affordable Housing

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

- 9.1.Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.
- 9.2.Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.
- 9.3.Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4.Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

LPC-25-077 - Fairplay UDC Update & Expedited Review of Affordable Housing

STATE OF COLORADO CONTRACT MODIFICATION**OPTION LETTER #Insert # Here****SIGNATURE AND COVER PAGE****State Agency**

Department of Local Affairs (DOLA)

Grantee

Insert Grantee's Full Legal Name

Project Number and Name

Insert DOLA's project number and name

Option Letter CMS Number

Insert CMS number for this Amendment

Previous CMS #(s)Insert CMS number for orig Agreement, and any
prior chg docs**Program Name**

Local Planning Capacity Grant Program

(Acctg Dropdwn LPC)

Funding Account Codes

Enter CTGG1 number

Phase Code

Acctg enters Phase Code

DLG Portal Number

Insert DLG Portal number for this Project

Current Grant Agreement Expiration Date

Month Day, Year

Prior Grant Agreement Expiration Date

Month Day, Year

Grant Amount

Initial Award: \$0.00

Option Letter # and date effective/spendable:
\$0.00Option Letter # and date effective/spendable:
\$0.00

Total Grant Amount: \$0.00

DOLA Program ManagerRobyn DiFalco, (720) 682-5202,
(robyn.difalco@state.co.us)**DOLA Program Assistant**Jessica Rupe, (720) 557-4902,
(jessica.rupe@state.co.us)

LPC-25-077 - Fairplay UDC Update & Expedited Review of Affordable Housing

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Local Affairs

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Maria De Cambra, Executive Director

Date: _____

By: Beulah Messick, DOLA Controller Delegate

Effective Date: _____

In accordance with **§24-30-202**, C.R.S., this
Option is not valid until signed and dated
above by the State Controller or an
authorized delegate.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

LPC-25-077 - Fairplay UDC Update & Expedited Review of Affordable Housing

1. OPTIONS. Choose all applicable options listed in §1 and in §2:

- A. ☐ Option to extend (use this option for Extension of Time)
- B. ☐ Change in the Grant Award Amount within the current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)
- C. ☐ Budget Line Adjustment(s) reallocation of awarded Grant Funds to Budget Line(s) (use this Option to redistribute existing Grant Funds between budget lines)

2. REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

- A. **For use with Option 1(A):** In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

<u>Milestone/Performance Measure:</u>	<u>By:</u>
Provide DOLA with baseline data on estimated review time for affordable housing projects. DOLA will provide the template.	Within 30 days after the Effective Date of this Intergovernmental Grant Agreement.
Begin procurement process or Contractor mobilization.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with a copy of Grantee's Consultant Agreement or its Scope of Work.	Within 14 days after the Effective Date of the subcontract(s).
Begin Work.	Within ___ days after the Effective Date of the subcontract(s).
Documentation of efforts to explore, adopt, and/or implement	Within 30 days after the Policy adoption.

LPC-25-077 - Fairplay UDC Update & Expedited Review of Affordable Housing

policies to expedite review of affordable housing.	
Submit draft of expedited review policy language to DOLA for courtesy review.	30 days prior to a scheduled public hearing.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request	Status Report
2 nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3 rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4 th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3 rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4 th (Oct-Dec)	2026	January 30, 2027	Yes	Yes

B. For use with Option 1(B): In accordance with Section 5(A)(i) of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee's Name, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to amt of increase or (decrease), from beginning dollar amt to ending dollar amt. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to ending dollar amt. The Budget table in Section 6.2 and the Payment Schedule in Section 7.1, both of Exhibit B, are deleted and replaced with the following:

Budget Line(s)				
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LPC-25-077 - Fairplay UDC Update & Expedited Review of Affordable Housing

Line #	Cost Category	Total Project Cost	Grant Funds	Other Funds	Other Funds Source
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

- C. **For use with Option 1(C):** In accordance with **Section 5(D)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee

LPC-25-077 - Fairplay UDC Update & Expedited Review of Affordable Housing

	Total	\$ 0.00	\$ 0.00	\$ 0.00	
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3. OPTION LETTER EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or Month Day, Year, whichever is later.

SAMPLE



TOWN ADMINISTRATOR MONTHLY REPORT DECEMBER 2025 / JANUARY 2026

To: Mayor and Board of Trustees

From: Janell Sciacca, Town Administrator

Date: February 2, 2026

RE: Monthly Report for December 2025 and January 2026

HIGHLIGHTS AND UPDATES:

APRIL 7, 2026 REGULAR MUNICIPAL ELECTION

- The petition process has been completed and there are two Mayoral candidates and three Trustee candidates. A lot drawing for ballot position is set for Wednesday, February 4 at Town Hall. Ballots will be mailed out by March 27, and the Board will appoint election judges at the February 2 Regular meeting.

RIVER PARK TRAIL

- All grant reimbursement requests with CDOT have been submitted and paid. Reimbursement 1 of 2 to Park County Land and Water Trust has been paid and request 2 is being processed by County finance. The Town will need to conduct a dedication ceremony in 2026 and erect signage if required by both CDOT and Park County.

6TH STREET 7 SCHOOL CURB PAINTING AND STENCILING

- The green curb on 6th street is 95% complete, but the contractor ran out of paint last minute and has not been able to finish a small portion at the parking lot entrance on 6th Street. Signs designating restricted parking during school hours and overnight have been obtained through Park County and should go up by the first week of February.

