



Agenda for a REGULAR MEETING of the Board of Trustees of the Town of Fairplay, CO
Monday, April 20, 2026 at 6:00 PM in the Fairplay Town Hall, 901 Main St, Fairplay, CO

[Join Meeting by Teams](#)

(Meeting ID: 212 252 729 469 747 / Passcode: rH2js2Ra)
Dial in by phone [+1 929-352-2940,,263143070#](#)

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Approval of Agenda

V. Consent Agenda

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

- A. Approval of Minutes of Regular Meeting for April 6, 2026.**
- B. Approval of Minutes of Regular Meeting for March 16, 2026.**
- C. Approval of Minutes of Regular Meeting for March 2, 2026.**
- D. Approval of Minutes of Regular Meeting for February 6, 2026.**
- E. Approval of Minutes of Regular Meeting for January 5, 2026.**

VI. Citizen Comments

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

VII. Proclamations, Presentations and Updates

- A. Presentation by Fairplay Police Department of charitable proceeds from Patches With A Purpose to Boys & Girls Club of the High Rockies.**
- B. Presentation by Xcel Energy Regional Manager Blair McGary regarding Wildfire Mitigation Plan and Public Safety Power Shutoff (PSPS) preventative measures.**
- C. Comments from outgoing Mayor Frank Just and Trustee Josh Voorhis and presentation of service appreciation gifts.**

VIII. New Business

- A. Administration of Oaths of Office to candidates elected at the April 7, 2026 Regular Municipal Election:
 - 1. Ray Douglas, Mayor**
 - 2. Sheyanne Bossert, Trustee****

3. Megan Permakoff, Trustee

- B. Selection of member of Board of Trustees to serve as Mayor Pro Tem.**
- C. Determination of process and timeframe to be followed to select and appoint a duly qualified elector to fill the 2-year term of the Trustee seat vacated by Ray Douglas.**
- D. Should the Board of Trustees of the Town of Fairplay, Colorado, approve the adoption of Resolution No. 16, Series of 2026, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING JANELL SCIACCA AS TOWN TREASURER."?**
- E. Should the Board of Trustees of the Town of Fairplay, Colorado, approve the adoption of Resolution No. 17, Series of 2026, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING JANELL SCIACCA AS TOWN CLERK AND TOWN ADMINISTRATOR."?**
- F. Should the Board of Trustees of the Town of Fairplay, Colorado, approve the adoption of Resolution No. 18, Series of 2026, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING JOSEPH RIVERA OF THE FIRM OF MURRAY DAHL BEERY AND RENAUD AS TOWN ATTORNEY."?**
- G. Should the Board of Trustees of the Town of Fairplay, Colorado, approve the adoption of Resolution No. 19, Series of 2026, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING BRIAN GREEN AS MUNICIPAL JUDGE."?**
- H. Should the Board of Trustees for the Town of Fairplay, Colorado, approve the adoption of "RESOLUTION NO. 20, SERIES OF 2026, APPROVING AN ENGAGEMENT LETTER WITH BBA WATER CONSULTANTS, INC. FOR WATER RESOURCE CONSULTING SERVICES"?**
- I. Should the Board of Trustees for the Town of Fairplay, Colorado, adopt Resolution No. 21, Series of 2026, entitled "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO UPHOLDING AN ADMINISTRATIVE DENIAL OF THE STOINSKI EXEMPTION PLAT FOR NEW LOT 11A AND NEW LOT 14."?**

IX. Public Hearings

- A. CONTINUED FROM APRIL 6, 2026 - Should the Board of Trustees of the Town of Fairplay, sitting at the Town of Fairplay Liquor Licensing Authority, grant a new Hotel and Restaurant Liquor License for The Outpost Cafe located at 531 Front Street, Fairplay, CO 80440 as requested by The Hand Hotel, LLC. (QJ)**

X. Staff & Board of Trustee Reports

- A. Town Administrator Report**
- B. Police Chief Report**
- C. Special Events Report**
- D. Town Planner Report**
- E. Town Engineer Report**

F. Water Production & Loss Report

G. Wastewater ORC Monthly Report

XI. Executive Session

A. Executive Session under C.R.S. §§ 24-6-402(4)(b) and (e) to receive legal advice and to determine positions relative to matters that may be subject to negotiations, develop negotiations strategy and instruct negotiators regarding the sewer system at the Gemenskap development in Park County and to take any necessary related action(s).

XII. Adjournment

Posted at Fairplay Town Hall, Fairplay Public Library, 501 Main Visitor Center, Prather's Market and on the Town of Fairplay Website on Friday, April 17. This Agenda May Be Amended.



Official Minutes
Regular Board of Trustees Meeting
April 6, 2026
901 Main Street, Fairplay, CO 80440

I. Call to Order

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, April 6, 2026, at 6:00 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. Pledge of Allegiance

Mayor Just led the pledge of allegiance.

III. Roll Call

Roll call was conducted with the following members being present: Mayor Frank Just, Mayor Pro Tem Ray Douglas, Trustee Courtney Avery and Trustee Josh Voorhis. Trustee Erik Baum was excused.

IV. Approval of Agenda

MOTION: To approve the agenda as presented was made by Trustee Voorhis and seconded by Mayor Pro Tem Douglas. Passed unanimously.

V. Consent Agenda

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

MOTION: To approve the Consent Agenda as presented with the expenditures as stated was made by Trustee Voorhis and seconded by Mayor Pro Tem Douglas. Passed unanimously.

VI. Citizen Comments

None.

VII. Proclamations, Presentations and Updates

A. Presentation by Rachel Edwards regarding request for funding for Mark Edwards Memorial Golf Tournament. The Board received a request from Rachel Edwards for a donation to support the Mark Edwards Memorial Golf Tournament to be held Saturday, August 22, 2026 in Buena Vista. Edwards reported all proceeds, after event expenses would go towards a scholarship for a South Park High School senior in 2027.

MOTION: To approve a donation of \$3,500 and funding for one Town Team for the Mark Edwards Memorial Golf Tournament from the Benevolence line item was made by Mayor Pro Tem Douglas and second by Trustee Voorhis. Passed unanimously.

B. Presentation by Scott Dodge of Park County Law Enforcement Gives Back regarding request for Nate Carrigan Memorial Golf Tournament Sponsorship. The Board received a request from Scott Dodge representing Park County Law Enforcement Give Back for a donation to support the Nate Carrigan Golf Tournament to be held Thursday, June 25, 2026, at Raccoon Creek. Dodge reported that proceeds, after event expenses, would go towards scholarships for Park County High School seniors. The Board requested that any funds provided by the Town go specifically to South Park High School scholarships.

MOTION: To approve a donation of \$3,500 and funding for two Town Teams for the Nate Carrigan Memorial Golf Tournament from the Benevolence line item was made by Trustee Voorhis and seconded by Trustee Avery. Passed unanimously.

C. Presentation by South Park High School Superintendent Kevin Sellers regarding Wall of Fame project.

The Board received a presentation regarding the development of a South Park High School Wall of Fame intended

to recognize distinguished alumni. Sellers announced that a committee had been formed to manage nominations, and selection procedures and eligibility criteria were discussed, including a minimum requirement of 10 years post-graduation. He stated that nominations would be accepted through a Google form on the school website, with outreach also planned through the South Park Bulletin and other channels with a deadline of June 1. He further stated the selection process would identify at least three inductees in the inaugural year, with recognition displayed on a permanent, physical wall at the high school. An induction ceremony would occur, potentially aligned with Homecoming, and the ultimate purpose was to highlight alumni achievement and provide role models for current students. Board members and attendees supported the initiative and suggested using the all-school reunion as an additional outreach opportunity and recommended updating the alumni web page to improve engagement.

VIII. Public Hearings

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

MOTION: To continue the Public Hearing for the application from The Hand Hotel for a Hotel & Restaurant Liquor License for the Outpost Cafe at 531 Front Street to April 20, 2026 was made by Trustee Voorhis and seconded by Mayor Pro Tem Douglas. Passed unanimously.

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

The Mayor called the public hearing to order regarding Appeal EP2025-003, an appeal of the Town Administrator’s denial of an exemption plat (lot line adjustment) for the property located at 1150 Castello Ave. Town Attorney Joe Rivera presented an overview of the public hearing and history on the application. Town Planner Scot Hunn provided the staff position that there had been no changes to the proposal. He explained that the requested lot line adjustment would result in a violation of the Town’s setback requirements and reported that Staff had previously provided the applicant with potential solutions, including relocating a shed or adjusting the lot line, but no corrective action was taken. He reiterated that Staff’s recommendation remained for denial of the application. Applicant Pat Stoinski presented her position stating she would not be pursuing the exemption plat any further, and her objection to the invoice received for contractor expenses in the amount of \$1,657.50. She expressed frustration with what she felt was a lack of communication and increasing complexity throughout the review stated she would pay for Town Planner Hunn's expenses only up to \$1,000.

The Board entered into deliberation on the merits of the appeal. Members noted that the proposal had been reviewed multiple times and that no changes had been made since its original submission. Discussion centered on the fact that the proposed lot line adjustment does not meet the Town’s setback requirements and that the issue had been consistently identified throughout prior proceedings. Board members generally agreed that, given the lack of new information or modification, there was no basis to overturn the original denial and the Town Administrator's denial of the exemption plat application as submitted finding that section 16-5-40 of the Fairplay Municipal Code requires a minimum of ten (10) feet of setback separation between lot lines and structures and the proposed new lot line between “New Lot 11A” and “New Lot 14” would violate this setback requirement because the proposed new lot line is less than ten (10) feet away from the existing stairs on the rear of the commercial building and less than ten (10) feet away from a shed structure. The applicant was advised of her right to appeal the invoice and review charges.

MOTION: To affirm the Town Administrator's August 11, 2025 denial of the Application for an exemption plat to adjust or move the common property line based on the finding outlined in the aforementioned discussion was made by Trustee Voorhis and seconded by Trustee Avery. Motion carried unanimously.

The Board held a separate discussion regarding the application review fees. Staff indicated that total billed fees were approximately \$1,657, which included planner, engineer, and surveyor review services. It was noted that some costs had already been reduced or absorbed by the Town. Board members discussed concerns about fairness and precedent, noting that reducing fees after a denial could create expectations for future applicants.

The applicant was advised that the standard billing would remain and that she retained the option to appeal the fee assessment if desired.

MOTION: To assess an amount of \$1,000 for all exemption plat application review fees was made by Mayor Just. Motion died for lack of second.

IX. New Business

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

The Board considered a lease agreement with Helios Charging, Inc. for installation of electric vehicle charging units in the alley behind 501 Main Street. The Town Attorney noted that the applicant was not present for unknown reason and then proceeded to explain that the proposal involved a five-year lease and required the Board to determine Helios's share of site improvement costs, estimated at approximately \$161,000. The costs included asphalt removal, repaving, and related engineering work. It was noted that Helios possessed grant funding and had previously indicated willingness to contribute toward these improvements. The Board also acknowledged ongoing Town responsibilities, including maintenance, snow removal, and related operational costs. Town Attorney Rivera clarified that Helios intended to pay its share upfront, with the lease term beginning upon completion of the improvements. Mayor Just reported that project costs had been reduced from earlier estimates and proposed a 50/50 cost-sharing approach, resulting in an upfront contribution of approximately \$80,581.50 from Helios. Board members expressed support, citing the project's benefit to downtown infrastructure and long-term community value.

MOTION: To approve the lease agreement for a five-year term, with Helios contributing \$80,581.50 toward site improvements and authorizing the Town Administrator to execute the agreement was made by Trustee Voorhis and seconded by Mayor Pro Tem Douglas. Passed unanimously.

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

The Board, sitting as the Architectural Review Committee, considered an application from Kevin and Teri Moore, dba The Fairplay Depot, for a Certificate of Appropriateness to repaint the exterior of the building located at 601 Main Street within the Town Center Overlay District.

Staff explained that while the request originated as a simple painting project, Town Code requires architectural review for any exterior changes within the district. The proposal involves repainting the building using colors consistent with the existing palette, with no significant design changes. Staff noted that the work would improve the building's appearance and provide needed weatherproofing, and confirmed that the proposal meets all applicable guidelines. Approval was recommended without conditions. The applicants confirmed that the repainting would maintain the current red, white, and blue color scheme, with updated, brighter tones to replace the faded exterior. They emphasized that no major alterations were planned, only restoration and enhancement of the existing look. Board members expressed support for the project, noting the building's visibility and importance within the community. Positive comments were also made regarding the applicants' ongoing efforts to maintain and enhance the property.

MOTION: To approve the application as presented because the proposal meets the town's criterias and standards for approval and that the Board direct the Town Clerk to issue said certificate of appropriateness within 7 business days as per the plan submitted was made by Trustee Voorhis and seconded by Mayor Pro Tem Douglas. Passed unanimously.

- C. FIRST READING** - Should the Board of Trustees of the Town of Fairplay approve Resolution No. 14, Series of

2026, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND KEVIN & TERI MOORE FOR THE 601 MAIN STREET PAINTING PROJECT.**"?

The Board considered a resolution approving a Property Improvement Program (PIP) reimbursement request which was directly related to the prior Certificate of Appropriateness item. Mayor Just expressed strong support for the program, noting that it returns tax-derived funds to property owners to encourage visible community improvements and stated that this project represents a significant reinvestment—approximately 25% reimbursement under the PIIP program. The Board discussed the value of the program as a mechanism for reinvesting local tax dollars into downtown and other areas in need of enhancement. The applicant expressed appreciation for the program and indicated they became aware of it through prior communication with Town representatives. Board members expressed general support, noting the project as a positive improvement to Main Street.

MOTION: To adopt Resolution No. 14, Series of 2026, as presented approving a PIIP with Kevin & Teri Moore for the 601 Main Street Painting project was made by Mayor Pro Tem Douglas and seconded by Trustee Voorhis. Passed unanimously.

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

The Board, sitting as the Architectural Review Committee, considered application 2026 COA 001 submitted by Nicole McChesney, doing business as Mountain Essentials, for a Certificate of Appropriateness for property located at 549 Front Street within the Town Center Overlay District. Staff explained that the proposed improvements were consistent with the Town's historic Overlay District guidelines and policies, noting that the project supports preservation of neighborhood character, enhances the appearance of Front Street, and improves safety for pedestrians and patrons. It was further noted that the existing sidewalk was in disrepair and that the proposed work aligns with prior similar improvements in the area. Board members asked whether the sidewalk would remain accessible during construction, and the applicant confirmed it would only be closed for one day during installation before reopening. The Board expressed support for the project, noting the continued reinvestment in Front Street and the positive impact on downtown revitalization. The applicant stated she was excited to restore and improve the building and bring renewed life to the property.

MOTION: To adopt Resolution No. 14, Series of 2026, as presented approving a PIIP with Kevin & Teri Moore for the 601 Main Street Painting project was made by Trustee Voorhis and seconded by Mayor Pro Tem Douglas. Passed unanimously.

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

The Board considered a resolution approving a Property Improvement Program (PIP) reimbursement request which was directly related to the prior Certificate of Appropriateness item. The Board felt there was no need for further discussion.

MOTION: To adopt Resolution No. 15, Series of 2026, as presented approving a PIIP with Nicole McChesney for the 549 Front Street Sidewalk Replacement project was made by Mayor Pro Tem Douglas and seconded by Trustee Voorhis. Passed unanimously.

X. Other Business

- A.** Update Regarding Gemenskap Tiny Home Sewer System and Discussion on Options.
Town Administrator Sciacca provided a recap of the Staff Report advising that the sewer connection issued was

recently discovered when engineered plans and as-built drawings were requested from the developer and flushing the line revealed discharge beneath a home on Sunshine Loop, and a pipe fragment was also found, indicating a break in the line. Town Engineer Deron Dircksen was on the site twice and provided two separate memos. His findings confirmed problems with the installation and a connection to a line and two manholes that did not exist on the Town's sanitation district maps and there was no knowledge of the Town approving such a connection point in the first place. It was noted the line and manholes did appear in some older Spruce Hill plans, but those records were never part of the Town's files since this was a county development. Sciacca advised that the Town was aware that the manhole on Sunshine Loop was plugged following the Town's GIS infrastructure mapping project and it now appeared it was likely done due to the integrity of the line and the fact it runs under a park model home in Whispering Aspen. She further advised that the challenge is that nobody knows who owns the line or when it was installed or why it was ultimately capped. No records exist regarding acceptance of the line by the Sanitation District. Sciacca further reported that the developer, Jeremiah Erickson, was advised to track expenses which included pumping sewage and redirecting flow to prevent discharge issues. She also advised that the Park County did not include proper referrals to the Town. Multiple county reviews occurred, but no formal Town engineering sign-off exist in the records. She reminded that at current, ownership and responsibility for the failed line were unclear and it may have been improperly constructed, damaged, or never properly connected.

Jeremiah Erickson added context advising his system included about 23 lots tied into the line, with four homes currently affected. Sewage has been flowing into a leach field under at least one structure and temporary measures were in place, including pumping and rerouting flows. Erickson felt the line appeared to have been constructed around 2004. Evidence suggests possible crushing or obstruction of the pipe, and field observations indicate a possible blockage or physical damage near the manholes. He reviewed the potential solutions included in Dircksen's memorandum stating the most feasible option preliminary appeared to be a lift station or rerouting, but all options required further engineering review. Erickson noted the project had significant financial investment and urgency, with ongoing holding costs and operational impacts. He explained that plans were submitted through the county process, permits were issued, and some communication occurred with Town staff, but the sewer tie-in was never fully verified or formally inspected by the Town. The expectation was that county referral processes would ensure Town review, but that step did not occur. He emphasized that he believes the system was designed and approved based on reasonable assumptions that existing infrastructure was functional and connected.

Town Staff responded that responsibility and liability cannot be determined immediately. More investigation is required, including review of county records, sanitation district files, and Town archives. Mayor Just acknowledged Erickson's comments, but stated that the Board and the Town could not make an immediate determination or commitment without due diligence. Erickson requested expedited resolution due to ongoing costs, operational disruption, and delays in development. Just acknowledged on behalf of the Board the urgency and financial impact, but emphasized the need for proper investigation before assigning responsibility or funding solutions as fiduciaries of the Town.

Staff and the Board both agreed to prioritize review, gather all available records, and reconvene after additional information was collected to better understand system ownership.

- B.** Discussion regarding early payoff of Colorado Water and Resource Power Development Authority Loan. Sciacca reported the item was withdrawn from discussion or consideration.

XI. Staff and Board of Trustee Reports

Town Administrator Sciacca provided several administrative updates, beginning with scheduling a work session with Stone River, tentatively set for Monday the 13th at 6:00 PM. She outlined progress on the DOLA Best and Brightest program, noting that four interviews were scheduled starting Wednesday with candidates. She also reported that she and the Mayor formally submitted a request to Park County to acquire the parcel behind 501 Main and the former Public Works shop site with a presentation scheduled at an upcoming work session of the Commissioners. Sciacca also reported that the 501 Main is being actively evaluated for relocation of the Police Department, which could potentially have significant cost savings compared to constructing a new facility. She closed by providing an update on the Town's election that was currently underway and advised that preliminary election results were expected shortly after 7:00 PM on April 7, though official certification would occur later after canvassing.

XII. Adjournment

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at approximately 8:58 PM.