DOLA LPC Grant Award

- As you know, the Town was awarded \$112,500 for its UDC & Comp Plan updates, but must include an expedited development review process, permitting, and zoning for affordable housing for Proposition 123. The contract has been signed by DOLA, and Town will accept the award February 2 to formalize everything. Staff holds its monthly Development Review on February 2 and this will be a focus so that an RFP can get underway to select a planning team to lead the Town through this multi-year process. Also, the Town missed a deadline to receive \$50,000 for quick implementation, but we may still be able to obtain \$45,000 if we can implement adequate fast track language by June 30.

NEPTUNE METER PILOT PROGRAM

- The Town installed all the “pilot” program meters and Alex Wagner has indicated everything is working correctly and customers where the units were installed are seeing more accurate and higher readings. The Town did obtain fifteen additional meters at YE2025 and will begin installing those where we know there are existing issues or for new builds. Ken Hardesty is completing all the steps with CDPHE for the Town’s SRF loan application for the town-wide replacement project and well upgrades in 2026. Staff is also working with Performance Services for an Energy Performance Investment Grade Audit (IGA) which could allow the town to implement the project through energy conservation and renewable energy measures with little or no upfront cost investment. The SRF and IGA are connected processes, but also separate processes. DOLA requires the IGA for a match to the SRF, but the IGA could result in separate funding outside the SRF/DOLA programs.

BUDGET

- I have completed a 2026 Budget book and will distribute it at the February 2 meeting, in both physical and electronic form. I will also file it with the State Auditor's Office as required.

UTILITIES

- The Town will be changing its ORC contracts for 2026 and the Board will see these contracts at the February 2 regular meeting.
- The Town will be receiving a violation for non-compliance with backflow testing. Unfortunately, Administration was not made aware of the potential non-compliance until it was too late for the enforcement actions in the Town code to be utilized. Staff will be meeting early January to discuss the process for 2026 and how we 100% compliance can be achieved prior to the state deadline.
- Information went out in the December newsletter regarding municipal code provisions that will be enforced starting January 1, 2026. There has been no immediate negative feedback. March 1 will see implementation of shut offs for accounts that are 60-90 days delinquent.

COMMUNITY CONNECT PORTAL

- The Town's new Caselle Community Connect Payment Portal is in development and we hope to roll it out to the public by March 1, 2026

COMPUTER PROGRAMS

- The Asset Management, Community Connect Payments, Community Development and Agendas & Meetings Mngt computer programs are in process of being built and/or implemented. The Asset Mngt program is live, the Payment portal is set to go live March 1, the Agenda & Minutes program will go live in time for the March 2 meeting, and the Community Development Suite (Planning/Building/Code Enforcement) is being built. All these programs streamline processes and should result in better records and multiple efficiencies for Staff, contractors, permit applicants, and our citizens in general.

GRANTS

- Staff, with the assistance of Princeton Hydro, submitted a grant to Colorado Parks and Wildlife for the Fishing in Fund Grant. The grant submitted is for dredging of the Fairplay Beach. Funding for the project would be a combination of CPW and Town funds but also include in-kind services from the High Mountain Mining settlement. The awards will be made in March.
- As per discussion at the January 5 Board meeting, an application was submitted to DOLA for the Best and Brightest 2-Year Fellowship Intern grant. Fellows will be placed by July 2 and the Town's required match is \$60,000/year.

BOYS & GIRLS CLUB FACILITIES COMMITTEE

- The BGCHR is working through determining how best to proceed to obtain a much-needed new building. Town Staff are reviewing the use and providing information on setbacks for building design. Sam Mick has been contacted and requested a proposal from Jessica Bartak for buying the lot he owns that fronts on Castello, and we have broached the subject of them acquiring all of, or a portion, of the Town's lot along 9th.

COLORADO 150TH CELEBRATION – SCULPTURE OPPORTUNITY

- Colorado will mark the 150th anniversary of its entrance into the Union. As part of the celebration, the Governor's Office has commissioned at least 10 sculptures around the state for a "passport" program and one of the sculptures has selected Fairplay for his creation. There is no cost to the Town, and the sculpture can remain permanently, but the Board needs to decide where it should be built. We will discuss this at the February 2 meeting.

UPCOMING EVENTS

Impact Fee Work Session – Monday, February 9 6PM
 Fairplay Mountain Mardi Gras – Saturday, February 21

From: John Kessler

Sent: Monday, January 5, 2026 8:12 AM

To: Frank Just <fjust@fairplayco.us>; Janell Sciacca <jsciacca@fairplayco.us>

Subject: Stone Sculpture for Fairplay (time sensitive)

Greetings Mayor and Janell.

Allow me to introduce myself. My name is John Kessler and I'm a long-time Park county resident and a professional stone sculptor with over 33 years experience, and I have the honor of being selected as one of the artists to participate in Colorado's 150 Birthday celebration this coming July.

You may have been previously contacted by Danielle Oliveto from the Governor's office in regards to this project. There will be multiple art projects installed around the state including metal work, murals, paintings and even poetry, and I submitted Fairplay as a good location for mine. I have received notice from Danielle that they are considering Fairplay. I'm very excited about this project and am now scouting for a location in town. This will be a statewide "scavenger hunt" with locations being secret until late Summer and will be highly publicised.

So this is my project proposal:

"Trophic Cascade"

A three-piece sculpture carved from Colorado white marble depicting a life-size wolf, a 2/3 scale elk and life-size beaver representing the top-down relationship of wolf reintroduction in the wild. (see image below of the clay maquette) To give an idea of the scale, the wolf stone will stand nearly 7' high and the set together will take up a footprint around 10' x 10' on a cement pad.

If you have a good idea for a location or are even in favor of the project, please let me know. I looked around the city hall building area (and stopped in and met Sarah) last Friday, and it looks like there are a lot of possibilities. Another idea is on the courthouse corner of 4th and Main st. Time is short....this project has seen multiple delays over the last year and I will want to get approval, started carving all of this as well as engineering, site plans, ect as soon as possible. Thanks for your time!

PS: please visit my Facebook page to see more examples of my work. I also have other large sculptures around the state, including a 10' red marble eagle at the entrance to Manitou Springs.

John Kessler

Stone Sculptures



2025 FAIRPLAY TRANSIT STATS AND SITES

	TOTALS	Senior	CWParent	Students/Youth	Adult
Jun-25	1			1	
Jul-25	307	143	26	138	
Aug-25	122	62	51	9	
Sep-25	190	44	146		
Oct-25	334	50	149	109	26
Nov-25	669	86	156	368	59
Dec-25	459	123	102	169	65
	2082				

Locations	HRMC	Museum	Whispering Aspen	Veterinarian	Utopia Tire
	Rec Center	BGCHR	Post Office	HRCS	County Offices
	Front Street	Prather's	Fuel Stations	Dollar Stores	Summit Stage
	Fairgrounds	Alma	RMRH	Town Hall	High Paw Pet
	Library	Beach	Liquor Store	Food Bank	VRBOs/Hotels



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: December 10, 2025
Re: Fairplay Police Department Monthly Report – November 2025

Police Department Updates and Projects

The legal issue that arose recently concerning our automated citation initiative is ongoing. CDOT further advised Fairplay Police Department that the temporary signage we obtained must be permitted even with the use of the handheld LiDAR unit. Therefore, the program remains on hold while the AVIS application process continues.

Fairplay had two incidents of skimmers being recovered at local convenience stores in their gas pump credit card ports. According to video footage from the locations, it appears to be the same suspects in both incidents. One of our officers had contacted these men in relation to a different crime, an assault that occurred at another local business, NAPA. They were identified as Mexican nationals. Apparently, the suspects were using the credit card information “skimmed” from the gas pumps to illegally make purchases in other jurisdictions. Investigation is ongoing.

Police Activity – Statistical Data

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

- 184 calls-for-service (CFS) in all categories that include criminal, non-criminal, and traffic-related events. This represents an average of 6.1 incidents per day or about 102% of October’s reportable activity.
- Of the total CFS numbers:
 - 163 events took place in Fairplay proper or nearby, e.g. agency-assists or follow-ups outside of nearby Fairplay (89% of CFS numbers)
 - Of the Fairplay calls, 20 ***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 12% of Fairplay CFS totals)

- 21 incidents took place in Alma (11% of total CFS)
- None of Alma's incidents *were related to local businesses* (or 0% of Alma CFS totals)
- Of the CFS numbers, 86 were traffic contact-related (47% of the CFS total):
 - 72 traffic contacts in Fairplay (84% of total traffic related events OR 44% of total Fairplay CFS)
 - 14 traffic contacts in Alma (16% of total traffic related events OR 67% of total Alma CFS)
 - 29 total citations issued
 - 34% of all traffic contacts resulted in citations
- Of the 29 citations issued:
 - 25 tickets were issued in Fairplay (86% of all citations)
 - 4 were violations in Alma (14% of all citations)

As a summary of November's activity, the chart below represents, by percentage of event type, the incidents in October 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

Police Department

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

To: Janell Sciacca, Town Administrator
From: Jeff Worley, Chief of Police
Date: January 20, 2026
Re: Fairplay Police Department Monthly Report – December 2025

Police Department Updates and Projects

The most noteworthy – and sad – occurrence during December was the fire at Mr. Burro Café. The popular business was the victim of faulty electrical wiring which caused an overnight fire to smolder under the floorboards of the kitchen. The building is considered to be a total loss, at least as to its purpose as a restaurant. We can only pray that Mille and Lula will be able to re-establish their business in Fairplay.

There were a significant number of calls related to assisting Park County Sheriff's Office. The increase in calls for assistance appears to be related to two factors. First, the sheriff's office building, which houses the administrative and operations section, as well as the detention center, has been closed due to toxic vapors seeping up into the building. Second, PCSO has recently experienced a notable loss in manpower; as a result, Fairplay police officers have been working to help our sister agency as often as possible.