Board of Trustees, Fairplay, Colorado

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk



Official Minutes
Regular Board of Trustees Meeting
March 16, 2026
901 Main Street, Fairplay, CO 80440

I. Call to Order

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, March 16, 2026, at 6:00 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. Pledge of Allegiance

Mayor Just led the pledge of allegiance.

III. Roll Call

Roll call was conducted with the following members being present: Mayor Frank Just, Mayor Pro Tem Ray Douglas, Trustee Erik Baum (online), Trustee Courtney Avery and Trustee Josh Voorhis.

IV. Approval of Agenda

MOTION: To approve the agenda as presented Trustee Voorhis and seconded by Mayor Pro Tem Douglas. Passed unanimously.

V. Consent Agenda

- A. Approval of Minutes of Prior Regular Meeting - November 3, 2025
- B. Approval of Minutes of Prior Regular Meeting - November 17, 2025
- C. Approval of Minutes of Prior Regular Meeting - December 1, 2025
- D. Approval of Minutes of Prior Regular Meeting - March 2, 2026

MOTION: To approve the Consent Agenda with noted, non-substantiative corrective changes to minutes was made by Trustee Avery and seconded by Trustee Voorhis. Passed unanimously.

VI. Citizen Comments

None.

VII. Proclamations, Presentations and Updates

- A. Presentation from Boys & Girls Club of the High Rockies Executive Director Jessica Bartak regarding the April 4th Annual Chili Cook-Off Fundraiser.
Boys & Girls Club of the High Rockies Director Jessica Bartak provided an overview of the upcoming annual Chili Cook-off fundraiser scheduled for April 4th at Highside Brewing. She noted that the event is the organization's longest-running fundraiser, supporting programs at the Fairplay Club. Bartak shared updates on club operations, including increased membership (181 registered members, up approximately 20 from the previous year) and an average daily attendance of 46 in 2026. She also highlighted the organization's funding structure, emphasizing that program costs significantly exceed membership fees, with fundraising and donations covering the majority of expenses. Bartak requested sponsorship support from the Town of Fairplay, indicating that approximately \$2,000 sponsors one child's annual participation.

MOTION: To approve \$4,000 from the Benevolence fund to sponsor the Boys and Girls Club of the High Rockies Chili Cook-off event, or annual participation for 2 children was made by Trustee Voorhis and seconded by Trustee Avery. Passed unanimously.

- B. Update from South Park Food Bank.
Sheree White, President of the South Park Food Bank, provided an update on progress toward the organization's new building project. She reported that an architect had been hired and initial plans were expected within a few weeks. Additional progress includes completion of a land survey, upcoming soil testing, and preparation of a minor subdivision application anticipated for submission shortly. The project team is also working on site design

considerations, including delivery access and parking. White emphasized the importance of alleyway development for delivery access and requested guidance from the Board regarding a potential timeline for such improvements, noting its impact on building design and project costs. Staff and Board members clarified that no formal development application has yet been submitted. Due to potential traffic and neighborhood impacts, the minor subdivision application will be referred to a public hearing process rather than handled administratively. It was noted that decisions regarding alley improvements cannot be made in advance of this process, and must be considered in conjunction with the full application and public input. Discussion also addressed requirements tied to the previously approved Special Use Permit, including submission of an operations plan, traffic considerations, and site details. Staff emphasized the need for a complete application before establishing timelines, after which notice and public hearing requirements would apply. An estimated timeline indicated that, if submitted promptly, review and hearing could occur as early as spring or early summer. The Board directed staff to prioritize processing the application once submitted, while adhering to all legal and procedural requirements.

VIII. Public Hearings

IX. New Business

- A. CONTINUED FROM MARCH 2, 2026: SECOND READING - Should the Board of Trustees of the Town of Fairplay approve "Resolution No. 5, Series of 2026, entitled "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND HELIOS CHARGING, INC. FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING UNITS IN THE ALLEY BEHIND 501 MAIN STREET."?"

The Board of Trustees considered Resolution #5 to approve a proposed lease agreement with Helios Charging, Inc. for installation of electric vehicle charging stations behind 501 Main Street. Town Attorney Rivera provided an overview of the project, including installation of EV charging infrastructure funded primarily by Helios through a state grant program. He stated the agreement was structured as a five-year lease, with Helios contributing toward site improvements (estimated at approximately \$50,000) in lieu of traditional lease payments. Total project costs, including paving, site work, and potential acquisition of an adjacent county-owned parking lot, were preliminarily estimated at approximately \$185,000, though figures remained under review. The Board discussed project scope, cost allocation, and potential benefits, including increased tourism and economic activity. Concerns included impacts on alley traffic, parking availability, maintenance costs, and the need for clearer cost estimates. Daniel Benhammou of Helios confirmed the company's willingness to contribute to site improvements and outlined project timelines, targeting construction in early summer to meet grant and tax credit deadlines. Following additional discussion, it was determined that additional information was needed, including refined cost estimates, engineering details, and confirmation of acquisition of the adjacent county-owned parcel. The Board expressed interest in maintaining the current project scope but requested more precise financial data before determining final cost-sharing arrangements.

MOTION: To direct Staff to engage with Park County regarding acquisition of the county-owned lot adjacent to 501 Main, preferably at no cost or otherwise at a negotiated price, was made by Trustee Baum and seconded by Trustee Voorhis. Passed unanimously.

MOTION: To continue Resolution No. 5, Series of 2026, to April 6, 2026 was made by Trustee Voorhis and seconded by Trustee Avery. Passed unanimously.

- B. FIRST READING: Should the Board of Trustees of the Town of Fairplay approve "Resolution No. 13, Series of 2026, entitled "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO DENYING A VARIANCE FROM SIDE AND REAR YARD SETBACKS FOR THE STOINSKI EXEMPTION PLAT FOR NEW LOT 11 AND NEW LOT 14 (CASE NUMBER VAR-2025-001).""?

MOTION: To adopt Resolution No. 13, Series of 2026, as presented was made by Mayor Pro Tem Douglas and seconded by Trustee Avery. Passed unanimously.

X. Other Business

None.

XI. Staff and Board of Trustee Reports

A. Town Administrator Report

Sciacca provided the following updates:

- Ballots were mail today and election judges will begin counting in early April.
- Clarification was given regarding the local planning capacity grant.
- Road resurfacing project including CO9 through Town may be delayed to 2028.
- CDOT has acquired property at 401 Main and is proceeding with development of a mobility hub and the Board will see a future agreement with the Town for maintenance responsibilities.
- The proposed 150th anniversary sculpture project was discontinued.
- Interviews were conducted with twelve Best & Brightest applicants with finalists to be selected and interviewed by Staff and Board members.
- A grant application was submitted to CPW for dredging and Staff felt there was good potential for partial funding.

Sciacca then requested Board input on the Transit / Bus Program. She stated that the Town's bus program continues without current grant funding and is fully locally funded. Ridership remains consistent, with primary users including students (Boys & Girls Club) and some elderly residents, but the challenges include limited staffing (one driver), increasing fuel costs, and service coverage beyond town limits. Board discussion centered on maintaining service within the approved budget (approximately \$90,000), adjusting service hours to align with peak demand and avoiding expansion beyond financial capacity. Trustee Baum expressed concerns over cost efficiency (estimated ~\$45 per ride). There was also recommendation to limit the service area and not extend it to areas outside town without partner contributions. General consensus provided by the Board was continue the program within budget constraints, optimize operations, and monitor financial sustainability.

B. Police Department Report

Sciacca highlighted the following items for the Police Department:

- There was a media segment regarding Congressionally Directed funding and the proposed police station that aired on local news.
- Statistics provided showed increased calls for service over time.
- Recognition of Officer contributions and arrests, including inter-agency assistance.
- Progress was underway on AVIS-related enforcement support through external expertise.

C. Public Works Reports

D. Events Report

Sciacca highlighted the following items from Special Events where feedback for Staff was requested:

- A proposal was received for a community film event (~\$3,000 cost). The board emphasized the need for sufficient attendance and cost offset.
- The Board provided feedback on River Park signage design, favoring durable, sun-resistant, and possibly vertical formats. A suggestion was also made to incorporate QR codes for flexible, updatable informational displays.

E. Town Planner Report

F. Town Engineer Report

G. Wastewater Operator In Responsible Charge (ORC) Report

H. Water Loss/Production Report

XII. Executive Session

At 7:58 PM, Town Attorney Joe Rivera provided a motion for the Board to move into Executive Session which was made by Trustee Douglas and seconded by Trustee Baum:

MOTION: To move into executive session under CRS sections 24-6-402(4) (B) & (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. Further, and at the close of the executive session, the Board shall return to the open meeting, which shall be adjourned. Town staff notified the Chief of Police and Officer DeSchryver of the executive session, and neither employee requested an open meeting.

The motion passed unanimously.

XIII. Adjournment

The Board reconvened the Regular Meeting at 8:37 PM, and there being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 8:37 PM.

Board of Trustees, Fairplay, Colorado

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk



Official Minutes
Regular Board of Trustees Meeting
February 2, 2026
901 Main Street, Fairplay, CO 80440

I. Call to Order

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, February 2, 2026, at 6:00 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. Pledge of Allegiance

Mayor Just led the pledge of allegiance.

III. Roll Call

Roll call was conducted with the following members being present: Mayor Frank Just, Mayor Pro Tem Ray Douglas, Trustee Erik Baum, Trustee Courtney Avery and Trustee Josh Voorhis.

IV. Approval of Agenda

MOTION: To approve the agenda as presented was made by Trustee Voorhis and seconded by Trustee Avery. Passed unanimously.

V. Consent Agenda

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.

MOTION: To approve the Consent Agenda as presented with the expenditures as stated was made by Mayor Pro Tem Douglas and seconded by Trustee Voorhis. Passed unanimously.

VI. Citizen Comments

None.

VII. Proclamations, Presentations and Updates

A. Thank you from High Rockies Community School Council for Fairplay Transit Services. Students from High Rockies appeared before the Board. Violet Shaw, the current Mayor of the school, thanked the Board for the Town's shuttle buses that provided transportation for students to community places like the Rec Center and Library. Mayor Just thanked the students for appearing and recognizing something positive the Town was doing.

B. Presentation from South Park Food Bank regarding 2025 Activities and Impact. Jane Newman of the South Park Food Bank provided an overview of the organization's history, growth, programs, and current initiatives.

- The Food Bank, a 501(c)(3) nonprofit, was founded in December 2004 and has expanded significantly from an initial annual budget of approximately \$3,300 to over \$200,000 today.
- Operations have grown from a small basement location to a larger facility, now serving approximately 70–80 families per month (over 200 individuals), in addition to supporting a similar number of pets through a popular pet pantry program.
- Key programs include:
 - A weekend food program ("totes") providing free food to students through the school district.
 - Supplying snacks to local schools and the Boys and Girls Club.
 - The pet pantry, which continues to see strong demand.
- Funding is primarily community-driven through donations, supplemented by grants (e.g., Summit Foundation) and fundraising events such as the "Ducky Derby" and the upcoming "Souper Bowl" community event involving local churches.
- Leadership updates were noted, including new Board President Sheree White following recent board member changes.

- The organization is preparing to begin development of a new building and is working with local officials on application processes, including a minor subdivision and potential fee waivers.

Newman concluded by thanking the community for its ongoing support. The Board expressed appreciation to Newman and the Food Bank for the services provided to the community and county as a whole.

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?
Town Administrator Sciacca recognized Attorney Ann Jefferson of JVAM law appearing online representing the applicant. Jefferson requested a formal continuance noting that the attorney previously representing Stoinski left the firm and she was trying to get acquainted better with the situation and possibly schedule a hearing with Town Staff prior to the hearing to address the matter.

MOTION: To continue consideration of application from Pat Stoinski for a Variance to March 2, 2026 was made by Trustee Voorhis and seconded by Trustee Avery. Passed unanimously.

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.”?

MOTION: To adopt Resolution No. 4, Series of 2026, as presented approving a Use Agreement with the South Park Food Bank for space at 501 Main was made by Trustee Voorhis and seconded by Trustee Baum. Passed unanimously.

- 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.”?

Town Planner Hunn provided an update on the status of an application submitted by Buck Finley, which has been under review for several years. The Board previously held a hearing on October 6, 2025, at which time it approved a Special Use Permit and a Variance related to landscape requirements, subject to six conditions. Hunn reported that the resolution would finalize the Board’s prior decision. He added that two of the original conditions required completion of easement agreements for stormwater and sanitary sewer easements along the boundary between Lots C3 and C4, which had been finalized and were ready for execution. Additional easement discussions involving a neighboring property owner were referenced but were not being pursued and were not included in the current action. Hunn stated that Staff was recommending approval with authorization for the Mayor to execute the stormwater and sewer easements included in the resolution package, in a form approved by the Town Attorney. Board members sought clarification regarding previously discussed frontage and access-related easements along the Highway 285 side. Staff confirmed that existing and previously established subdivision easements remained in effect, and that additional access provisions requested by the applicant may also apply. Concerns regarding retained access rights, including potential removal of fencing for operational needs, were acknowledged.

MOTION: To adopt Resolution No. 7, Series of 2026, as presented approving a Special Use Permit on the property at 1171 Bullet Road was made by Mayor Pro Tem Douglas and seconded by Trustee Avery. Passed unanimously.

- 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.”?

Town Administrator Sciacca presented reporting that the Town had not conducted a municipal election in 8 years and therefore had not appointed election judges in that same time. For the upcoming election, four judges were identified through outreach coordinated with the County Clerk and Recorder. The appointed individuals listed in the resolution all confirmed their willingness to serve. Sciacca explained that the election would be conducted as a mail ballot election with hand-counted ballots rather than machine tabulation. She then recommended approval of the resolution appointing the listed election judges for the 2026 municipal election.

MOTION: To adopt Resolution No. 8, Series of 2026, appointing Election Judges for the April 7, 2026 election as presented was made by Trustee Voorhis and seconded by Trustee Baum. Passed unanimously.

Sciacca then announced that both Ray Douglas and Scott Dodge had successfully submitted petitions for the position of Mayor while Courtney Avery, Sheyanne Bossert and Megan Permakoff had successfully submitted petitions for Trustee and would appear on the ballot.

- 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.”?

Town Administrator Sciacca presented reporting that the resolution would approve an agreement with Watters H2O Services for Water Operator in Responsible Charge (ORC) services for the Town’s water system. She explained that the Town previously contracted with Warm Springs, LLC for water and wastewater operations for approximately five years; However, the current provider is expected to retire in 2027, prompting the Town to begin transition planning. Watters H2O Services participated in a prior RFP process and was subsequently engaged in discussions with staff regarding service needs. Sciacca relayed that Watters possessed experience with the City of Woodland Park and other regional systems and would bring extensive operational and technical expertise in water system management, including treatment plant operations, pump stations, and infrastructure oversight. He indicated availability for 24/7 response, including on-site support as needed, and described a remote support model supplemented by local backup resources. Sciacca noted that the new operator would strengthen operational oversight, support development of standard operating procedures (SOPs), and provide additional technical guidance to Town staff, particularly in support of the current plant operator Chris Bannister. Board discussion included questions regarding emergency response procedures, local availability of support personnel, and coordination with existing staff. Sciacca confirmed that transition planning was underway and Watters had already met with Town staff and toured facilities. Trustee Baum felt there was lack of clearly defined hourly service expectations compared to prior flat-rate arrangements and would have preferred more time to review the matter.

MOTION: To adopt Resolution No. 9, Series of 2026, approving and agreement with Watters H2O Services for Water ORC services as presented was made by Trustee Voorhis and seconded by Trustee Avery. Passed 4 to 1 with Baum voting Nay.

- 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.”?

Town Administrator Sciacca presented and explained that the agreement is the wastewater counterpart to the previously approved water ORC contract and replaced the Town’s prior arrangement with Warm Springs, LLC. The proposal maintains substantially the same scope of services as prior years, with no significant changes to duties, but with an increased emphasis on accountability, including more detailed reporting of services performed and deliverables completed. She noted that improved documentation and oversight were intended to better track performance and support operational continuity. Board discussion focused on the structure of compensation. Board members raised questions about whether the arrangement should remain a flat-rate contract or transition toward an hourly model tied to service usage, accountability and value received. Chisholm agreed that prior reporting practices had been inconsistent and agreed more structured reporting would be provided going forward with more detailed documentation of work performed and closer coordination with Town staff to improve on and ensure necessary operational oversight.

MOTION: To adopt Resolution No. 10, Series of 2026, approving an agreement with AWT Consulting, LLC for wastewater ORC services with \$5,750 monthly compensation was made by Trustee Baum and seconded by

Trustee Avery. Passed unanimously.

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.”?

Town Administrator Sciacca presented reporting the Town had been awarded a Department of Local Affairs (DOLA) grant in the amount of \$112,500, which would be matched by the Town for a total project value of approximately \$225,000, and would provide for updates to the Unified Development Code (UDC) and Comprehensive Plan. She explained that both documents needed updating due to conflicting and inconsistent provisions and the grant would fund a consultant-led process over approximately two years to revise the UDC and Comprehensive Plan. She also explained that a key component of the grant was implementation of a “fast track” permitting process for affordable housing consistent with Proposition 123 requirements. Sciacca reported that the grant agreement had already been executed at the state level and the resolution formalized acceptance by the Town. Staff emphasized that additional funding incentives (up to approximately \$45,000) could also be available if fast-track requirements were implemented by established deadlines. Board discussion focused on scope of the project, consultant influence, prior experiences with development code updates, and ensuring that local priorities and community needs remained central to the process. Additional concerns were raised about financial implications of Prop 123 compliance, long-term flexibility of adopted requirements, and the timing of implementation. Scott Dodge, 1217 Meadow Drive, echoed concerns about previous planning efforts and recommended caution in proceeding too quickly. He suggested that new Board members be involved in consultant selection. Following additional discussion, there was general agreement to continue consideration to a future meeting.

MOTION: To continue Resolution No. 13, Series of 2026, to March 2, 2026 was made by Trustee Voorhis and seconded by T Mayor Pro Tem Douglas. Passed 4 to 1 with Baum voting Nay.

X. Staff and Board of Trustee Reports

Town Planner Scot Hunn provided an overview of his report focusing on ongoing projects and meetings held. Town Administrator Sciacca reported that the potential Brannan annexation was dead and the developer claimed the Town “lacked capacity” and was not responsive. Sciacca disputed the assertions and reported the developer was pursuing a larger development with the County which was based on a conversation with County Manager Meyer. She reported the Staff was moving forward to narrow down other locations for building a new police facility.

Sciacca reported on the proposed Water Meter replacement project to address water loss noting that some replacements were currently taking place with the Town recently purchasing fifteen Neptune meters. However, the Town was still pursuing a State Revolving Fund loan for the larger project and a required public hearing was scheduled for March 2.

Sciacca also provided an update on the Town transit program noting funding renewal was still uncertain. She also presented information on a potential public art proposal which included wolf imagery. The Board was generally interested in the opportunity but had concerns about the political climate surrounding the wolf and asked that the artist be invited to make a presentation. She then reported that Staff had been made aware of CDOT plans to resurface CO9 from Fairplay to Hoosier Pass and she was committed to continued advocacy for inclusion of the portion of CO9 that was in the Town, that Town Officers were temporarily covering SRO duties on their days off due to changes in requirements that led to a recent resignation of the School SRO and that the PD was working on a proposal for the shared funding of the position.