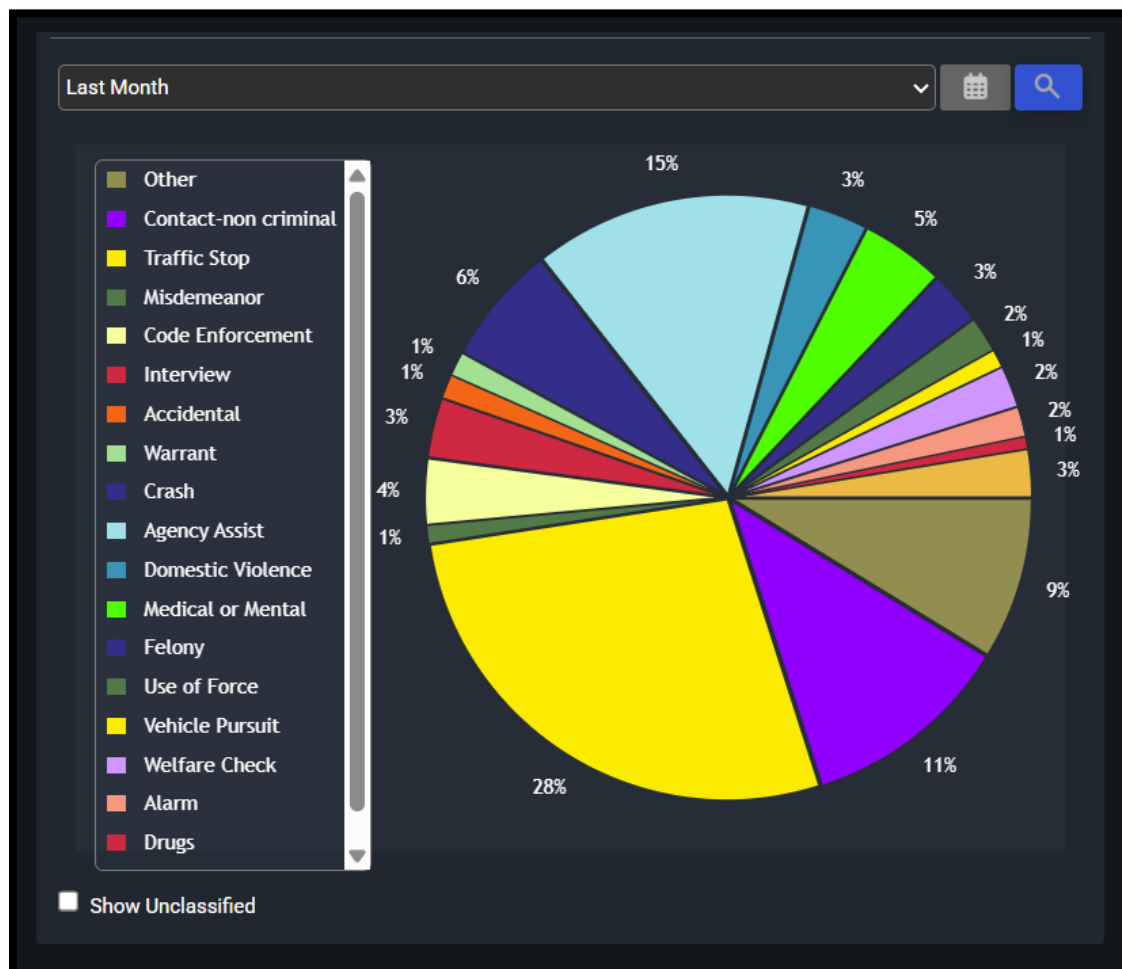
Police Activity – Statistical Data

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

- 135 calls-for-service (CFS) in all categories that include criminal, non-criminal, and traffic-related events. This represents an average of 4.4 incidents per day or about 73% of November's reportable activity.
- Of the total CFS numbers:
 - 101 events took place in Fairplay proper or nearby, e.g. agency-assists or follow-ups outside of nearby Fairplay (75% of CFS numbers)
 - Of the Fairplay calls, 16 ***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 16% of Fairplay CFS totals)
 - 34 incidents took place in Alma (25% of total CFS)

- Four (4) of Alma's incidents **were related to local businesses** (or 12% of Alma CFS totals)
- Of the CFS numbers, 53 were traffic contact-related (39% of the CFS total):
 - 34 traffic contacts in Fairplay (64% of total traffic related events OR 34% of total Fairplay CFS)
 - 19 traffic contacts in Alma (36% of total traffic related events OR 56% of total Alma CFS)
 - 14 total citations issued
 - 26% of all traffic contacts resulted in citations
- Of the 14 citations issued:
 - 7 tickets were issued in Fairplay (50% of all citations)
 - 7 were violations in Alma (50% of all citations)

As a summary of December's activity, the chart below represents, by percentage of event type, the incidents in October 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: February 2, 2026
To: Town of Fairplay, Mayor Just & Board of Trustees
From: Kelsey Sprys, Special Events Coordinator
Re: Events Monthly Staff Report

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

- **A Real Colorado Christmas Celebration & Festival of Trees – December 6, 2025**

- Despite low numbers due to weather, the event was considered successful. Non-profits received \$1,290 from the Festival of Trees, a \$300 increase from 2024. The setting in the high school



hallway was festive, and many compliments were received praising the new location. Staff looks forward to creating Candy Cane Lane again. 46 vendors participated in the Holiday Bazaar. On Front St. only one cookie baker participated in the contest and 5 dogs in Deck the Paws. Staff is considering an alternative contest to replace the Cookie Contest as participation is very unpredictable. A nice crowd attended the True Pioneer presentation for James and Crystal Dean.

- A few comments were received with people missing the Chili Cookoff. Staff feels the Festival of Trees was a better match for the Holiday Bazaar. The Chamber is back from their break and is in discussions of what their future events will look like including the date of the Chili Cookoff.
- After posting the Holiday Lighting Contest winners, a comment was made about having a Lighting Parade on Front Street in the future. The logistics and timing will be considered. One challenge is to incorporate it into A Real Colorado Christmas as many businesses and vendors are involved with the Holiday Bazaar. A separate weekend may be the better option.

- **Fairplay's Mountain Mardi Gras – February 21, 2026**

- Preparation for Mardi Gras is in full swing. Flyers and jars have been distributed and decorations have been ordered. Hazel Miller & the Collective will return, bringing the fun! New this year, shirts will be for sale. Shirts will be sold for \$20 at the event (not before) and after if they do not sell out. Staff/volunteers can buy a shirt ahead of time for \$12. Shirts sales will be included with the 10% of ticket sales that goes to the non-profit. Volunteers are needed starting February 17th

“Where History Meets the High Country”

through event day. An email will be sent out soon with available shifts. High Rockies Community School is working on masks to be auctioned off at the event. They are encouraging businesses to compete for most money raised.



- **Marketing**

- The design of the town map will not see any major updates this year outside of business and photo changes. A new graphic designer has been chosen to complete the updates at a reasonable price. Staff has worked with Nate Neujahr of Studio Neujahr several times in the past and has confidence he will do the map justice. Maps are expected to be completed and printed by early March.
- Depending on additional cost, Studio Neujahr will complete the Events Postcard as well. Staff is willing and able to design the postcard if that is more cost efficient. Staff is awaiting a quote.
- Scott Bullock will continue to provide graphic design for events throughout the year as desired. His services will no-longer be in-kind, but the cost easily fits into budget.

- **Scholarships**

- Applications for the Burro Buster 5k Scholarship are now available through March 26th. Town is offering up to three \$2,500 scholarships. After the deadline, staff will meet with the mayor and/or interested board members to review the applications. Recipients will be recognized at Senior Night on Wednesday, April 29th, time TBD.
- 2025 recipient, Blake Basnett, did not request his funding, in turn forfeiting the scholarship. Contact was made in late fall reminding Blake of the December deadline. At the time he had not enrolled and was not sure if he would register and attend spring semester. With this update, \$32,320 has been awarded since 2006.

- **Prunes Monument**

- Staff is awaiting a response regarding the Historic Landmark Designation application for the Prunes and Burro Race Monuments. The vote has been delayed twice. As the South Park National Heritage Area grant application has opened and is due at the end of February, staff requested that a vote occur before the next PCHPAC meeting.

- **Colorado Tourism Leadership Journey**

- Kelsey attended the first workshop in mid-November at Mt. Princeton Hots Springs meeting classmates from around the state and gaining great connections in and around Park County. The next workshop is in Colorado Springs, February 4th-6th.
- As part of the program, Kelsey must complete an Action Learning Project. Kelsey has chosen to design interpretive signage for the new riverwalk along with a brochure that can be used as a walking tour. The project does not have to be completed by the end of the CTLJ program, but a plan must be in place with intention to complete. Kelsey is open to suggestions of content to be presented along the river. She's already had a conversation with Andrew Spencer from SPNHA, also in the CTLJ program, about the project. He will be a great resource for accuracy of the content.

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.

“Where History Meets the High Country”



Town of Fairplay

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(719) 836-2622

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MEMO

Date: February 2, 2026
To: Town of Fairplay, Mayor Just & Board of Trustees
From: Alex Wagner, Public Works Supervisor
Re: Public Works Monthly Staff Report

An update from Alex Wagner, Public Works Supervisor:

Other than the four-day storm in early December, we have not had the need to plow or done any of the normal snow removal that would usually happen at this time. This has created the need for Busy work around Town, Town Buildings and in the Office. We will continue to stay busy, beautify the Town and look forward to more snow.

- **Recently Completed Projects**

- Trucks, Machines and Equipment have all be looked over and fixed as needed. Everything currently runs, starts and drives.
- Installed green stake to mark sewer manhole cap at Burro Park for safety of drivers and Public Works while Plowing.
- Fixed Sewer Service Line at the Public Works office.
- Worked Closely with Marty and Keith to help fix a few things at the San Plant and Pump House.
- Cleaned and fixed beer trailer floor.
- Replaced parts and fixed both the Cemetery and Town Hall Flag Poles.
- Shop improvements, cleaning and organization.
- Continued efforts on trash removal, monitoring and fixing potholes, water plant operations and general Town Beautification.

- **Water/ Sewer**

- Recently we met with Performances Services, spent a whole day showing them the Water Plant, Waste Water plant, all town buildings and infrastructure to see where they can possibly help in the future with our aging equipment and Current non-working equipment, Most Notably the Infiltration Gallery.
- Update on Meters: In November we installed ten new Neptune meters into various homes, town buildings and a business. They are working great and the information is easy to gather, and hand enter to Caselle for billing. We received fifteen more meters to begin to install at more locations. The number of non-

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working Sensus meters changes monthly but in December we had 82 meters that state “No Reading” from the best of my knowledge this means that the meter radio is not transmitting to our reading software.

We also had 54 meters that state “No Usage” Meaning the radio transmitted a reading but the reading had zero usage from the month prior. Some of these could be accurate, however some of these could signify a broken meter, broken radio, a disconnection between the Meter and Radio, or an improper set up upon the past installations of these units.

- **Building**

- Fairplay Continues to receive and issue a lively amount of building applications, permits and building inquiries.
- In 2025 we had a total of 51 Permits applied for. So far in 2026 we have two permits applied for.

- **Public Works Staff Update**

- Chris Bannister: Chris has really stepped into his role as Crew Chief has been doing great leading the crew in the day-to-day operations. He continues to run the water plant ensuring safe and proper drinking water for our citizens.
- Brian Rogers: Brian is halfway on finishing his Road Scholar 1 Certification and is looking at training to receive his S License for water and wastewater to serve as a backup in those departments.
- Tim Murphy: Congratulations to Murph as he just had a Child! We will miss him for the next month as he is out on Paternity leave. Murph continues to study to receive his D license for wastewater.
- Sam Kyle: Sam is settling in, learning from the rest of the crew and starting to take a more active role in his job.
-

- **Looking Forward**

- Bring On Mardi Gras!
- Chris and Murph are headed to the weeklong CRWA Conference in March for training and T.U.'S.
- The whole crew are going to the Ice Driving course through Cirsa in Georgetown, Second week of February.
- Planned Schedule Changes once Murph gets back. I will keep you updated when the time comes.