Town Attorney Rivera provided an update on the Mountain Mutual Water Stock Certificates noting the replacement certificate had been secured and a required publication was pending.

A concern was raised about the status of the burned Mr. Burro building on Main Street and Sciacca advised she would follow up with Building Official Kyle Parag to find out when the Town could require something to be done.

- 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.

Town Attorney Joe Rivera provided a motion for the Board to move into Executive Session which was made by Mayor Pro Tem Douglas and seconded by Trustee Baum:

MOTION: To move into executive session under CRS sections 24-6-402(4) (B) & (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. Further, and at the close of the executive session, the Board shall return to the open meeting, which shall be adjourned. Town staff notified the Chief of Police and Officer DeSchryver of the executive session, and neither employee requested an open meeting.

The motion passed unanimously.

XII. Adjournment

The Board reconvened the Regular Meeting at 9:06 PM, and there being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 9:06 PM.

Board of Trustees, Fairplay, Colorado

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk



Official Minutes
Regular Board of Trustees Meeting
January 5, 2026
901 Main Street, Fairplay, CO 80440

I. Call to Order

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, January 5, 2026, at 6:05 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. Pledge of Allegiance

Mayor Just led the pledge of allegiance.

III. Roll Call

Roll call was conducted with the following members being present: Mayor Frank Just, Mayor Pro Tem Ray Douglas, Trustee Courtney Avery and Trustee Erik Baum. Trustee Josh Voorhis was excused.

IV. Approval of Agenda

Sciacca reported that the report from the South Park Food Bank and consideration of their associated lease for space at 501 Main were being moved to the February 2, 2026, meeting as SPFB representatives could not make the meeting.

MOTION: To approve the agenda with the changes as noted by Staff was made by Mayor Pro Tem Douglas and seconded by Trustee Avery. Passed unanimously.

V. Consent Agenda

- A. APPROVAL OF MINUTES OF PRIOR REGULAR MEETING – August 18, 2025.**
- B. APPROVAL OF MINUTES OF PRIOR REGULAR MEETING – September 15, 2025.**
- C. APPROVAL OF MINUTES OF PRIOR REGULAR MEETING – October 6, 2025.**
- D. APPROVAL OF CHECK AND ACH EXPENDITURES ISSUED THROUGH BILL.COM – Paid bills for all Town funds from November 27, 2025 through December 26, 2025 in the amount of \$518,853.51.**
- E. Adoption of Resolution No. 1, Series of 2026, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, ESTABLISHING DESIGNATED PUBLIC PLACES FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY COLORADO OPEN MEETINGS LAW AND SETTING REGULAR MEETING DATES FOR THE YEAR OF 2026."?**
- F. Adoption of Resolution No. 2, Series of 2026, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, ESTABLISHING OBSERVED HOLIDAYS FOR THE CALENDAR YEAR OF 2026."?**
- G. Adoption of Resolution No. 3, Series of 2026, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, ADOPTING A COMPENSATION PLAN FOR 2026 AND ESTABLISHING PAYROLL DATES."?**

Sciacca responded to multiple questions on bills posed by Trustee Baum regarding expenses related to Plante Moran, SGM, Hardesty. Baum requested that contractors be "front loaded" on meeting agendas, so they were not left sitting for hours racking up expenses. Sciacca also pointed out two new resolutions that the Board was being requested to approve for 2026, being the establishment of observed holidays and formal approval of the compensation plan and payroll dates. She stated these would be approved annually moving forward.

MOTION: To approve the Consent Agenda as presented with the expenditures as stated and minutes as written was made by Trustee Baum and seconded by Mayor Pro Tem Douglas. Passed unanimously.

VI. Citizen Comments

None.

VII. Proclamations, Presentations and Updates

- A. Presentation of Town of Fairplay Burro Days Proceeds Funds to South Park School District.**
Superintendent Kevin Sellers accepted the award on behalf of the school district, stating representatives directly involved with the request were unable to attend due to prior commitments. He expressed appreciation for the

Town's continued partnership and support and reported the funds would be used to upgrade lighting and sound equipment in the school's multi-purpose room, supporting the growth of the theater arts program and enhancing student extracurricular opportunities. The Board emphasized their commitment to supporting educational initiatives through Burro Days proceeds and highlighted past contributions to welding and automotive programs.

B. Presentation of Awards to Fairplay 2025 Holiday Lighting Contest Winners.

Mayor Just presented the first-place award in the residential category to Dave Kintz and his daughters, who received \$300 in recognition of their display. The Board complimented the consistently high quality of their decorations and community interest in their annual participation. Second place in the residential category was awarded to the Piekarski family, who received \$200. Additional residential winners included the Hand Hotel (third place) and the Porters (third place), while Mountain Essentials was recognized in the business category (second place). Some recipients were not present. Mayor Just highlighted the success of this year's contest, noting strong community participation and high-quality displays across both residential and commercial categories.

C. Presentation from South Park Food Bank regarding 2025 Activities and Impact. *Continued to February 2, 2026.*

VIII. Public Hearings

A. Should the Board of Trustees, sitting as the Local Licensing Authority for the Town of Fairplay, approve an application from J.R.'s Pizza Place, LLC, for a new Hotel and Restaurant Liquor License for J.R.'s Pizza Place to be located at 297 ½ US Hwy 285, Fairplay, CO?

Mayor Judge opened the public hearing regarding an application submitted by JR's Pizza Place LLC for a new hotel and restaurant liquor license at 297 ½ US Highway 285, Fairplay, Colorado. Sciacca presented the application and report, noting that the submission was complete and met all statutory and local requirements. She further reported that the application underwent concurrent review with the state, which indicated preliminary approval pending the Town's decision. She also noted required public notices were properly posted, petition signatures submitted in support of the license demonstrated community backing and background checks on the applicants revealed no issues. Sciacca also advised that all applicable fees were paid, the property was properly zoned for use, and the applicant had a valid lease agreement. Applicant, Josiah Renz, briefly addressed the Board, explaining that obtaining the liquor license was important for expanding the existing food truck operation into a full restaurant and was a requirement tied to financing and property agreements. No public comments were made in favor or opposition during the hearing. Board members indicated no questions for Staff or the applicant, and Staff advised that upon receipt of the license from the State, it would be held by the Town until the property renovations were complete and a certificate of occupancy issued.

MOTION: To approve the application from J.R.'s Pizza Place, LLC for a new Hotel and Restaurant Liquor License at 297 ½ US Hwy 285, Fairplay, CO, based on the satisfactory results of the review of the application as outlined in the Staff Report and Staff present the Findings of Fact, Conclusions and Order to formalize the Board's action at the next regular Board meeting was made by Mayor Pro Tem Douglas and seconded by Trustee Baum. Passed unanimously.

IX. New Business

A. 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.”? *Continued to February 2, 2026.*

B. Consider request from South Park Health Services District regarding sidewalk installation at 540 Front Street, and provide direction for Staff on future commercial-related sidewalk installations.

The Board considered a request from the South Park Health Services District regarding sidewalk installation at 540 Front Street and discussed broader policy direction for future commercial sidewalk improvements. Charlie Schultz, representing the South Park Health Services District, explained that the District recently purchased and renovated the property to maintain and expand local physical therapy services. As part of the renovation, the building entrance was relocated to the front, creating a need for a compliant pedestrian pathway from the street. Currently, the property is the only one on the block without a sidewalk, and final sidewalk design

plans for Front Street were not yet completed. Schultz requested permission to install a temporary concrete sidewalk for the building, citing accessibility requirements necessary for the facility to open, which was anticipated by April 1. Town Administrator Sciacca confirmed that no finalized sidewalk design existed for the area, as a broader engineering plan for Front Street improvements was still in development. Discussion ensued focusing on considerations of responsibility for sidewalk installation, potential cost-sharing, and the need for consistent design standards moving forward. Town Attorney Rivera advised that the immediate issue could be addressed through a temporary license agreement allowing installation of the sidewalk within the Town right-of-way, with future provisions for permanent improvements and potential cost-sharing to be addressed later. The Board reached consensus to allow installation of a temporary sidewalk to meet immediate accessibility needs.

MOTION: To grant the South Park Health Services District a license to install a temporary concrete sidewalk within the Town right-of-way for a period not to exceed two years and authorize the Town Administrator or Mayor to execute the agreement was made by Mayor Pro Tem Douglas and seconded by Trustee Avery. Passed unanimously.

C. FIRST READING – Should the Board of Trustees Approve the Adoption of Resolution No. 5, Series of 2026, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE LICENSE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND THE HELIOS CHARGING FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING UNITS IN THE ALLEY BEHIND 501 MAIN STREET.”?

Town Administrator Sciacca introduced the proposal, explaining that Helios Charging successfully secured grant funding through the Colorado Energy Office to install fast EV charging stations in Fairplay, addressing a regional gap in charging infrastructure along Highway 285. The proposed location was selected after an alternative site was deemed unavailable. The project would support economic development by encouraging travelers to stop and patronize local businesses while charging. Sciacca advised that the agreement included installation of charging units at no cost to the Town, with Helios responsible for all infrastructure, electricity, maintenance, and insurance. The initial term was recommended at five years, consistent with grant requirements, with a standard revocation clause currently set at 60 days. The applicant, Daniel Benhmmou, Founder and CEO of Helios Charging, provided additional details, including expected usage, pricing, charging times, and system management. He also noted that the project represents an estimated \$500,000 investment and includes potential for future expansion. As part of the project, Helios proposed improvements to the alley, including paving and striping.

Board discussion focused on several key items, including:

- Adjustments to the revocation terms to provide greater certainty for the applicant
- Consideration of a phased or minimal initial fee structure for use of Town property
- Scope of alley improvements, including paving and long-term maintenance
- Coordination with existing charging infrastructure and accessibility during events
- Opportunities for future expansion and infrastructure planning

Town Attorney River recommended revising the agreement to reflect Board feedback, including potential modifications to compensation, term length, and revocation provisions, as well as clarifying improvement responsibilities. The Board directed Staff and legal counsel to revise the agreement in collaboration with the applicant and return with an updated version for consideration at a future meeting, with a target of the next scheduled meeting.

MOTION: To continue consideration of Resolution No. 5, Series of 2026, to February 2, 2026, as requested by the Town Attorney was made by Trustee Avery and seconded by Trustee Baum. Passed unanimously.

D. FIRST READING – Should Approve the Adoption of Resolution No. 6, Series of 2026, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HARDESTY ENGINEERING AND MAPPING, LLC, FOR ON-CALL ENGINEERING SERVICES.”

Town Administrator Sciacca presented the professional services agreement with Hardesty Engineering and Mapping, LLC for On-Call Engineering Services. She recommended renewal of the annual agreement, highlighting the firm’s continued contributions to the Town’s utility systems, including work on capital improvement planning, water loss reporting, and water meter replacement initiatives. There was no Board

discussion and general support of renewing due to the tremendous resource Hardesty had been for the Town over the past several years.

MOTION: To approve adoption of Resolution No. 6, Series of 2026, as presented approving a professional services agreement with Hardesty Engineering and Mapping was made by Mayor Pro Tem Douglas and seconded by Trustee Baum. Passed unanimously.

X. Other Business

- A.** Discussion regarding regulation of Natural Medicine Healing Centers/Businesses in the Town of Fairplay. Town Attorney Rivera presented reviewing information contained in the Staff Report and providing additional information on legal framework, uses, limitations on local authorities and options to rely on state regulations entirely or implement moderate regulations or extensive regulations. Board discussion focused on concerns about mushroom dispensaries, proactive zoning control and recognition that overregulation could constitute a legal risk. Direction to Staff was for moderate regulation leaning toward maximizing control where possible by create zoning rules, treating healing centers like medical offices, implementing a business license requirement but relying heavily on state regulations. Town Attorney Rivera advised he would use the input from the Board to draft an ordinance to bring back at a future meeting for the Board's consideration.

XI. Staff and Board of Trustee Reports

Trustee Baum raised concerns about Resolution No. 3 from the Consent Agenda, specifically the addition of a transit driver position with a salary range of \$50,000–\$67,860 plus benefits. His concerns centered on long-term affordability and a per-resident cost impact. Sciacca responded that the position was currently partially grant-funded. Staffing flexibility was discussed, including the option to reduce hours to part-time if directed by the Board. Sciacca replied she would provide updated statistics and grant award timing information at a future meeting.

Trustee Baum presented a 3D display/fan concept as a potential town donation for promotional use at events such as Burro Days and July 4th. General support was expressed for use of creative promotional materials.

Mayor Just reported on the Christmas Community Dinner was highly successful with estimated attendance of 120–130 people. He received strong community participation and positive feedback, and he noted the value of fellowship and community engagement from the event.

Town Administrator Sciacca provided an update on the upcoming April 7, 2026, Town election stating Candidate petition would be available starting Jan 6 and due back Jan 26. Petitions required 10 signatures or eligible electors. Trustee and mayoral seats were identified for the upcoming election cycle, and it was reported that a lodging tax question would also appear on the ballot.

Town Administrator Sciacca also reported on planned communications & transparency Improvements including, but not limited to adding meeting summaries to newsletters, expanding email notifications for agendas, implementing a new meetings/agendas platform for easier public access and possibly posting meeting videos or audio recordings online. Sciacca also shared a John Parson replica \$5 Gold Coin that was received by the Town from the Shawnee History Society. She reported it would displayed in the Burro Museum.

A work session was scheduled with Town Engineer Deron Dirksen for February 9 to discuss Impact Fees and highlights from Town Planner Hunn's report were reviewed including

XII. Adjournment

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at approximately 8:50 PM.

Board of Trustees, Fairplay, Colorado

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk

UNOFFICIAL

APRIL 20, 2026

XCEL ENERGY 2026 NEWS AND UPDATES

Xcel Energy's Mitigation Efforts
Reducing operational risk and getting to “Go”



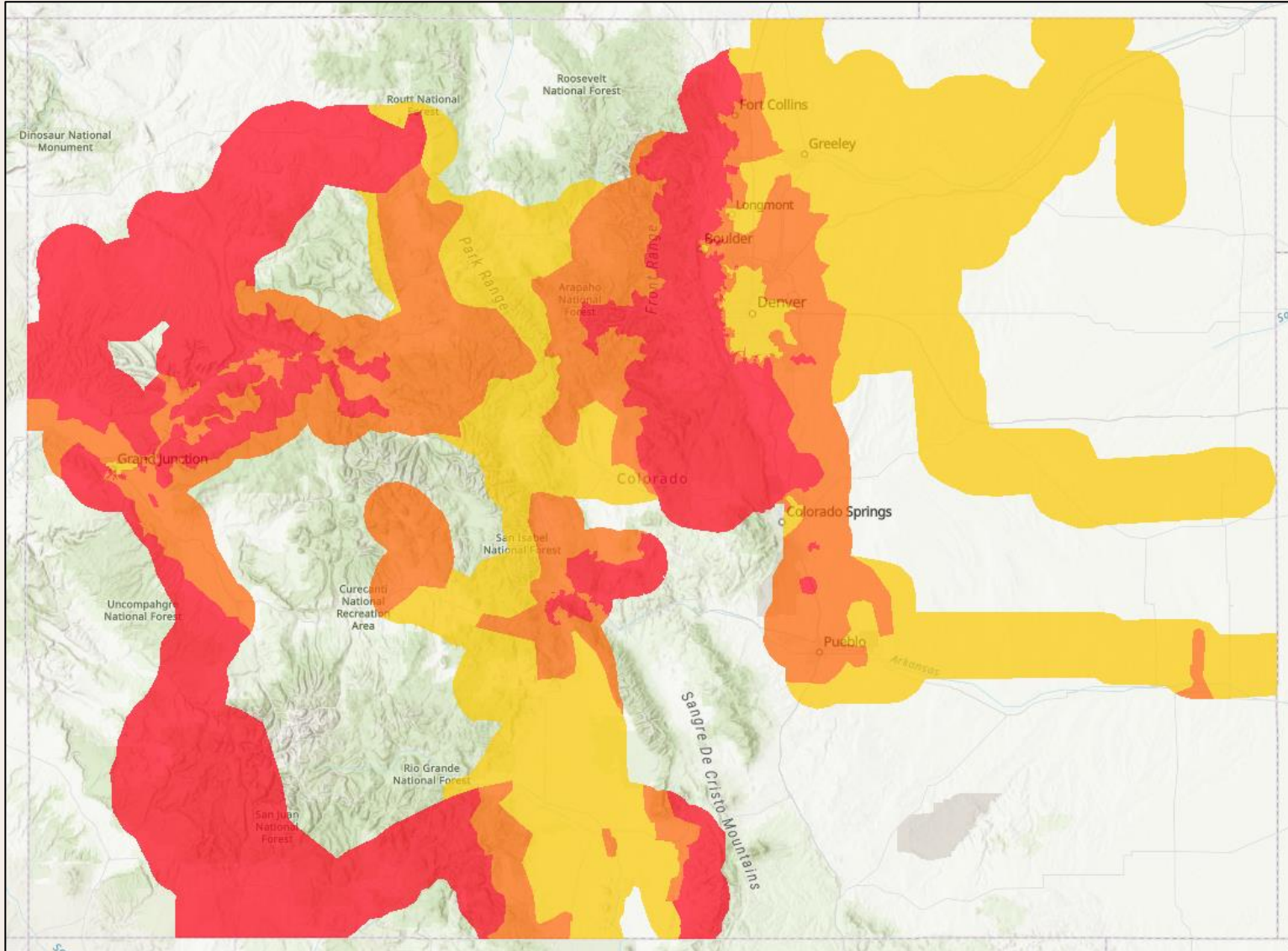


WILDFIRE MITIGATION EFFORTS




What are we doing to prepare communities for wildfire risk?
How are we reducing outages from wildfire risk and how does that improve restoration post-PSPS?



WILDFIRE RISK IN COLORADO



[View our interactive Wildfire Risk Tier map](#)

Color	Tier
	Tier 1
	Tier 2
	Tier 3

Tier	Description
Tier 1	Areas with significant human development and/or surfaces resistant to fire.
Tier 2	Areas where wildfire may cause significant damage to human infrastructure due to fuel continuity and terrain.
Tier 3	Areas where wildfire will likely rapidly become large, destructive or catastrophic events due to fuel continuity and population density.