“Where History Meets the High Country”

Town of Fairplay - Water Loss Evaluation

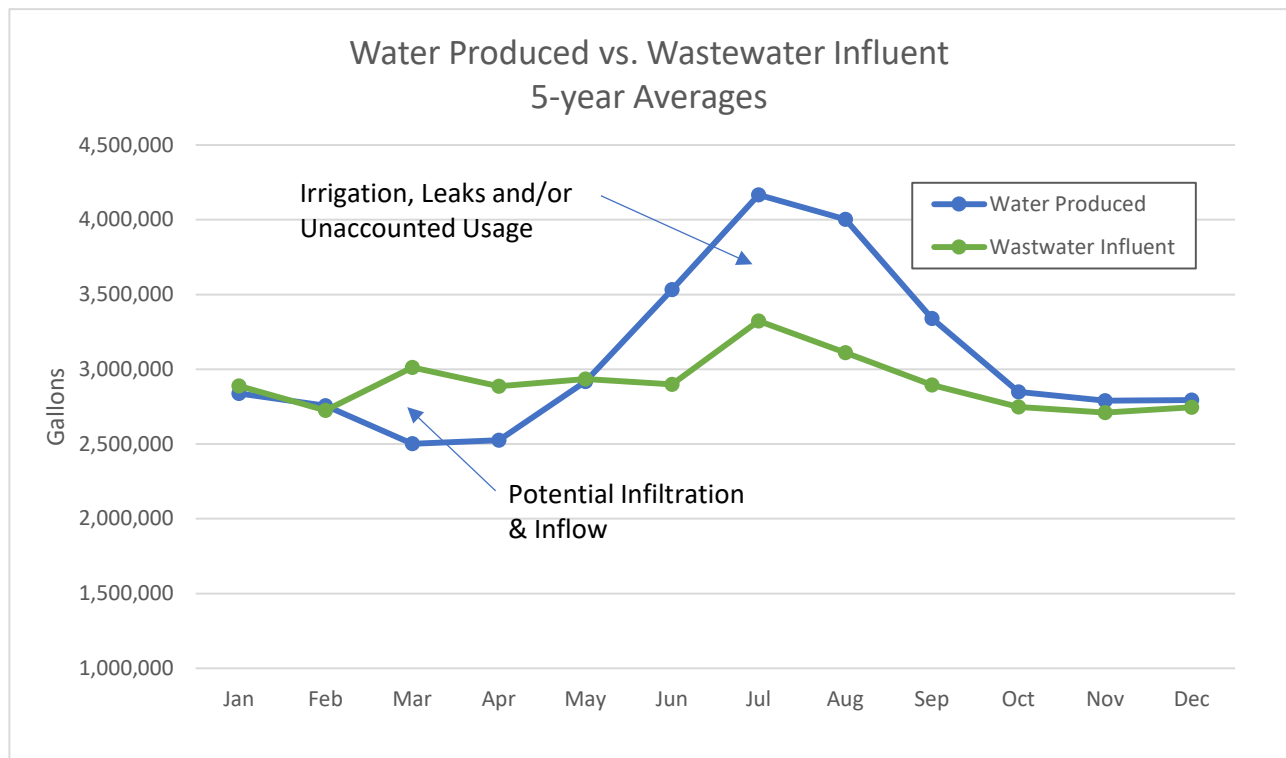
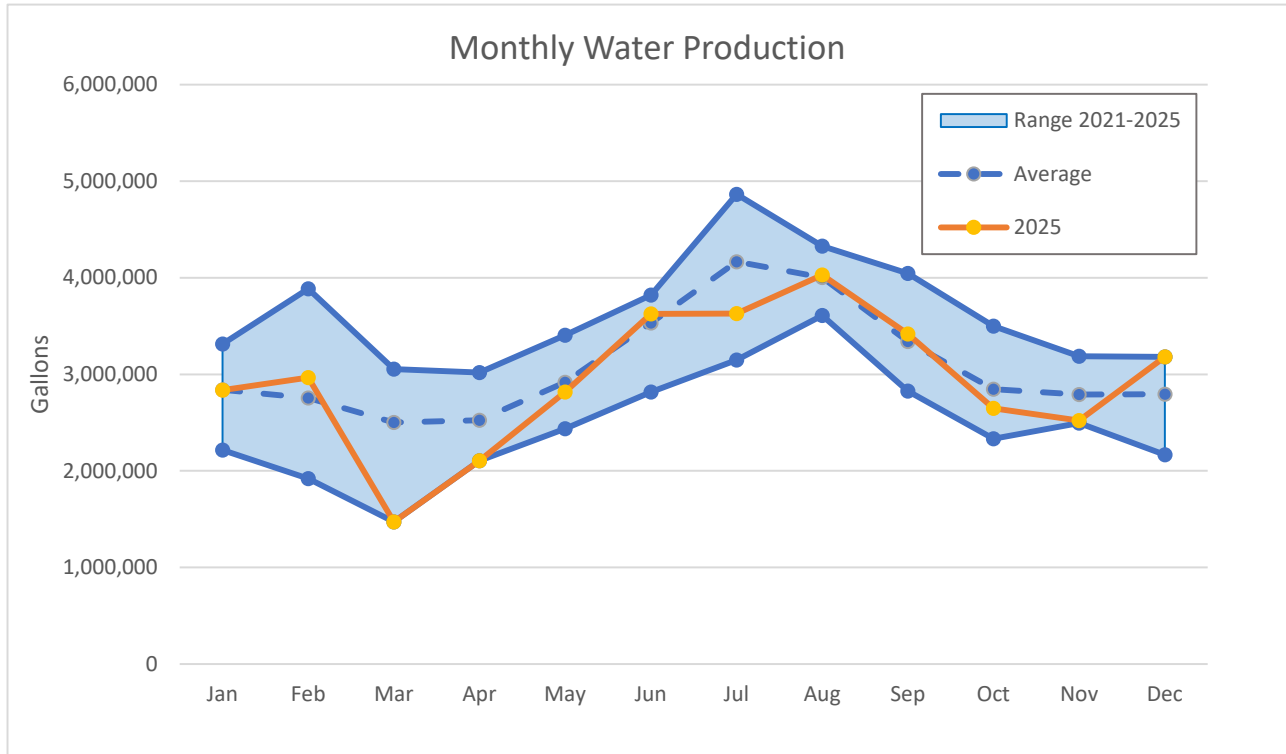
As of January 1, 2026