2025 – 2027 WILDFIRE MITIGATION PLAN OVERVIEW

REDUCING WILDFIRE RISK WHILE PROMOTING RESILIENCY

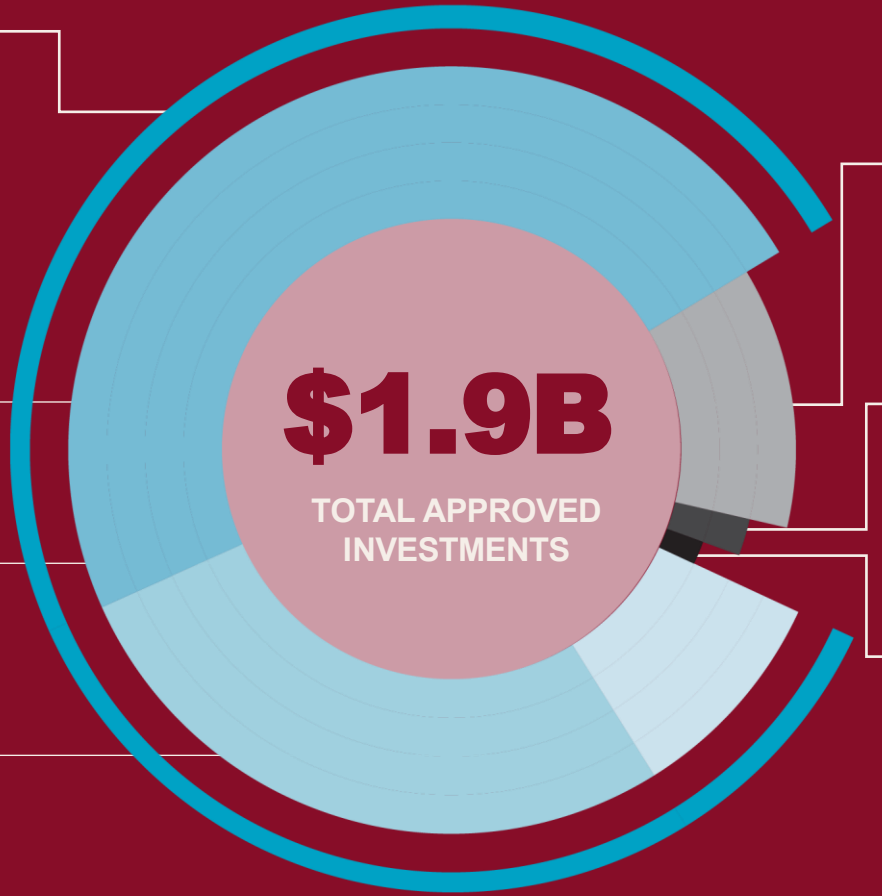
82.7%

System Resiliency
\$1.56 billion

57% Pole Remediation Efforts
\$897 million

32% Power Line Related Improvements
\$496 million

11% Vegetation Management and Tech Services
\$175 million



11.5%

Operational Mitigations
\$217 million

1.3%

Customer & Other Support
\$24 million

4.5%

Situational Awareness
\$50 million



System Resiliency

50

miles of underground power lines

10,000

pole replacements, with a focus on higher risk areas



Operational Mitigations

100%

feeders enabled with Enhanced Powerline Safety Settings (EPSS) capability for higher risk areas



Situational Awareness

3x

the number of AI-enabled wildfire monitoring cameras

29,000

non-traditional fault detection sensors deployed

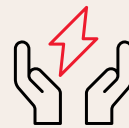


WILDFIRE MITIGATION PROGRAM OVERVIEW



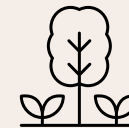
System Maintenance and Upgrades

We're conducting enhanced maintenance, upgrading equipment and strengthening the reliability of power lines and other equipment to reduce the potential for ignitions.



Preventative Measures

We're leveraging Enhanced Powerline Safety Settings and, when needed, Public Safety Power Shutoffs (PSPS), to help reduce wildfire risk.



Vegetation Management

Our crews continually clear trees, brush and grass around power lines to reduce or eliminate potential fuel sources for fires.



First Responder & Community Outreach

We're reaching out to local officials, first responders and the communities we serve to better understand the unique needs of each community.



Advanced Technologies

We're enhancing our situational awareness by integrating advanced technologies to help make data-driven decisions that protect our communities.



Safety and Preparedness

We regularly share and update safety information and resources to help prepare our communities for outages and potential wildfires.

REDUCING WILDFIRE RISK IN OUR COMMUNITIES

ENTERPRISE COMMAND CENTER

Monitors wildfire conditions and supports event response

SITUATIONAL AWARENESS: Risk modeling software evaluates current and forecasted weather conditions, wind speed, moisture and ground fuel conditions to predict potential wildfire spread



LiDAR

LiDAR equipped helicopter inspections create 3D maps of our equipment to perform wind strength analysis



ENHANCED POWERLINE SAFETY SETTINGS

We operate our system more conservatively when wildfire conditions are elevated— if an object strikes the line or a fault occurs, protective devices shut off the power until it can be safely restored

WILDFIRE DETECTION CAMERAS

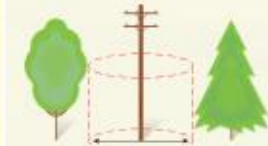
AI-enhanced cameras speed the process of wildfire detection and response



VEGETATION MANAGEMENT



Pole brushing



UNDERGROUNDING

Burying power lines, where possible, helps reduce wildfire ignition risk



WEATHER DATA

Local weather conditions are used to inform Enhanced Powerline Safety Settings and when we can perform work safely



DRONE INSPECTIONS

Inspecting the electric system to identify equipment needing repair



COMMUNITY OUTREACH

Connecting with local stakeholders to understand the unique needs of each community



SAFETY AND PREPAREDNESS

We provide safety tips to help you prepare for potential wildfires and power outages



SUBSTATION



SYSTEM HARDENING

System rebuild projects to upgrade electric lines within wildfire zones to wildfire rated equipment

LEARN MORE AT

my.xcelenergy.com/s/outage-safety/wildfires

Note - the tools and techniques used to reduce wildfire risk vary across the communities we serve.

ONGOING COLORADO WILDFIRE MITIGATION WORK

We've invested **millions in wildfire mitigation activities.**

In 2024 alone, these measures included:



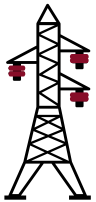
8,337

**DISTRIBUTION
POLES
REPLACED**



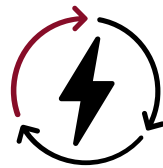
18,740

**DISTRIBUTION
POLES INSPECTED**
USING UNMANNED AERIAL SYSTEMS
(DRONES)



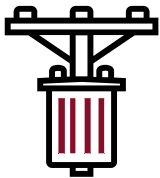
345

**PRIORITY
REPAIRS
ON TRANSMISSION
EQUIPMENT**



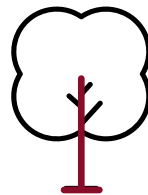
2,832

**MILES OF TRANSMISSION LINE
INSPECTED**
USING VISUAL INSPECTIONS



18

**SUBSTATION
PROTECTION
RELAYS INSTALLED**



108%

**COMPLETION RATE OF PLANNED
VEGETATION MANAGEMENT**
EXCEEDING 90% ANNUAL GOAL



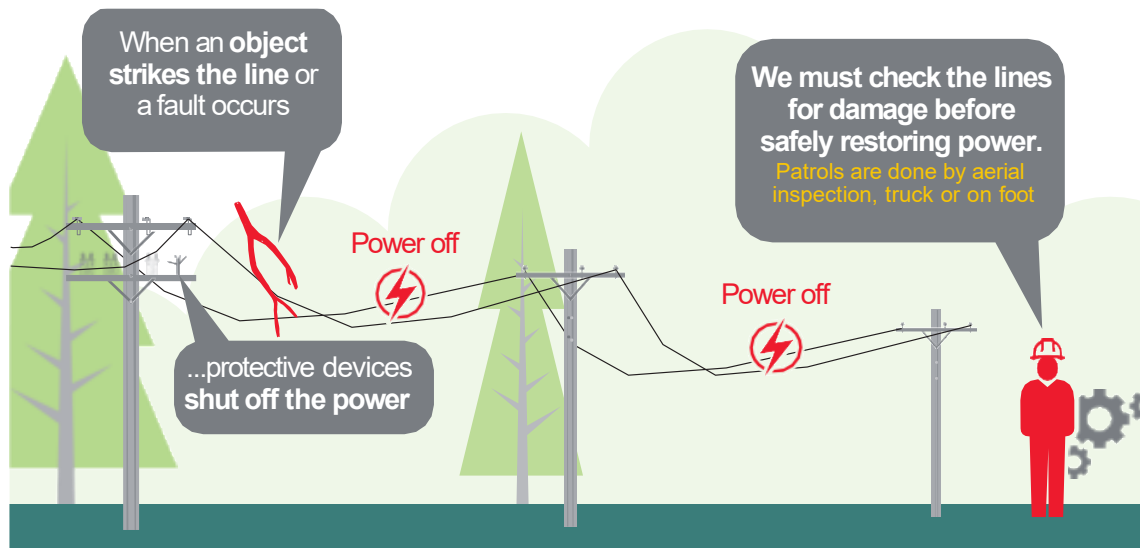
REDUCING OPERATIONAL RISK AND GETTING TO “GO”

Explaining EPSS and PSPS



EPSS IS A PROVEN WILDFIRE MITIGATION TOOL

EPSS allows for power lines to remain in-service during periods of elevated wildfire risk, with protection settings enabled.



When EPSS is activated, power lines are more sensitive and can quickly stop the flow of energy if an issue is detected, like a tree branch or other object touching the line. When that occurs, the power will remain off until our crews can inspect the line to make sure it's safe to turn it back on.

It is intended to enhance public safety during heightened risk conditions, but it means power outages are likely to occur more frequently, and if they do, are likely to last longer because crews need to patrol the line before restoring power.

EPSS is used in risk zones identified by the CO State Forest Service and risk probability models considering factors like weather, housing density, terrain, miles of overhead lines.

PSPS IS A TOOL OF LAST RESORT

When deciding whether to implement a PSPS, we consider three factors: wind speed, relative humidity, and fuel/vegetation moisture. PSPS is only considered when all three factors indicate extreme wildfire risk in specific areas. This is not a step we take lightly.



Extreme Wind Speed

Wind speeds greater than or equal to the 99th percentile at specific locations.



Low Relative Humidity

The air is dry, meaning there is a small amount of water vapor in the air compared to what the air can hold at a given temperature.



Low Fuel Moisture

Presence of drier fuel sources, calculated by considering day length, hours of rain and daily temperature and humidity ranges

COMPARING EPSS AND PSPS

EPSS and PSPS are only used when weather conditions, including the temperature, wind speed, relative humidity and available fuel sources, indicate an elevated or extreme risk for wildfire.

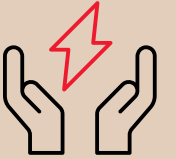
ENHANCED POWERLINE SAFETY SETTINGS (EPSS)



EPSS allow power lines to remain in service during periods of high wildfire risk with additional protection settings enabled to enhance public safety.

Customers impacted by EPSS may experience more frequent or longer outages. This is because crews must inspect power lines and the surrounding area to ensure it's safe to restore service.

PUBLIC SAFETY POWER SHUTOFFS (PSPS)



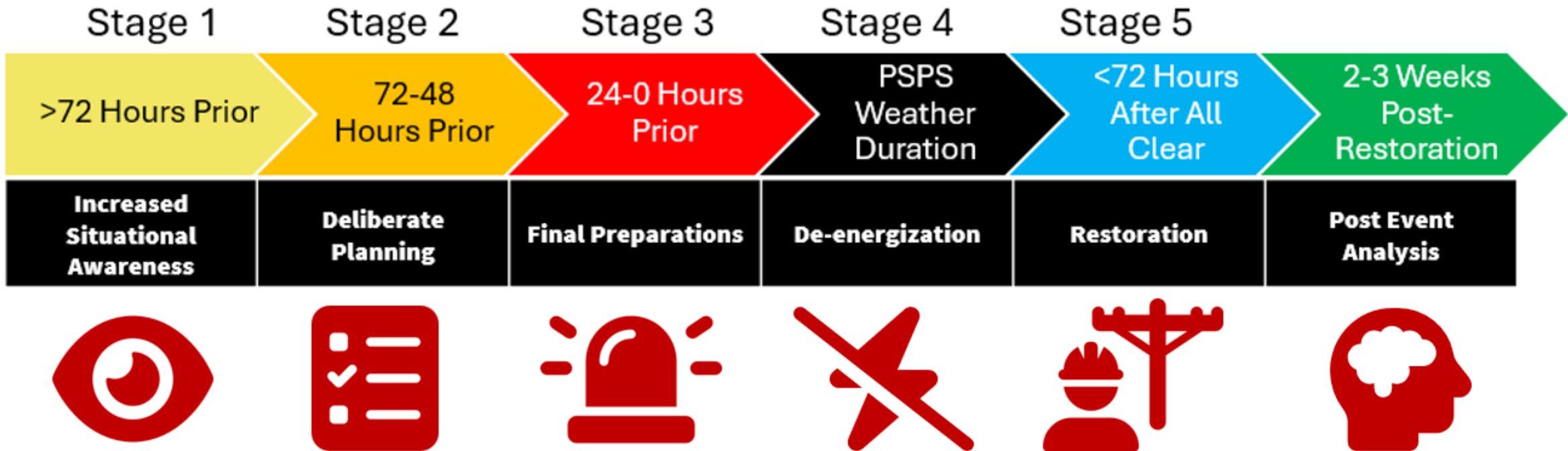
PSPS is a risk reduction strategy in which we temporarily turn off electricity to customers in targeted areas during extreme or critical wildfire risk conditions.

Proactively shutting off the power is not a step we take lightly. We work closely with our customers and communities to help them prepare and connect them with available resources.

We're committed to continuous improvement and working to identify opportunities to reduce the frequency, duration, extent and number of customers impacted by potential power disruptions.

EVENT PROCESS

How the company approaches and performs a PSPS



PSPS COMMUNICATIONS PLAYBOOK

Severe weather in the forecast, including high winds and low relative humidity, indicates heightened wildfire risk and the potential need for a PSPS.

48-72 Hours in Advance of PSPS

POTENTIAL FOR EVENT



PRE-EVENT



48-72 Hours in Advance of PSPS

Severe weather forecast persists, and it appears likely that we will need to conduct a PSPS within the next 72 hours.

Due to weather conditions and increased wildfire risk, we decide that a PSPS event is necessary to prevent possible wildfires.

1-4 Hours in Advance of PSPS

GO DECISION



Every 24 Hours during PSPS

During a PSPS, we continue to communicate with affected customers, provide updated information to the community and assess risk on the ground.

EVENT



Once we have determined that wildfire risk has subsided, and conditions have improved, we will begin the restoration process.

Our crews visually inspect and patrol all power lines to ensure it is safe to turn service back on. Power is restored segment by segment once inspected and cleared.

RESTORATION





PSPS EVENTS DEC. 17-19, '25



What happened?

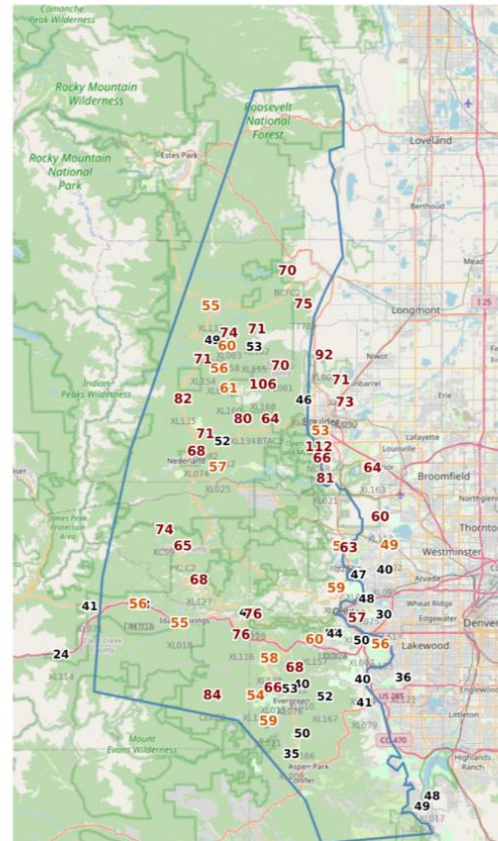
What was the company's decision-making process?

PSPS SCOPE

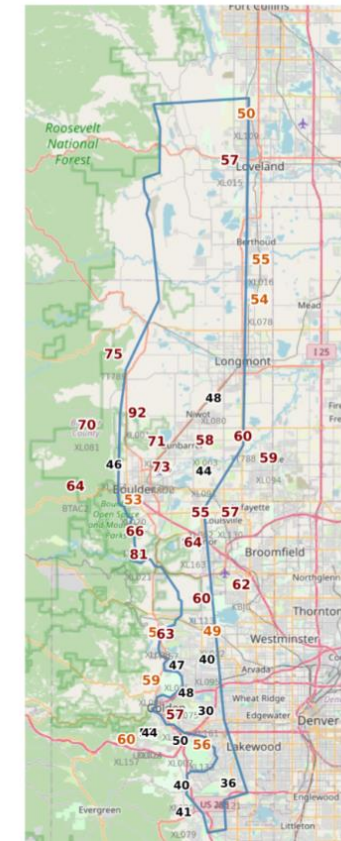
DECEMBER 19, 2025

- Two polygons of the Dec. 19 PSPS areas, one west of the foothills (Evergreen) and one east (Golden, Arvada).
- Dec. 17th PSPS impacted about 50,000 customers
- Dec. 19th PSPS impacted about 60,000 customers
- Upwards of 120,000 total outages including weather impacts and PSPS

AOC PSCo Zone 3 North - 12/19/2025 PSPS Event — Wind Gust (mph)



AOC PSCo Zone 5 - 12/19/2025 PSPS Event — Wind Gust (mph)



METEOROLOGY FORECASTS AND RECORDED WIND

National Weather Service criteria of Red Flag Warnings

- Relative humidity of **15% or less**
- Sustained surface winds, or frequent gusts, of **25 mph or greater**
- Both conditions must occur simultaneously for at least 3 hours in a 12 hour period

Xcel Energy's criteria for PSPS

- Wind speeds must be greater or equal to the 99th percentile of historic recorded winds
- Low relative humidity
- Low fuel / vegetation moisture

Weather conditions and dry vegetation supported the forecast of a very critical fire environment.

Weather station recordings on Friday, Dec. 19

- Golden Gate Canyon
 - A max gust of 59 mph at 1:10 PM and 8:20 PM, relative humidity (RH) below 20% from 9:40 AM until 10:30 PM
- 0.5 miles SE of Black Hawk
 - A max gust of 68 mph and minimum relative humidity of 13%. Wind gusts over 60 mph were observed from 3 AM to 8 AM, with humidity below 20% from 7 AM to 7 PM
- Pickle Gulch (3 miles north of Central City)
 - A Max wind gust of 65 mph and minimum relative humidity of 13%. Wind gusts exceeding 60 mph were observed from 6 AM to 8 AM, with humidity below 20% from 7 AM to 6 PM
- Corral Creek (west of Evergreen)
 - A max gust of 84mph, minimum relative humidity of 9%. Gusts 60+ mph observed from 1 AM to 10 AM, and again from 1 PM to 3 PM with humidity below 20% from 4 AM to 7AM



PSPS ACTUAL COMMUNICATIONS MILESTONES

- Contacted OEMs 80 hours in advance
- ICS activated @ 80 hours
- Local, state officials @ 72 hrs.
- Critical customers @ 72 hrs.
- OEM briefing @ 72 hours
- Medical device customers notified @ 80 hours
- Key Acct. outreach @ 72 hours
- Secondary stakeholders @ 72 hours

- News conf. release @ 2 hours
- PSPS activated at 1000
- OEM briefings 3X/day
- Customer comms
- Mass comms
- Local, state officials
- Key customer outreach ongoing
- 2ndary stakeholders @ 1000
- Resource centers planned
- Scoping for Dec. 19 event

All planned milestones met or exceeded

- OEM briefings 3X/day
- Mass Comms
- Customer comms
- Local, state officials
- Key customer outreach ongoing
- 2ndary stakeholders sent news releases
- Resource centers through Dec. 21



- Mass Comms @ 48, 24 hours
- Emails to medical device customers @ 48, 24 hrs.
- OEM Briefing calls @ 48, 24, 12 hours
- Local, state officials @ 48, 24 hrs.
- Key customer outreach ongoing
- 2ndary stakeholders @ 4, 24 hours

- OEM briefings 3X/day
- Mass Comms
- Customer comms
- Key customer outreach ongoing
- 2ndary stakeholders sent news releases
- Local, state officials
- Resource centers deployed, staffed
- Dec. 18 messaging for Dec. 19 event



RESTORATION

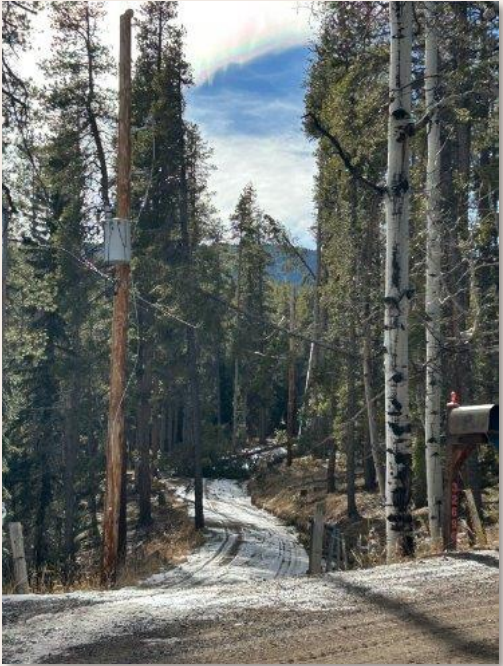


STORM RESTORATION



Arvada

Evergreen



Golden

Conifer





LESSONS LEARNED



XCEL ENERGY AFTER ACTION PLAN

What went well

- Communications to all stakeholders (business and residential customers, OEMs, state/local officials, critical customers, medical device customers, key accounts, media, etc.) were timely throughout the event
- 2,500 Critical Customer premises in total were contacted
- Daily outreach to key accounts, critical customers for 7 days
- American Red Cross partnership and shelters
- Teams handing out dry ice was popular among customers at Xcel Energy resource shelters

Where we can improve

- The online outage map and its automated estimated restoration times provided customers with inaccurate information, frustrating and confusing customers
- How to provide accurate restoration updates accounting for unknown damage, meteorology risk and repairs?
- Notification to tenants (non-account holders) could not take place with current capabilities
- Overall awareness of power shutoffs and how residential and business customers can be prepared for the next extended outage

- Hosted an average of 90-95 customers per day for three days in Evergreen.
- Staff handed out approximately 2,000 pounds of dry ice over four days in Evergreen.
- Staff provided updates to customers directly.
- Staff handed out water, coffee and snacks.



PREPARING FOR OUTAGES

If outages occur, it's important to have access to the most recent updates about power restoration.

Customers should make sure their account information and communications preferences are up to date through the [My Xcel Energy mobile app](#) or by visiting the [Xcel Energy website](#).

Building a Home Emergency Kit

- Acquire a first aid kit of sufficient size for the household and keep it stocked.
- Stock up on batteries and consider purchasing portable chargers and communications devices that do not require electricity, such as a battery-powered radio or a phone not reliant on electricity.
- Write down emergency numbers and critical contact information.

Medical and Food Considerations

- Keep an emergency supply of prescription and non-prescription medications on hand, and plan for medications, like insulin, that require refrigeration.
- Fully charge personal medical devices and ensure a backup power source is available for electrically powered medical equipment.
- Purchase non-perishable food (and a manual can opener if needed) and bottled water.



ELECTRIC AND GAS RATES



KEY CASE THEMES AND CUSTOMER VALUE

Today's electric utility faces fundamental changes driving cost increases

- Grid upgrades replace aging infrastructure to meet modern demands
- Rising electricity use from EVs, appliance electrification, and large users
- Colorado aggressively shifts to cleaner energy and retires fossil plants
- Climate change causes unpredictable weather stressing grid reliability

Despite rising costs, electricity remains affordable compared to other essentials

- Colorado bills rank among the lowest nationally
- EV adoption offers significant fuel cost savings
- Xcel Energy provides programs to help customers access value and manage bills



A significant portion of the request is already approved from planning proceedings, in rates today (rider roll-in), or costs previously deferred



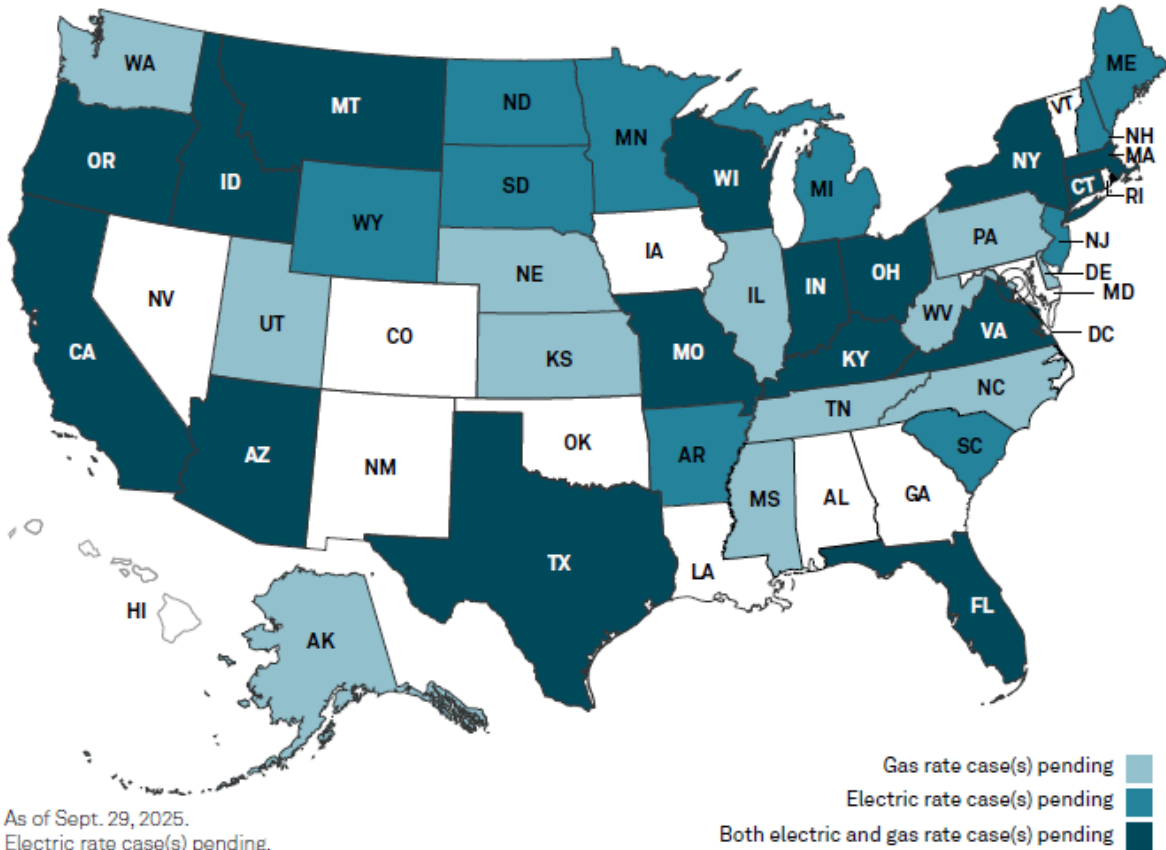
We are enhancing our IQ program to ensure all our customers have below national average energy burden



The Company has moderated its ROE request, extended amortization periods, and will accelerate customer credits to reduce our rate request considering the filing of Electric and Gas cases simultaneously

CURRENT RATE CASE ACTIVITY

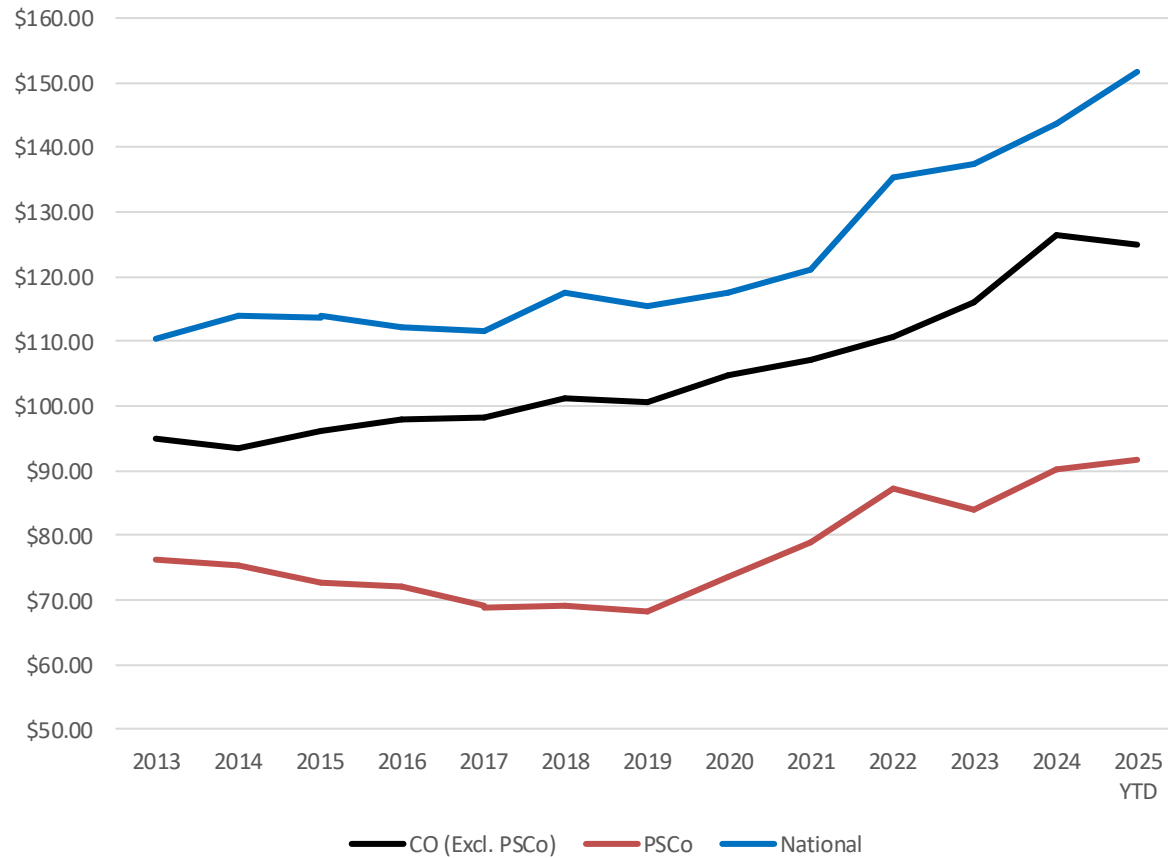
Pending energy rate cases



As of Sept. 29, 2025.
 Electric rate case(s) pending.
 Gas rate case(s) pending.
 Both electric and gas rate case(s) pending.
 Source: Regulatory Research Associates, a group within S&P Global Commodity Insights.
 © 2025 S&P Global.

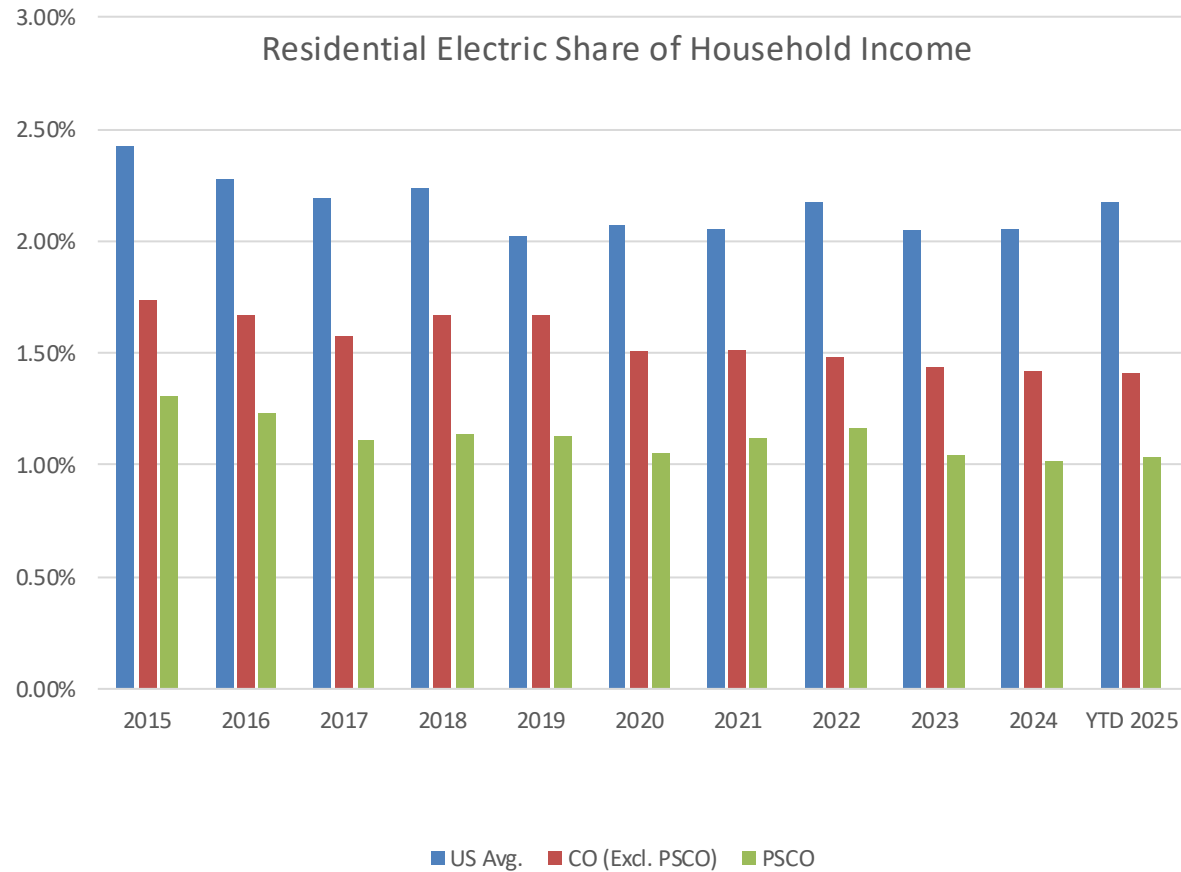
- As of Sept. 28, 2025, RRA was following 104 pending energy rate cases — 56 for electric and 48 for gas utilities.
- In the pending cases, the utilities seek rate changes aggregating to a **\$19.3 billion** net rate increase, excluding the later-year steps of multiyear rate requests.
- The returns on equity (ROEs) requested in the pending cases range from 9.70% to 13.00%, averaging 10.67% in the vertically integrated electric rate cases, 10.49% in the electric distribution rate cases, 9.70% in the electric limited-issue rate proceedings where an ROE is specified, 10.65% in the gas base rate cases and 10.40% in the gas limited-issue rate proceedings where an ROE is specified.
- While capital spending remains a critical driver of rate case activity, the utilities have also reported that ongoing inflation is impacting their cost of operations and driving requested rate hikes.

PSCO RESIDENTIAL ELECTRIC BILL COMPARE



PSCO Residential bills have been about 37% below the national average over the past decade. Customer usage in PSCO vs other CO utilities is about 15% lower due primarily to DSM Programs

PSCO WALLET SHARE



PSCO Residential Customers wallet share for Electric bills is about half of the national average



KEY FEATURES OF OUR ENHANCED AFFORDABILITY PROGRAMS



Program Expansion

We will create new pathways into our affordability programs with a goal of doubling participation

Enhanced Benefits

Participants will receive bill assistance that ensures their electricity costs are no more than 1.5 percent of their household income, arrearage forgiveness, and targeted support for energy burdened seniors

No Disconnection

Participants will not be disconnected for non-payment

Shareholder Funding

The Company is making a one-time shareholder contribution of \$10 million across the Electric and Gas Affordability Programs

Concierge Service

The Company's Customer Care team would work together with participants to better understand their energy use and household energy needs in order to help guide them through the customer program offerings.







Town of Fairplay

901 Main Street • P.O. Box 267

Fairplay, Colorado 80440

(719) 836-2622

[Fairplay Colorado Website](#)

Staff Memorandum

To: Board of Trustees
From: Janell Sciacca, Town Administrator
RE: Administration of Oaths of Office to candidates elected at the April 7, 2026 Regular Municipal Election:

1. Ray Douglas, Mayor
2. Sheyanne Bossert, Trustee
3. Megan Permakoff, Trustee

Date: 4/20/2026

Background/Analysis:

The Town Clerk will administer the Oaths which will be followed by a brief recess and reception, and then the new Board members will take their seats at the dais and resume meeting business.

Recommendation:

Attachments:

None



Town of Fairplay

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[Fairplay Colorado Website](#)

Staff Memorandum

To: Board of Trustees

From: Janell Sciacca, Town Administrator

RE: Selection of member of Board of Trustees to serve as Mayor Pro Tem.

Date: 4/20/2026

Background/Analysis:

Fairplay Municipal Code Section 2-2-30 provides that "At its first meeting following each biennial municipal election, the Board of Trustees shall choose one (1) of its members as Mayor Pro Tem. In the absence of the Mayor from any meeting of the Board of Trustees, during the absence of the Mayor from the Town or during the inability of the Mayor to act, the Mayor Pro Tem shall perform the duties of the Mayor. Vacancies in the office of Mayor Pro Tem shall be filled by appointment made by majority vote of the Board of Trustees."

Recommendation:

Staff recommends the Board discuss amongst the members who would be best suited to, or desires to, serve in the capacity of Mayor Pro Tem. Following discussion, the Board should motion and second a nomination and then conduct a roll call vote to confirm the nomination.

Attachments:

None



Town of Fairplay

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Fairplay, Colorado 80440

(719) 836-2622

[Fairplay Colorado Website](#)

Staff Memorandum

To: Board of Trustees

From: Janell Sciacca, Town Administrator

RE: Determination of process and timeframe to be followed to select and appoint a duly qualified elector to fill the 2-year term of the Trustee seat vacated by Ray Douglas.

Date: 4/20/2026

Background/Analysis:

Upon his election as Mayor at the April 7, 2026 Regular Municipal Election, the seat held by Ray Douglas became open for the remaining 2 years of the 4 year term he was elected to in 2024.

Pursuant to Fairplay Municipal Code section 2-2-10(d), the Board of Trustees, within sixty (60) days of the creation of a vacancy, shall select and appoint from the duly qualified electors of the Town a suitable person to fill the vacancy, or call for a special election to fill the vacancy until the next regular election.

Recommendation:

Because the Town of Fairplay just held its Regular Municipal Election, Staff recommends the Board of Trustees accept letters of interest from qualified electors of the Town instead of calling a special election. Upon receipt of the letters, the Board would then conduct interviews of the applying electors and vote to appoint a replacement to fill the seat for the unexpired 2 year term.

Attachments:

None



Town of Fairplay

901 Main Street • P.O. Box 267

Fairplay, Colorado 80440

(719) 836-2622

[Fairplay Colorado Website](#)

Staff Memorandum

To: Board of Trustees

From: Janell Sciacca, Town Administrator

RE: Should the Board of Trustees of the Town of Fairplay, Colorado, approve the adoption of Resolution No. 16, Series of 2026, entitled, “**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING JANELL SCIACCA AS TOWN TREASURER.**”?