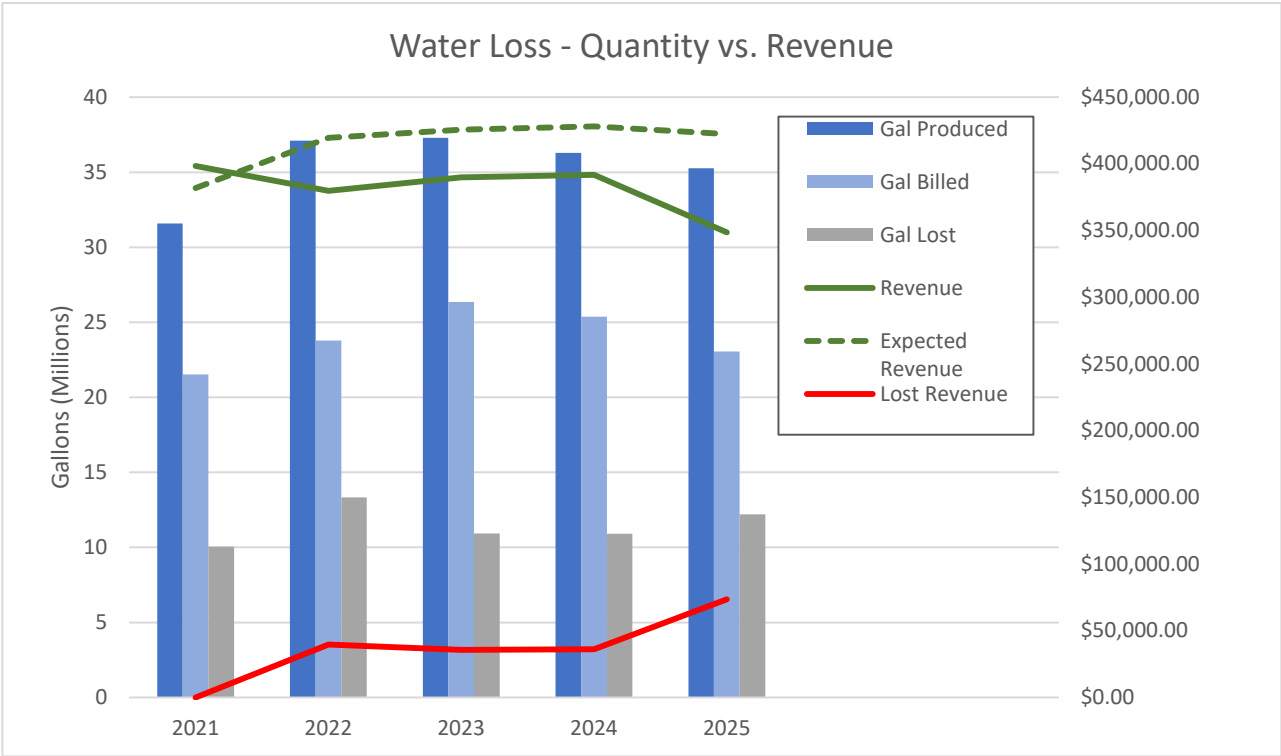
Year/Month	Gallons of Water Produced	Gallons of Water Billed	Bulk Water Filled Gallons Sold	Gallons Not Billed (Non-revenue)	% Loss	Influent Intake Gallons Sanitation Plant	Consumption & Leakage (Gallons)*
Jan-24	2,756,914	1,901,000	9,600	846,314	30.70%	2,263,188	808,762
Feb-24	2,329,417	2,130,000	1,798	197,619	8.48%	2,767,714	-132,473
Mar-24	2,568,029	1,890,000	11,000	667,029	25.97%	2,973,653	-128,030
Apr-24	2,431,077	1,887,000	9,700	534,377	21.98%	2,854,236	-142,932
May-24	3,145,288	2,327,000	7,050	811,238	25.79%	3,104,271	364,721
Jun-24	3,798,074	2,639,000	5,550	1,153,524	30.37%	2,942,624	1,247,524
Jul-24	3,147,219	2,393,000	302,204	452,015	14.36%	3,439,834	169,741
Aug-24	4,327,097	2,635,000	5,800	1,686,297	38.97%	3,029,993	1,741,190
Sep-24	2,860,060	1,864,000	4,135	991,925	34.68%	2,711,315	519,310
Oct-24	2,882,854	1,827,000	2,050	1,053,804	36.55%	2,105,161	1,093,700
Nov-24	3,186,282	1,952,000	2,000	1,232,282	38.67%	2,846,211	657,131
Dec-24	2,846,353	1,936,000	1,250	909,103	31.94%	2,794,029	351,792
Jan-25	2,838,102	1,719,000	1,300	1,117,802	39.39%	3,166,540	-13,402
Feb-25	2,965,988	1,642,000	4,150	1,319,838	44.50%	2,727,221	544,591
Mar-25	2,472,770	1,962,000	2,350	508,420	20.56%	3,054,143	-303,779
Apr-25	2,106,528	1,626,000	6,850	473,678	22.49%	2,834,643	-447,888
May-25	2,817,083	1,601,000	6,765	1,209,318	42.93%	2,757,146	383,641
Jun-25	3,626,710	2,309,000	11,800	1,305,910	36.01%	2,751,934	1,266,850
Jul-25	3,629,597	2,603,000	27,800	998,797	27.52%	3,389,293	702,660
Aug-25	4,028,750	2,728,000	9,900	1,290,850	32.04%	3,451,080	1,021,755
Sep-25	3,419,244	1,779,000	17,450	1,622,794	47.46%	3,112,262	677,547
Oct-25	2,647,038	1,714,000	17,450	915,588	34.59%	2,773,443	189,601
Nov-25	2,522,321	1,486,000	12,200	1,024,121	41%	2,453,000	386,381
Dec-25	3,180,400	1,883,000	8,600	1,288,800	41%	2,603,000	876,868
2025 Total	36,254,531	23,052,000	126,615	13,075,916	36%	35,073,706	4,407,958
2024 Total	36,278,664	25,381,000	362,137	10,535,527	29%	33,832,229	6,550,435
Monthly Average	3,015,339	2,023,913	20,876	970,550	32%	2,871,081	476,452
Annual Avg.	37,454,725	24,261,500	311,865	11,426,603	31%	34,272,705	6,721,647