Date: 4/20/2026

Background/Analysis:

The Town of Fairplay Municipal Code Section 2-3-10(a) sets forth that the following officers of the Town shall be appointed by a majority vote of all the members of the Board of Trustees:

1. Town Treasurer;
2. Town Clerk;
3. Town Attorney; and
4. Municipal Judge.

This section further sets forth that officers shall serve until the next regular municipal election, at which time they may or may not be reappointed at the discretion of the Board of Trustees, and that reappointment and/or appointment of new officers shall occur no later than the second regular meeting of the Board of Trustees after each regular municipal election.

Section 2-3-40 also sets forth that the Town Administrator shall be subject to reappointment after every regular municipal election and shall serve at the pleasure of the Board of Trustees.

The Town’s Regular Municipal Election was held April 7, 2026, and Resolutions 16-19, Series of 2026, are presented in accordance with, and to fulfill, the requirements of the Town’s code.

Recommendation:

Staff recommends the Board approve Resolutions No 16-19, Series of 2026, by separate motions and seconds, followed by separate roll call votes for each.

Attachments:

1. Res. 16 - Treasurer Appt

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 16
(Series of 2026)**

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

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

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

WHEREAS, the Town of Fairplay 2026 Regular Municipal Election was held April 7, 2026 and the Town is fulfilling the requirements of Sec. 2-3-10(c) by making an appointment of Town Treasurer as required.

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

- Section 1. Janell Sciacca shall be and is hereby appointed as Town Treasurer and that, unless otherwise specified, shall hold such office until the next regular municipal election, and in no event longer than thirty (30) days after the swearing-in of the next elected Board, unless removed earlier in accordance with the Section 2-3-10(c) of the Town of Fairplay Municipal Code or C.R.S. 31-4-307:

RESOLVED, APPROVED, AND ADOPTED this 20th day of April, 2026.

TOWN OF FAIRPLAY, COLORADO

Raymond Douglas, Mayor

ATTEST:

Janell Sciacca, Town Clerk

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 17
(Series of 2026)**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING JANELL SCIACCA AS TOWN CLERK AND TOWN ADMINISTRATOR.

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

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

WHEREAS, Sec. 2-3-40(b)(3) of the Fairplay Municipal Code is written that the Town Administrator shall be subject to reappointment after every regular municipal election and shall serve at the pleasure of the Board of Trustees; and

WHEREAS, the Town of Fairplay 2026 Regular Municipal Election was held April 7, 2026 and the Town is fulfilling the requirements of Sec. 2-3-10(c) by making an appointment of Town Clerk and Town Administrator as required.

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

- Section 1. Janell Sciacca shall be and is hereby appointed as Town Clerk and that, unless otherwise specified, shall hold such office until the next regular municipal election, and in no event longer than thirty (30) days after the swearing-in of the next elected Board, unless removed earlier in accordance with the Section 2-3-10(c) of the Town of Fairplay Municipal Code or C.R.S. 31-4-307: and
- Section 2. Janell Sciacca shall be and is hereby appointed as Town Administrator and that, unless otherwise specified, shall hold such office until the next regular municipal election, unless removed earlier in accordance with the Section 2-3-40(b)(3).

RESOLVED, APPROVED, AND ADOPTED this 20th day of April, 2026.

TOWN OF FAIRPLAY, COLORADO

ATTEST

Raymond Douglas, Mayor

Janell Sciacca, Town Clerk

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 18
(Series of 2026)**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING JOSEPH RIVERA OF THE LAW FIRM OF MURRAY DAHL BEERY AND RENAUD AS TOWN ATTORNEY.

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

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

WHEREAS, the Town of Fairplay 2026 Regular Municipal Election was held April 7, 2026 and the Town is fulfilling the requirements of Sec. 2-3-10(c) by making an appointment of Town Attorney as required.

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

- Section 1. Joseph Rivera of the law firm of Murray Dahl Beery and Renaud shall be and is hereby appointed as Town Attorney and that, unless otherwise specified, shall hold such office until the next regular municipal election, and in no event longer than thirty (30) days after the swearing-in of the next elected Board, unless removed earlier in accordance with the Section 2-3-10(c) of the Town of Fairplay Municipal Code or C.R.S. 31-4-307:

RESOLVED, APPROVED, AND ADOPTED this 20th day of April, 2026.

TOWN OF FAIRPLAY, COLORADO

Raymond Douglas, Mayor

ATTEST:

Janell Sciacca, Town Clerk

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 19
(Series of 2026)**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING BRIAN GREEN AS MUNICIPAL JUDGE.

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

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

WHEREAS, the Town of Fairplay 2026 Regular Municipal Election was held April 7, 2026 and the Town is fulfilling the requirements of Sec. 2-3-10(c) by making an appointment of Municipal Judge as required.

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

- Section 1. Brian Green shall be and is hereby appointed as Municipal Judge and that, unless otherwise specified, shall hold such office until the next regular municipal election, and in no event longer than thirty (30) days after the swearing-in of the next elected Board, unless removed earlier in accordance with the Section 2-3-10(c) of the Town of Fairplay Municipal Code or C.R.S. 31-4-307:

RESOLVED, APPROVED, AND ADOPTED this 20th day of April, 2026.

TOWN OF FAIRPLAY, COLORADO

Raymond Douglas, Mayor

ATTEST:

Janell Sciacca, Town Clerk



Town of Fairplay

901 Main Street • P.O. Box 267

Fairplay, Colorado 80440

(719) 836-2622

[Fairplay Colorado Website](#)

Staff Memorandum

To: Board of Trustees

From: Janell Sciacca, Town Administrator

RE: Should the Board of Trustees for the Town of Fairplay, Colorado, approve the adoption of "**RESOLUTION NO. 20, SERIES OF 2026, APPROVING AN ENGAGEMENT LETTER WITH BBA WATER CONSULTANTS, INC. FOR WATER RESOURCE CONSULTING SERVICES?**".

Date: 4/20/2026

Background/Analysis:

The Town's current Water Resource Consultant Bill Hahn has provided verbal notice of his intent to retire. Hahn has recommended the firm of BBA Water Consultants, Inc. and BBA Principal Hydrogeologist Chris Sanchez as the Town's replacement consultant. Hahn, who has served as the Town's consultant for over 2 decades, will be present to provide information and answer questions on this recommendation. BBA has provided the attached flyer for the Board's information with an overview of the firm, staff and experience and Chris Sanchez will be in attendance for questioning by the Board.

Town Staff wishes to express its sincere gratitude to Hahn for the years of expert advice, dedicated service, and meaningful friendship and extends the best of wishes to him in the next chapter of his life!

Recommendation:

Staff supports the recommendation from current water consultant Bill Hahn to approve an Engagement Letter with BBA Water Consultants, Inc. by adoption of Resolution No. 20, Series of 2026, as presented by motion, second and roll call vote.

Attachments:

1. BBA Water Flyer
2. Res. 20. BBA Engagement
3. Fairplay Proposal

**Town of Fairplay
Meeting with Board of Trustees – April 20, 2026**

BBA Water Consultants, Inc., Englewood, CO

- Englewood-based firm specializing in groundwater supply, water resource planning, ground and surface water hydrology, water rights.
- Founded in 1980, operating for 45 years.
- Extensive experience with shallow and deep ground water supply wells. Six wells successfully constructed in three separate drainage basins in 2025.
- Ground water supply investigations including well field yield analyses and modeling efforts.
- 23 technical staff – provides capacity and small enough to be agile and responsive.
- 5 actively engaged Principal owners.

Key Staff for Fairplay Project

- Chris Sanchez, Hydrogeologist - Principal
 - 31 years experience at BBA working with Colorado ground water supplies
 - Board Chair - State Board of Examiners (BOE) – Board responsible for water well rulemaking and contractor licensing and enforcement actions
- Daniel Niemela, Hydrogeologist – Principal
 - 24 years experience at BBA – extensive groundwater and water rights experience
 - Leads the BBA Salida office, approximately 1 hour from Fairplay
- Expert Ground Water Staff
 - Tim Crawford, P.G. Hydrogeologist – Senior Project Manager – 25 years experience
 - Marshall Haworth, P.H. Hydrogeologist – Project Manager – 12 years experience
 - Availability of additional staff include two Principal-level Hydrogeologists, one Project Manager, and adjunct groundwater modeler
- Skilled Support Staff
 - Fiona Swope – Hydrogeologist – 2 years experience
 - Eleanor Farney, also in BBA Salida office – Hydrologist – 4 years experience

Representative Project Experience

- Greatrock North Water and Sanitation District, Brighton, CO – water rights augmentation operations; developer water dedication planning; water supply well development and planning. BBA client for 17 years.
- Woodmoor Water and Sanitation District, Monument, CO – well design and construction oversight; well field design, modeling, and optimization, water rights augmentation plan and change of use design and operation; water rights accounting; water supply/water rights integrated master planning. BBA client for 36 years.
- Columbine Country Club, Littleton, CO – well field operations and maintenance program; construction and testing of 6 of the Club’s water supply wells. BBA client for 33 years.
- Highlands Ranch Water – water rights change of use in South Park; extensive water rights opposition; well field investigation in three aquifers. Involves MODFLOW modeling component. BBA client for 25 years.
- Various other small to medium sized municipal clients.

Why BBA?

- | | | |
|--------------------------|--------------------------------|----------------------|
| ➤ Expertise | ➤ Efficiency and effectiveness | ➤ Relationships |
| ➤ Communication | ➤ Responsiveness | ➤ Practical approach |
| ➤ Expectation management | ➤ Risk management | ➤ Reliability |

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 20
(Series of 2026)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING AN ENGAGEMENT LETTER FOR WATER RESOURCE CONSULTING SERVICES.

WHEREAS, the Town of Fairplay requires specialized professional consultant services for the oversight and management of the Town's groundwater supplies and water rights; and

WHEREAS, BBA Water Consultants, Inc. comes highly recommended by the Town's former water resource consultant William Hahn who has submitted his notice of intent to retire; and

WHEREAS, BBA Water Consultants, Inc. represents itself as having the required expertise and experience to perform the desired professional services; and

WHEREAS, the Town will pay the Consultant according to the Rate Sheet included in the Schedule of Compensation attached in the letter of engagement.

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 Engagement Letter for Water Resource Consulting Services attached hereto as "Exhibit A" and authorizes the Mayor to execute same on behalf of, and for the benefit of, the Town of Fairplay.

Section 2. The amount of payment for services under the agreement shall be as outlined in the Schedule of Compensation attached to the Engagement Letter.

Section 3. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and ADOPTED this 20th day of April, 2026.

TOWN OF FAIRPLAY, COLORADO

ATTEST:

Raymond Douglas, Mayor

Janell Sciacca, Town Clerk



EXHIBIT A

April 9, 2026

Janell Sciacca
Town of Fairplay
901 Main Street / PO Box 267
Fairplay, CO 80440

By email only: jsciacca@fairplayco.us

RE: Engagement Letter for Water Resource Consulting Services for the Town of Fairplay
(Fairplay)

Dear Janell:

It was a pleasure to meet with you at Fairplay during our recent meeting and field tour. It was extremely helpful to learn more about Fairplay's water system and water resources and water supply needs as it looks to the future. This letter functions as a letter of engagement to provide water resource consulting services to Fairplay related to its groundwater supplies and water rights.

BBA Water Consultants, Inc. (BBA) provides water resource consulting in the mountain west, primarily in Colorado. BBA has a technical staff of 20 engineers, geologists, and hydrologists based in Englewood, Colorado with a satellite office in Salida, Colorado. Our expertise is in groundwater geology, well design and testing, water rights matters, and hydrology. We regularly assist water users with the legal and physical implementation of water supplies, and the protection of those supplies. The bulk of our client work is for small to medium sized municipalities, similar to Fairplay. We have extensive experience supporting municipal water suppliers as they grow.

We understand that Fairplay currently relies on a series of wells and is seeking to utilize an existing infiltration gallery that is not currently in use because of water quality issues associated with the delivery of that water to the water treatment plant. We are also aware that Fairplay is developing long term plans to expand its water system to include water supplies developed from drainages other than Beaver Creek and that Fairplay is in communications with developers regarding new development projects that could require water service either through new inclusions or through extraterritorial agreements. The proposed scope of work is intended to support Fairplay with the

water supply wells, infiltration gallery and long term planning and related water rights issues associated with future water supplies.

The following is an initial Scope-of-Work to assist Fairplay with immediate tasks related to water supply wells and its water system.

Scope-of-Work

1. Site visit and Review of Water Rights and Technical Information We will complete a site visit and meeting with Fairplay staff to understand the water system and how it is operated. We will review the water rights decrees and well permit files to come up to speed on Fairplay's water supplies (site visit completed on March 17).
2. Well Permitting Matters Well No. 4 needs to be re-permitted as a monitoring well. We will review the history of the well construction and permitting status and work with Fairplay to file the appropriate forms and information to re-permit the well for long term use as a monitoring well. It is possible that the permitting process will require the involvement of a licensed well driller to complete a well inspection.
3. Support Related to Infiltration Gallery We are available to provide the support to the Town Engineer to address the water quality issues associated with operating the gallery well. Specific tasks associated with bringing the gallery online are not defined, but we anticipate that technical support will be needed to initiate the operation of the gallery well.

In addition to the initial scope of work defined above, we understand that our services will be needed for issues related to the following issues:

4. Well System Upgrades Well system upgrades include Fairplay would like to pursue include chlorine feeds, variable frequency drives on the wells, SCADA upgrades to allow for remote monitoring and control, water level transducer in Well No. 1
5. Rehabilitation and Maintenance of Wells We recommend establishing a routine maintenance schedule for the wells and the servicing of wells that may be in need to rehabilitation. We will determine these needs based on the status of the wells and the historical service records.
6. Watershed Protection Program We will review and confirm the adequacy of Fairplay's existing Watershed Protection Ordinance. We understand that refinements to the protection zone of the water supply wells may need to be updated to maximize the effectiveness of the protective boundary.
7. Water Rights Protections and Planning We are available to work with your water rights attorney to provide appropriate protections for Fairplay's water rights and to function as Fairplay's representative in matters related to water rights dedications, including assurances that appropriate water rights are dedicated to support future development.

BBA is very familiar with Colorado water rights matters but does not employ attorneys and does not provide legal advice. We will work with your water rights attorney to address water rights matters as they arise.

BBA Engagement

The total price for services to be provided under this agreement cannot be precisely determined at this time due to the variable nature of the work. Time spent by our engineers, hydrologists, hydrogeologists, GIS technicians, and (where applicable) other staff and reimbursement of expenses incurred in your project will be the basis for the total price. The hourly rates for our technical staff and (where applicable) other staff are set forth in the attached Standard Schedule of Compensation. The time spent and expenses incurred will be set forth on invoices that will be sent to you on a monthly basis. The total price of our services and the amount of our expenses incurred on your behalf will vary and may increase or decrease on a month-to-month basis depending on the needs and progress of your matter.

The expenses our personnel incur in direct connection with the project will be billed to you at cost plus 10 percent. We will submit invoices monthly and terms of payment are net thirty days; interest at the rate of 1½ percent per month (annual rate 18 percent) will be added to that part of the balance not paid within thirty days of the invoice date. Services are subject to be discontinued on the project if payment on an invoice is not made within 45 days of the date of that invoice unless prior arrangements have been made.

We charge for engineering and consulting services based on hourly rates for our personnel assigned to your project. These rates include our employees' hourly salaries, general and administrative overhead, and fee. Our rates are reflected in the attached Standard Schedule of Compensation. The expenses our personnel incur in direct connection with the project will be billed to you at cost. BBA submits invoices monthly for work completed through the 15th of the month and terms of payment are net thirty days; interest at the rate of 1½ percent per month (annual rate 18 percent) will be added to that part of the balance not paid within thirty days of the invoice date. Services are subject to be discontinued on the project if payment on an invoice is not made within 45 days of the date of that invoice, unless prior arrangements have been made.

We estimate the work described in items 1 and 2 can be accomplished for approximately \$6,500. As we are engaged for work associated with the other tasks described above, we will provide you with estimated budgets for the work and complete the work with your prior approval.

Meetings with you and others, will be billed at our normal hourly rates, with your advance approval. This letter of engagement is intended to authorize BBA to complete items 1 and 2 as described above. To confirm our understanding of this engagement, and authorize us to proceed, please sign this letter and return a copy to us for our files.

The terms of this proposal are offered for a period of thirty days from submittal only. To the maximum extent permitted by law, the Client agrees to limit the BBA's liability for the Client's damages to the sum of \$100,000. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Janell Sciacca
April 9, 2026
Page 4

We hope that this provides you with an indication of the consulting services that will likely be needed for your project. We look forward to assisting you with this project. If you have any questions or need additional information, please do not hesitate to call.

Very truly yours,

BBA Water Consultants, Inc.



Christopher J. Sanchez, P.G.
Principal

CJS/jeb
Enclosure
2608.00-Proposal

For: _____
Contracting Agency

By: _____
Authorized Signature Title

Date: _____



SCHEDULE OF COMPENSATION

Effective January 2026

Applicable to Services Furnished on a Per Hour Basis

<u>Classification</u>	<u>Billing Rate</u>
PROFESSIONAL STAFF	
Principal.....	\$250.00-\$300.00
Associate/Senior Project Manager	\$200.00-\$245.00
Project Manager	\$165.00-\$240.00
Senior Engineer/Hydrogeologist/Hydrologist.....	\$140.00-\$200.00
Project Engineer/Hydrogeologist/Hydrologist.....	\$120.00-\$160.00
Engineer/Hydrogeologist/Hydrologist II.....	\$110.00-\$160.00
Engineer/Hydrogeologist/Hydrologist I.....	\$85.00-\$120.00
GIS Specialist.....	\$120.00-\$160.00
TECHNICAL SUPPORT STAFF	
Intern/Technician	\$50.00-\$95.00
Word Processing/Administration.....	\$70.00-\$100.00

The above Standard Schedule of Compensation is subject to periodic revision. The schedule includes salary costs, ordinary overhead and profit. Applicable expenses for travel and subsistence, incidental out-of-pocket costs, communications, reports preparation, printing, outside services, etc., are reimbursable at invoice cost plus 10 percent. Mileage is reimbursed at the IRS Standard Mileage Rates for business miles driven.



Town of Fairplay

901 Main Street • P.O. Box 267

Fairplay, Colorado 80440

(719) 836-2622

[Fairplay Colorado Website](#)

Staff Memorandum

To: Board of Trustees

From: Scot Hunn, Town Planner

RE: Should the Board of Trustees for the Town of Fairplay, Colorado, adopt Resolution No. 21, Series of 2026, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO UPHOLDING AN ADMINISTRATIVE DENIAL OF THE STOINSKI EXEMPTION PLAT FOR NEW LOT 11A AND NEW LOT 14.**"?

Date: 4/20/2026

Background/Analysis:

Following the Board's affirmation on April 6, 2026 of the Town Administrator's denial of the Stoinski application 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", the Board instructed Staff to draft the required resolution for final disposition. Attached to this memorandum for the Board's consideration is the resolution which has been reviewed and approved by the Town Attorney.

Recommendation:

Staff is recommending adoption of Resolution No. 21, Series of 2026, as presented to affirm the Administrative Denial of the Stoinski Exemption Plat for new Lot 11A and new Lot 14.

Attachments:

1. Res. 21 - Stoinski Appeal Denial

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 21
(Series of 2026)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY,
COLORADO UPHOLDING AN ADMINISTRATIVE DENIAL OF THE STOINSKI
EXEMPTION PLAT FOR NEW LOT 11A AND NEW LOT 14.**

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 V – *Zone Districts and Map*, UDC, requires certain side and rear yard setback standards, including but not limited to the minimum distance required between a property line and a structure; and

WHEREAS, Sec. 16-20-50. - *Exemption procedures*, UDC, requires exemption plats to substantially conform in all respects to the applicable requirements of Article XVI – *Subdivision Plat Details*; and

WHEREAS, on or about April 8, 2025, the Town received an application from Pat Stoinski (“Applicant”) for an exemption plat to adjust the common property line between “New Lot 11” and “Lot 14,” Block 7, Johnson Addition (“Application”); and

WHEREAS, on or about August 7, 2025, the Town Administrator denied the Application pursuant to Sec. 16-20-50. – *Exemption procedures*, UDC, because the Application did not comply with Article V – *Zone Districts and Map* because the proposed location of the common lot line between New Lot 11 and New Lot 14 violates setback requirements; and

WHEREAS, on or about August 19, 2025, under Sec. 16-20-50, the Town received an appeal (“Appeal”) from the Applicant; and

WHEREAS, at their regular meeting of November 3, 2025, the Board held a hearing to consider the Appeal, as well as applicant testimony, staff recommendations, and public comment; and

WHEREAS, at the hearing on November 3, 2025, following a request by the Applicant during the hearing, the Board continued the appeal hearing indefinitely to allow the Applicant to proceed with a variance application; and

WHEREAS, on or about December 18, 2025, the Town received a variance application for relief from the Town’s setback regulations; and

WHEREAS, at their regular meeting of March 2, 2026, the Board held a hearing to consider the variance request (Case No. VAR-2025-001) and denied the variance application, instructing staff to draft the required resolution for final disposition; and

WHEREAS, at their regular meeting of April 6, 2026, under Sec. 16-20-50 the Board continued the review of the Appeal and, after testimony and other evidence from Town staff and the Applicant, the Board found that section 16-5-40 of the Fairplay Municipal Code requires a minimum of ten (10) feet of setback separation between lot lines and structures and the proposed new lot line between “New Lot 11A” and “New Lot 14” would violate this setback requirement because the proposed new lot line is less than ten (10) feet away from the existing stairs on the rear of the commercial building and less than ten (10) feet away from a shed structure; and

WHEREAS, based on this finding, the Board affirmed the Town’s Administrator’s August 11, 2025 denial of the 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”, 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. The Board incorporates and adopts the above recitations as the findings and orders of the Board.

Section 2. The Board affirms the Town Administrator’s denial of the Application under Sec. 16-20-50. - *Exemption procedures.*

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 . Effective Date. This Resolution shall become effective immediately upon the Board’s approval.

RESOLVED, APPROVED, and ADOPTED this 20th day of April 2026, by a vote of ___ For and ___ Against.

TOWN OF FAIRPLAY, COLORADO

Raymond Douglas, Mayor

ATTEST:

Janell Sciacca, Town Clerk



Town of Fairplay

901 Main Street • P.O. Box 267

Fairplay, Colorado 80440

(719) 836-2622

[Fairplay Colorado Website](#)

Staff Memorandum

To: Board of Trustees

From: Janell Sciacca, Town Administrator

RE: **CONTINUED FROM APRIL 6, 2026** - Should the Board of Trustees of the Town of Fairplay, sitting at the Town of Fairplay Liquor Licensing Authority, grant a new Hotel and Restaurant Liquor License for The Outpost Cafe located at 531 Front Street, Fairplay, CO 80440 as requested by The Hand Hotel, LLC. (QJ)

Date: 4/20/2026

Background/Analysis:

As the Local Licensing Authority for the Town of Fairplay, the Board of Trustees is granted authority under state statutes and the Fairplay Municipal Code to review and approve applications for Liquor Licenses. Staff is presenting an application from The Hand Hotel, LLC for a new Hotel and Restaurant license for The Outpost Cafe which will be located inside the Hand Hotel at 531 Front Street.

Catherine Ambrose, managing member of The Hand Hotel, LLC, submitted a Colorado Liquor Retail License Application to the Town of Fairplay on February 25, 2026. In Colorado, In Colorado, under state guidelines, the Local Licensing Authority may not hold its public hearing any less than 30 days from acceptance of a complete application; and no less than 10 days prior to a notice being published in a local newspaper and on the subject property.

Following acceptance of the application, the Town Clerk's Office provided for required Public Notices both in the Flume newspaper and by posting at the subject location in accordance with C.R.S § 44-3-311. Due to public notice issues, which were no fault of the applicant, Staff requested the hearing originally scheduled for April 6 to be continued to April 20 in order to meet the 10 day posting requirements. Staff again extends apologies to the applicant for the unnecessary 2-week delay.

RESULTS OF APPLICATION REVIEW

The Town Clerk's Office reviewed the application in accordance with the rules and requirements of the Colorado Revised Statutes and the Fairplay Municipal Code for issuance of new liquor license. The results of the investigation are as follows:

1. The proposed location does not violate any distance limitations as the Town has removed this restriction due to the size of the Town and the distance of many other businesses with liquor licenses that are in close proximity to the South Park High School campus.
 1. The applicant has possession of the premises via a Warranty Deed in the name of the applicant.

2. Under the Town Center Zoning at this location, Bars, Drinking Establishments and Restaurants are all permitted uses.
3. No location nor any location within 500 feet, have been denied an application for the same class of license within the past two years, on the grounds that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by existing outlets.
4. The applicant was required to submit petitions containing signatures of the adult residents of the Town, or adult owners or managers of business within the Town, to prove the needs and desires for granting of the license. 61 Signatures were submitted and the results of the signatures on the petitions are as follows: For = 61 and Against = 0. Of the signatures submitted, 23 could be confirmed as residing inside the Town or as being an Owner or Manager of a company that conducts business or is located in the Town. However, almost all signatures were from “locals” and only a handful were from visitors or non-locals. *There is no minimum or maximum number of signatures required, and it is up to the Board to determine if the signatures submitted are sufficient to prove needs and desires as required.*
5. The applicant is already in possession of a Town Business License for the Hand Hotel and no additional license is required for the addition of a liquor license.
6. The managing member has submitted to a background investigation and no negative findings have been received by either the State of Colorado or the Town, which means she is of sufficient moral character to be granted a license.
7. The results of the investigation/application review were provided to the applicant no less than 5 days prior to the Public Hearing as per C.R.S § 44-3-312.
8. All fees have been paid to both the State of Colorado and the Town of Fairplay.

Recommendation:

Staff recommends that following Public Hearing, the Board of Trustees conduct a Roll Call vote following a motion and second “To approve the application from The Hand Hotel, LLC, for a new Hotel and Restaurant Liquor License at 531 Front Street, Fairplay, CO, for the The Outpost Café based on the satisfactory results of the review of the application as outlined in the Staff Report, and the Board further directs Staff to present the Findings of Fact, Conclusions and Order to formalize the Board’s action at the next regular Board meeting.”

Attachments:

1. Retail Application and Supporting Documents
2. Petitions to the Local Licensing Authority

Section A Nonrefundable application fees*

- Application Fee for New License.....\$1,100.00
- Application Fee for New License with Concurrent Review.....\$1,200.00
- Application Fee for Transfer.....\$1,100.00

Section B Liquor License Fees*

- | | | | | |
|--|------------|--|-------|----------|
| <input type="checkbox"/> Add Optional Premises to H & R..... | \$100.00 X | | Total | |
| <input type="checkbox"/> Add Sidewalk Service Area..... | | | | \$75.00 |
| <input type="checkbox"/> Arts License (City)..... | | | | \$308.75 |
| <input type="checkbox"/> Arts License (County)..... | | | | \$308.75 |
| <input type="checkbox"/> Beer and Wine License (City)..... | | | | \$351.25 |
| <input type="checkbox"/> Beer and Wine License (County)..... | | | | \$436.25 |
| <input type="checkbox"/> Brew Pub License (City)..... | | | | \$750.00 |
| <input type="checkbox"/> Brew Pub License (County)..... | | | | \$750.00 |
| <input type="checkbox"/> Campus Liquor Complex (City)..... | | | | \$500.00 |
| <input type="checkbox"/> Campus Liquor Complex (County)..... | | | | \$500.00 |
| <input type="checkbox"/> Campus Liquor Complex (State)..... | | | | \$500.00 |
| <input type="checkbox"/> Club License (City)..... | | | | \$308.75 |
| <input type="checkbox"/> Club License (County)..... | | | | \$308.75 |
| <input type="checkbox"/> Distillery Pub License (City)..... | | | | \$750.00 |
| <input type="checkbox"/> Distillery Pub License (County)..... | | | | \$750.00 |
| <input type="checkbox"/> Entertainment Facility License (City)..... | | | | \$500.00 |
| <input type="checkbox"/> Entertainment Facility License (County)..... | | | | \$500.00 |
| <input checked="" type="checkbox"/> Hotel and Restaurant License (City)..... | | | | \$500.00 |
| <input type="checkbox"/> Hotel and Restaurant License (County)..... | | | | \$500.00 |
| <input type="checkbox"/> Hotel and Restaurant License with one optional premises (City)..... | | | | \$600.00 |
| <input type="checkbox"/> Hotel and Restaurant License with one optional premises (County)..... | | | | \$600.00 |
| <input type="checkbox"/> Liquor-Licensed Drugstore (City)..... | | | | \$227.50 |
| <input type="checkbox"/> Liquor-Licensed Drugstore (County)..... | | | | \$312.50 |
| <input type="checkbox"/> Lodging Facility License (City)..... | | | | \$500.00 |
| <input type="checkbox"/> Lodging Facility License (County)..... | | | | \$500.00 |

Section B Liquor License Fees* (Continued)

<input type="checkbox"/> Manager Registration - H & R.....	\$30.00
<input type="checkbox"/> Manager Registration - Tavern.....	\$30.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....	\$30.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex.....	\$30.00
<input type="checkbox"/> Optional Premises License (City).....	\$500.00
<input type="checkbox"/> Optional Premises License (County).....	\$500.00
<input type="checkbox"/> Racetrack License (City).....	\$500.00
<input type="checkbox"/> Racetrack License (County).....	\$500.00
<input type="checkbox"/> Resort Complex License (City).....	\$500.00
<input type="checkbox"/> Resort Complex License (County).....	\$500.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....	\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (County).....	\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....	\$160.00
<input type="checkbox"/> Retail Gaming Tavern License (City).....	\$500.00
<input type="checkbox"/> Retail Gaming Tavern License (County).....	\$500.00
<input type="checkbox"/> Retail Liquor Store License - Additional (City).....	\$227.50
<input type="checkbox"/> Retail Liquor Store License - Additional (County).....	\$312.50
<input type="checkbox"/> Retail Liquor Store (City).....	\$227.50
<input type="checkbox"/> Retail Liquor Store (County).....	\$312.50
<input type="checkbox"/> Tavern License (City).....	\$500.00
<input type="checkbox"/> Tavern License (County).....	\$500.00
<input type="checkbox"/> Vintners Restaurant License (City).....	\$750.00
<input type="checkbox"/> Vintners Restaurant License (County).....	\$750.00

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number

Liability Date

License Issued Through (Expiration Date)

Total

\$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- Applicant/Licensee identified
- State sales tax license number listed or applied for at time of application
- License type or other transaction identified
- Return originals to local authority (additional items may be required by the local licensing authority)
- All sections of the application need to be completed
- Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- No larger than 8½" X 11"
- Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- Separate diagram for each floor (if multiple levels)
- Return originals to local authority (additional items may be required by the local licensing authority)
- Kitchen - identified if Hotel and Restaurant
- Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

IV. Background information (DR 8404-I) and financial documents

- Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State
Do not complete fingerprint cards prior to submitting your application.
The Vendors are as follows:
IdentoGO
Appointment Scheduling Website: <https://uenroll.identogo.com/workflows/25YQHT>
Phone: 844-539-5539 (toll-free)
IdentoGO FAQs: <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/biometric-identification-and-records-unit-faqs>
State Liquor Code for IdentoGO: 25YQHT
Colorado Fingerprinting
Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>
Phone: 720-292-2722 833-224-2227 (toll free)
State Liquor Code for Colorado Fingerprinting: C030LIQI

- Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- List of all notes and loans (Copies to also be attached)

V. Sole proprietor/Spouse or partners in a civil union (if applicable)

- Form DR 4679 Lawful Presence Affidavit
- Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- Certificate of Incorporation
- Certificate of Good Standing
- Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- Partnership Agreement (general or limited).
- Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- Copy of articles of organization
- Certificate of Good Standing
- Copy of Operating Agreement (if applicable)
- Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- \$30.00 fee
- If owner is managing, no fee required

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?..... Yes No

2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):

a. Been denied an alcohol beverage license?..... Yes No

b. Had an alcohol beverage license suspended or revoked?..... Yes No

c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... Yes No

If you answered yes to a, b or c above, explain in detail on a separate sheet.

3. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years?..... Yes No

If "yes", explain in detail.

4. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?..... Yes No

or

Waiver by local ordinance? Yes No

Other

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... Yes No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... Yes No

For additional Retail Liquor Store only.

a. Was your Retail Liquor Store License issued on or before January 1, 2016?.... Yes No

b. Are you a Colorado resident?..... Yes No

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee..... Yes No

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership, lease or other arrangement?**..... Yes No

Ownership Lease Other (Explain in detail)

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9..... Yes No

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name		First Name	
<input type="text"/>		<input type="text"/>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Last Name		First Name	
<input type="text"/>		<input type="text"/>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Last Name		First Name	
<input type="text"/>		<input type="text"/>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?..... Yes No

Number of additional Optional Premise areas requested. (See license fee chart)

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's L L D S premise?..... Yes No

If "yes" a copy of license must be attached.

12. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?..... Yes No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?..... Yes No

c. How long has the club been incorporated?.....

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?..... Yes No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)..... Yes No

14. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?..... Yes No

b. Is the applicant a person who contracts with the institution of higher education to provide food services?..... Yes No

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

15. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
<input type="text"/>	<input type="text"/>

16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number..... Yes No

Name	
<input type="text"/>	
Type of License	Account Number
<input type="text"/>	<input type="text"/>

17. Related Facility - Campus Liquor Complex applicants answer the following:

a. Is the related facility located within the boundaries of the Campus Liquor Complex?..... Yes No

If yes, please provide a map of the geographical location within the Campus Liquor Complex.
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager

First Name of Manager

18. Entertainment Facility License

If Applicant is applying for an Entertainment Facility License, you affirm that your business model and aligns with the statutory privileges and requirements:..... Yes No

Pursuant to 44-3-103(15.5) C.R.S., an Entertainment Facility means an establishment in which the primary business is to provide the public with sports or entertainment activities within its licensed premises; and that, incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

If Applicant is applying for a Lodging Facility License, you affirm that your business model and aligns with the statutory privileges and requirements:..... Yes No

Pursuant to 44-3-103(29) C.R.S., a Lodging Facility means an establishment in which the primary business is to provide the public with sleeping rooms and meeting facilities; and that sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

19. Tax Information.

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... Yes No

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... Yes No

If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. All persons **listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Date of Birth (MM/DD/YY)
Catherine Seiwert	11/24/1980

Street Address
14761 Basalt Lane

City	State	ZIP Code	Position	% Owned
Salida	CO	81201	Owner	100

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

I would like to apply for a Two-Year Renewal..... Yes No

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

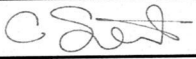
Printed Name

Catherine Seiwert

Title

Owner

Authorized Signature



Date (MM/DD/YY)

Feb 25, 2026

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority

Feb 25, 2024

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

4/6/2024

For Transfer Applications Only - Is the license being transferred valid?..... Yes No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

Fingerprinted

Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

Date of inspection or anticipated date

Will conduct inspection upon approval of state licensing authority

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?..... Yes No

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?..... Yes No

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?..... Yes No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Report and Approval of Local Licensing Authority (Continued)

Local Licensing Authority approves the Temporary Permit..... Yes No

Approval Date of the Temporary Permit

Expiration Date of the Temporary Permit

N/A

*If the temporary permit expires or an extension is required, the state liquor licensing authority should be notified of the status of the temporary permit.

**If the temporary permit information is not filled out for the transfer of ownership, the Transfer Application will not be accepted and processed.