Notes:

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

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







STATUS UPDATE

TO: Janell Sciacca, Town Administrator
FROM: Deron Dirksen, PE
DATE: November 2025 Summary (10/12 – 11/8)
RE: Engineering Services Status Report – Miscellaneous Projects

2018-499.007 – Habitat for Humanity

Status/Recent Progress

- Coordination for Letter of Credit.
- Meetings for cost estimate, schedule, and letter of credit.
- Staff memo.
- Board meeting.

Upcoming Activities

- Support Town as needed.

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

- Population information.
- Commercial square footage.
- Drafting Impact Fee reports for Police.
- Internal meetings.

Upcoming Activities

- Drafting Impact Fee reports for other disciplines.

2018-499.035 – Bullet Road

Status/Recent Progress

- Call with applicant and applicant's engineer.
- Drafting easement language.

Upcoming Activities

- Working with applicant.

2018-499.039 – River Park TrailStatus/Recent Progress

- Pay Application #6 review
- FNF coordination.
- CDOT coordination.
- Final Pay Application #7

Upcoming Activities

- Final documentation. Project wrap up.

2018-499.044 – Beck / Lazy Boy EstatesStatus/Recent Progress

- Review Plat.
- Comments to Town.

Upcoming Activities

- Support Town as needed.

2018-499.048 – 715 Main Street - PharmacyStatus/Recent Progress

- Downloaded files.
- Review drawing submittal.
- Correspondence with Kyle and Scot.

Upcoming Activities

- Support Town as needed.

2018-499.053 – StoinskiStatus/Recent Progress

- Review information.
- Board Meeting.
- Plat review

Upcoming Activities

- Support town as needed.

2018-499.055 – Utility Engineering ServicesStatus/Recent Progress

- Phone calls with SGM surveyors, Tom Burnett, and Baseline.
- Filled out Scope of Work.
- Coordination with town.

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	\$ -	\$ 1,798.50		-	\$ -
0.011	General Engineering	\$ -	\$ 817.50		-	\$ -
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	\$ 6,466.50	\$ 21,800.04	37%	\$ 36,746.96
0.032	Public Works Manual Update		\$ -			
0.033	Sewer Design Criteria Update		\$ -			
0.035	1171 Bullet Road	\$ -	\$ 1,035.50	\$ 12,681.50		
0.036	Bar S Ranch	\$ -	\$ -			
0.039	River Park Trail	\$ 25,000.00	\$ 745.75	\$ 130,283.00	521%	
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	\$ -	\$ 191.00	\$ 3,964.00	-	
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	\$ -	\$ 1,035.50	\$ 2,180.00	-	
0.049	240 Beaver Lane	\$ -	\$ -	\$ 2,562.40	-	
0.050	Marval	\$ -	\$ -	\$ 4,459.50	-	
0.051	540 Front Street	\$ -	\$ -	\$ 436.00	-	
0.052	POTW CDOT	\$ -	\$ -	\$ 1,144.50	-	
0.053	Stoinski	\$ -	\$ 901.00	\$ 2,620.00	-	
0.055	Utility Engineering Services	\$ -	\$ 381.50			
0.057	Hathaway Street Survey	\$ 3,400.00	\$ -	\$ 3,400.00	100%	\$ -
0.058	Gemenskap		\$ -			
TOTALS		\$ 146,611.00	\$ 13,372.75	\$273,762.45		\$ 41,805.95