Local Licensing Authority Approves this license for a two-year renewal..... Yes No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

Local Licensing Authority for

Telephone Number

Town, City

County

Printed Name

Title

Signature

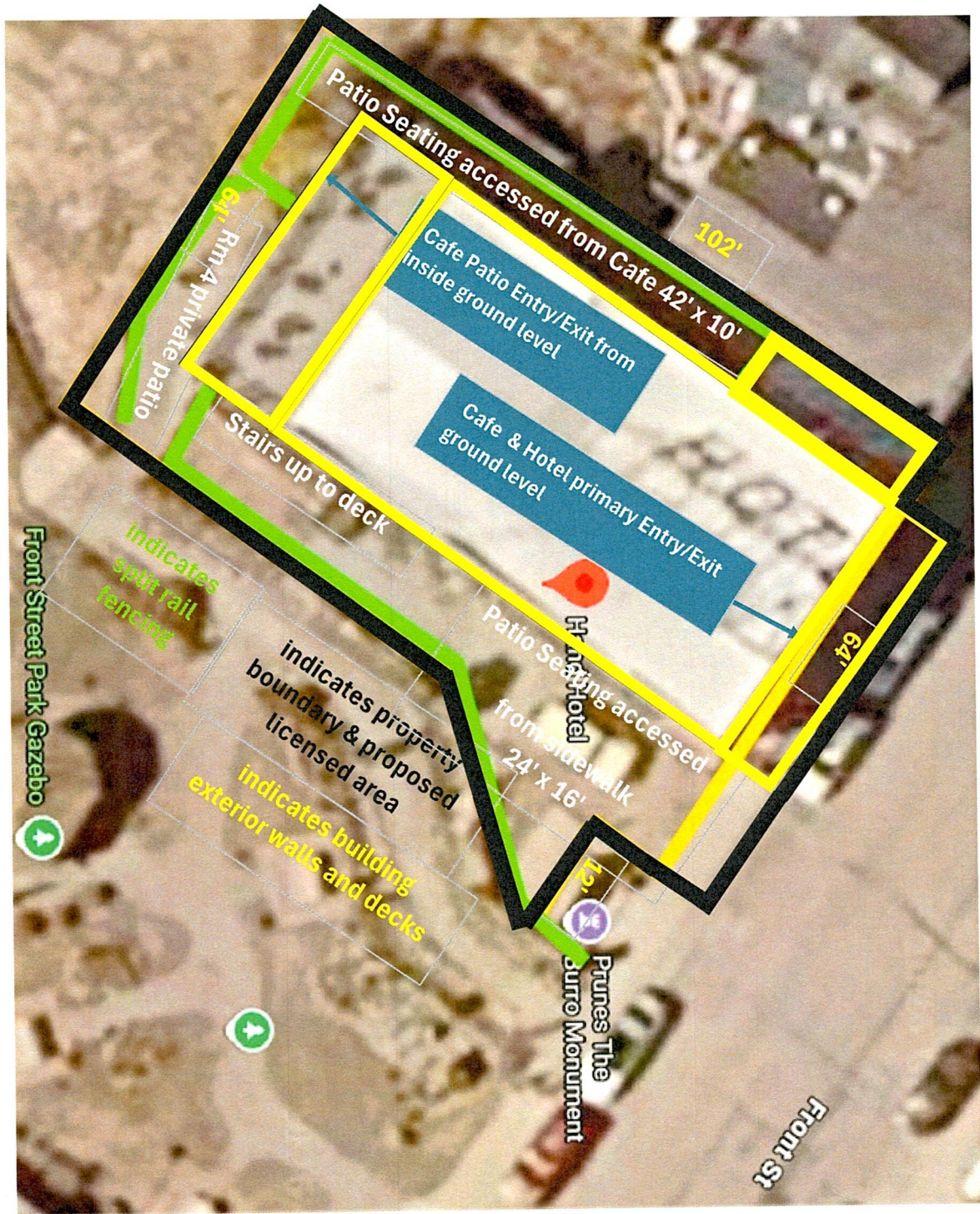
Date (MM/DD/YY)

Printed Name

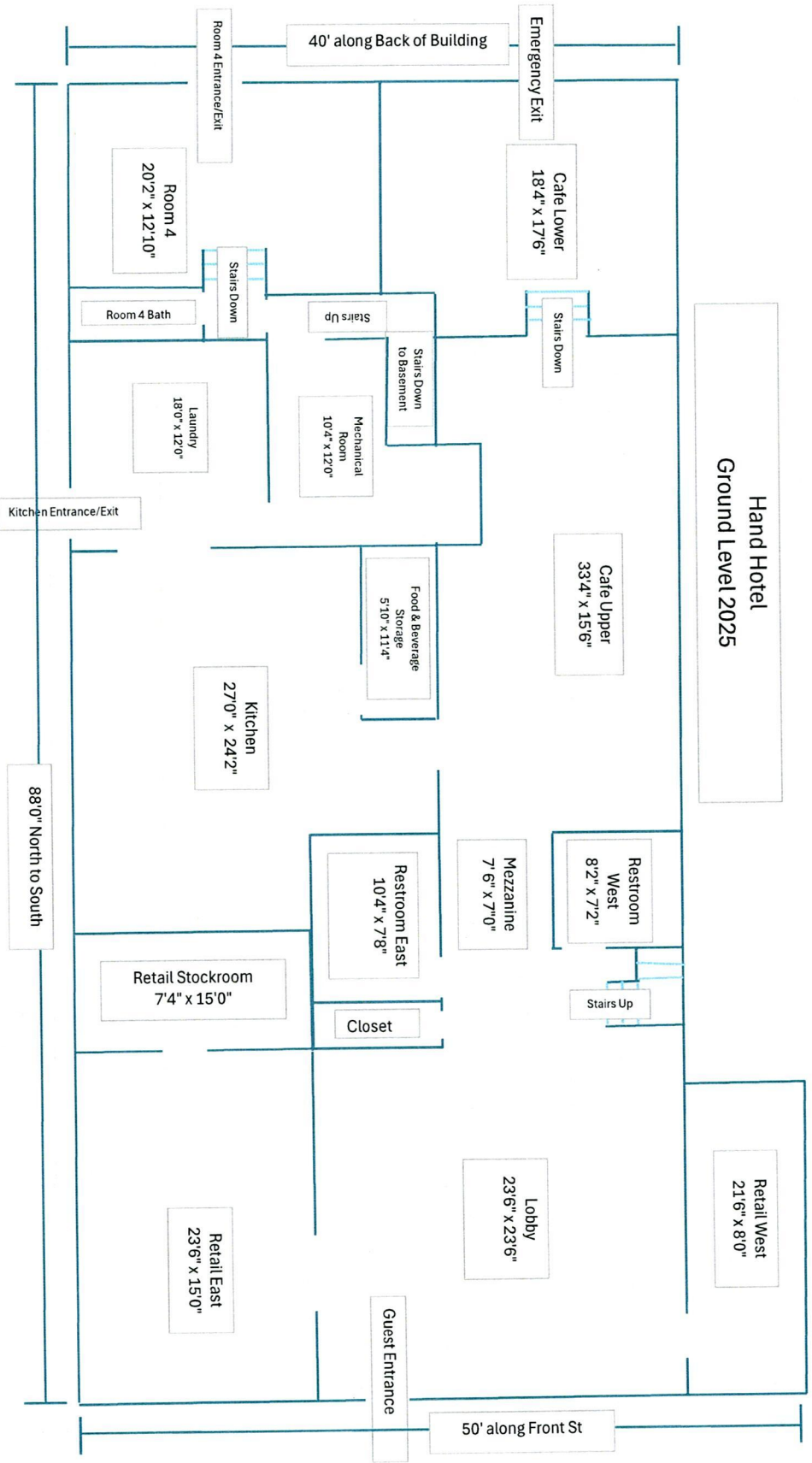
Title

Signature

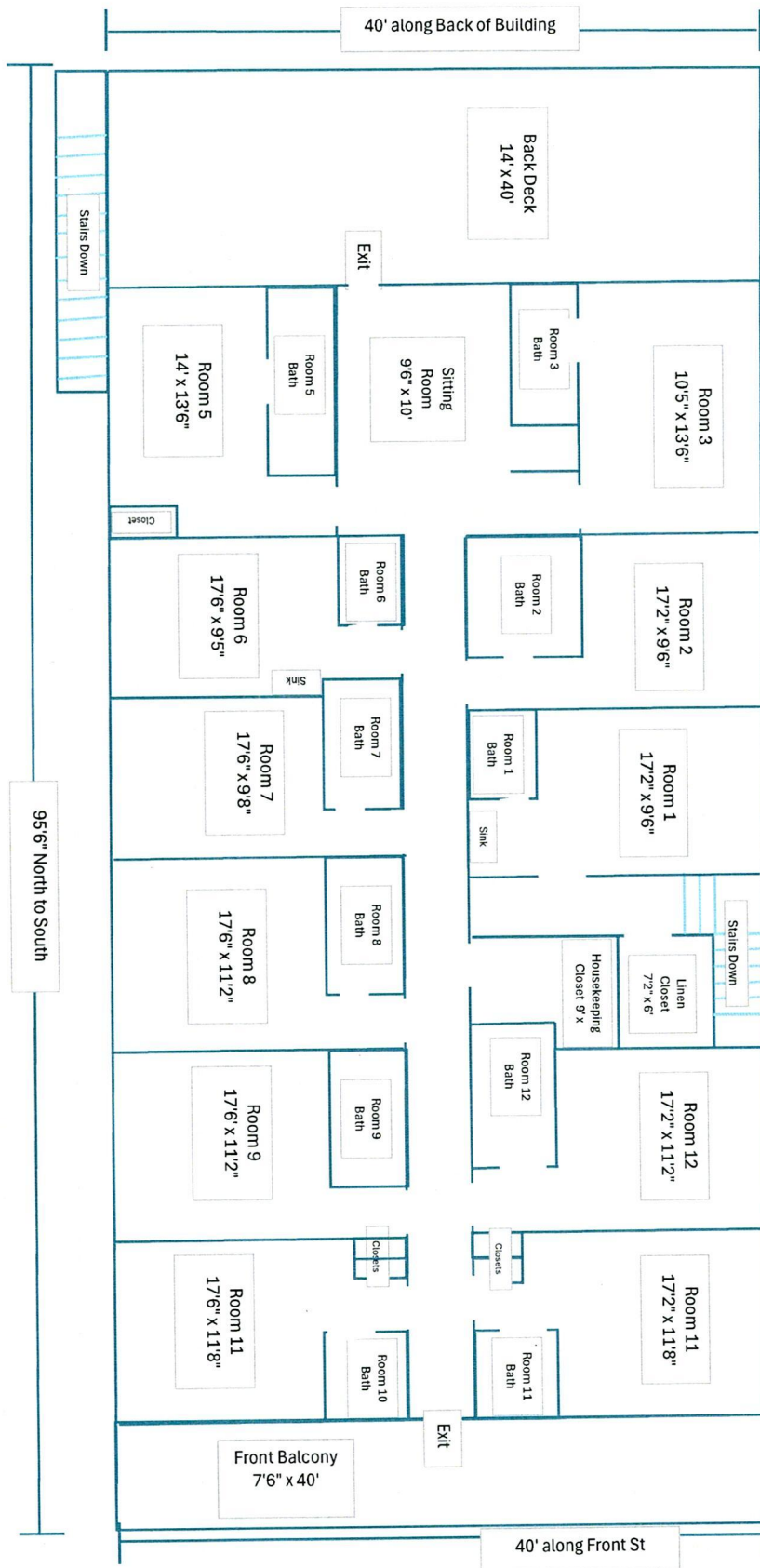
Date (MM/DD/YY)



Hand Hotel
Ground Level 2025



Hand Hotel
2nd Level 2025





Order No.: 361-F01945-23

FNTC

Doc Fee: \$77.50

GENERAL WARRANTY DEED

THIS DEED, Made this 4th day of April, 2023, between

Dale W. Fitting and Katherine M. Fitting,

grantor, and

Hand Hotel LLC, a Colorado limited liability company

whose legal address is PO Box 812, Fairplay, CO 80440,

grantees:

WITNESS, That the grantor, for and in consideration of the sum of **Seven Hundred Seventy-Five Thousand And No/100 Dollars (\$775,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Park, State of COLORADO, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

also known by street and number as 531 Front Street, Fairplay, CO 80440-5001

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for themselves, their heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

GENERAL WARRANTY DEED

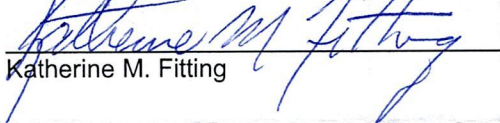
(continued)

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

GRANTOR:



Dale W. Fitting




Katherine M. Fitting

STATE OF COLORADO

COUNTY OF PARK

The foregoing instrument was acknowledged before me this 4th day of April, 2023, by Dale W. Fitting and Katherine M. Fitting.



Notary Public

My Commission Expires: 3/28/26

(SEAL)

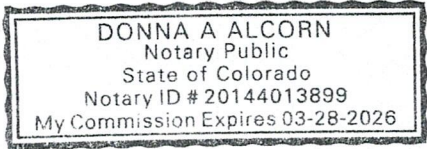


EXHIBIT "A"
Legal Description

New Lot 8, Block B, of Fairplay Beach Staircase Minor Subdivision as described in Plat recorded September 28, 2011 at Reception No. 683172, Formerly known as Lot 8, Block B, South Side of Front Street, Town of Fairplay, Except that portion thereof dedicated for alley purposes by instrument recorded May 17, 1954 in Book 146 at Page 324. County of Park, State of Colorado.



Summary

For this Record...

Filing history and documents
Get a certificate of good standing
File a form

Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home

Business Information
Business Search

FAQs, Glossary and Information

Details			
Name	The Hand Hotel, LLC		
Status	Good Standing	Formation date	03/20/2023
ID number	20231226484	Form	Limited Liability Company
Periodic report month	February	Jurisdiction	Colorado
Principal office street address	531 Front St, Fairplay, CO 80440, US		
Principal office mailing address	PO Box 1059, Fairplay, CO 80440, US		

Registered Agent	
Name	CATHERINE ADELE SEIWERT
Street address	55 Fuller Drive, Unit B, Fairplay, CO 80440, US
Mailing address	PO Box 812, Fairplay, CO 80440, US

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[Back](#)

Colorado LLC Articles of Organization

Article I, Name. The name of the company is The Hand Hotel, LLC.

Article II, Duration. The term of duration for the company shall be Perpetual.

Article III, Purpose. The purpose for which this company is organized is to conduct any lawful business pursuant to state statute 7-80-204, C.R.S. & 7-90-301, C.R.S., including but not limited to:

The purpose of the Limited Liability Company is to engage in any lawful hospitality activity for which a

Limited Liability Company may be organized in this state.

Article IV, Registered Agent. The name and address of the company's initial registered agent is Catherine Seiwert, PO Box 812, Fairplay, CO 80440.

The company maintains in its records the statement of acceptance by the registered agent.

Article V, Principal Office and Mailing Address. The principal office of the company is located at 531 Front Street, Fairplay, CO 80440

with the mailing address of the company being PO Box 1059, Fairplay, CO 80440.

Article VI, Members. The names and addresses of members are as follows:

Catherine Seiwert, PO Box 812, Fairplay CO, 80440 _____

Article VII, Management. The name(s) and address(es) of the individual(s) responsible for the day-to-day operations of the company are as follows:

Catherine Seiwert PO Box 812, Fairplay, CO 80440

Article VIII, Capital Contributions. The total amount of cash contributed to the company is \$_____.

Description and agreed value of property contributed to company:

_____ Property	_____ Value
_____ Property	_____ Value
_____ Property	_____ Value
_____ Property	_____ Value
_____ Property	_____ Value

Article IX, Additional Contributions. The total of additional contributions agreed to be made by all members and the times at which or the events upon the happening of which they will be made are as follows:

_____ Contribution	_____ Member Name	_____ Due Date
_____ Contribution	_____ Member Name	_____ Due Date
_____ Contribution	_____ Member Name	_____ Due Date
_____ Contribution	_____ Member Name	_____ Due Date
_____ Contribution	_____ Member Name	_____ Due Date

Article X, Liability. The members of the company are not personally liable for the acts or debts of the company.

Article XI, Other Provisions. Additional provisions the members elect to set out in these Articles are as follows:

I, Catherine Seiwert, acting as the Organizer for this company, execute these LLC Articles of Organization dated 03/01/2023.

Signature of Organizer

OPERATING AGREEMENT
of
The Hand Hotel

This Operating Agreement (the "Agreement") made and entered into this 1st day of April, 2023 (the "Execution Date"),

BY:

Catherine Seiwert of PO Box 812, Fairplay, CO 80440

(the "Member").

BACKGROUND:

- A. The Member wishes to be the sole member of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Member within the limited liability company.

IN CONSIDERATION OF and as a condition of the Member entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Member agrees as follows:

Formation

- 1. By this Agreement, the Member forms a Limited Liability Company (the "Company") in accordance with the laws of the State of Colorado. The rights and obligations of the Member will be as stated in the Colorado Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

- 2. The name of the Company will be The Hand Hotel.

Sole Member

- 3. While the Company consists only of one Member, any reference in this Agreement to two or more Members and that requires the majority consent or unanimous consent of Members, or that requires a certain percentage vote of Members, should be interpreted as only requiring the consent or vote of the sole Member.

Purpose

- 4. The purpose of this company is to offer hospitality services.

Term

- 5. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

- 6. The Principal Office of the Company will be located at 531 Front Street, Fairplay, CO 80440 or such other place as the Member may from time to time designate.

Capital Contributions

- 7. The following table shows the Initial Contributions of the Member. The Member agrees to make the Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Catherine Seiwert		\$0.00

Allocation of Profits/Losses

- 8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the sole Member:

Catherine Seiwert of PO Box 812, Fairplay, CO 80440.

9. Where the Company consists of two or more Members, no Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

11. Where the Company consists of two or more Members, no Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, and where the Company consists of two or more Members, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of this Company is vested in the Member.

Authority to Bind Company

18. Any Member has the authority to bind the Company in contract.

Duty of Loyalty

19. While a person is a Member of the Company, that person will not carry on, or participate in, a similar business to the business of the Company within any market regions that were established or contemplated by the Company before or during that person's tenure as Member.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

21. Where the Company consists of two or more Members, a meeting may be called by any Member providing that reasonable notice has been given to the other Members.
22. Regular meetings of the Members will be held only as required.

Voting

23. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

24. No new Members may be admitted into the Company.

Voluntary Withdrawal of a Member

25. A Member may not withdraw from the Company without the unanimous consent of the remaining Members. Any such unauthorized withdrawal will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings.
26. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
27. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

28. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
29. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

30. Where the Company consists of two or more Members, in the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member.
31. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
32. Any remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
33. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
34. Where any remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

35. Where the Company consists of two or more Members, in the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest.

Assignment of Interest

36. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

37. Where the Company consists of two or more Members, a Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.
38. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members.
39. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

40. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
41. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then

- c. to the Member.

Records

- 42. The Company will at all times maintain accurate records of the following:
 - a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
 - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
- 43. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

- 44. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

45. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Member. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

46. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

47. This Company is intended to be treated as a disregarded entity, for the purposes of Federal and State Income Tax.

Annual Report

48. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
- a. A copy of the Company's federal income tax returns for that fiscal year.

Goodwill

49. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

50. The Members submit to the jurisdiction of the courts of the State of Colorado for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

51. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

52. No Member may do any act in contravention of this Agreement.
53. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
54. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
55. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
56. No Member may confess a judgment against the Company.
57. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

58. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

59. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

60. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

61. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

62. The following actions will require the unanimous consent of all Members:
- a. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.
 - b. Releasing any Company claim except for payment in full.

Amendment of this Agreement

63. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

64. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

65. Time is of the essence in this Agreement.
66. This Agreement may be executed in counterparts.
67. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
68. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
69. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.
70. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
71. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
72. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

73. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
 - c. "Distributions" means a payment of Company profits to the Members.
 - d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
 - e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
 - f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
 - g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
 - h. "Principal Office" means the office whether inside or outside the State of Colorado where the executive or management of the Company maintain their primary office.
 - i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Member has duly affixed their signature under hand and seal on this 1st day of April, 2023.

Catherine Seiwert (Member)

PETITION TO THE LOCAL LICENSING AUTHORITY OF THE TOWN OF FAIRPLAY, COLORADO

Instructions/Qualifications
 1. Signers must be at least 21 years of age AND:
 • a resident of the defined neighborhood
 OR
 • Must be Owner or Manager of business located within the corporate limits of the Town of Fairplay, CO
 2. Must sign and include address and other information in the presence of the petition circulator and may only sign the petition once.

* If you favor and support this application for a:

it is because you feel:
 the reasonable requirements of the adult inhabitants of the defined neighborhood are NOT now being adequately served by existing businesses that hold the same or similar type of liquor license in the defined neighborhood, AND it is your desire this license be issued.

**If you oppose and do not support this application for a:

please write your reason why you oppose this license application.

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 47, Title 12 C.R.S. and per the Local Licensing Authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: the Town Clerk's Office at (719) 836-2622.

Application/DBA Name: The Old Post Cafe
 General Site Location: 531 Front St Fairplay, CO 80440
 Type of License applied: liquor license
 Public Hearing Date before the Board of Trustees: 4/6 → 4/30
 Defined Neighborhood: **CORPORATE LIMITS OF TOWN OF FAIRPLAY, CO**

Sig#	Instructions: Please SIGN your name on line A, and print your name on line B. Provide residential or business address on Line C.	BO-Bsns Ownr BM-Bsns Mngr R-Resident	Age	Today's Date	* Favor of App	**Oppose App	Reason:
1	<u>Heather Knox</u> Heather Knox 55 Fuller Dr Apt B/F 80440	R	53	3/21	✓		
2	<u>Scott S Bourn</u> SCOTT S BOURN 9195 GARTKA GROVE RD	R	71	3/21	✓		
3	<u>Michael B. Lapp</u> Michael B. Lapp 611 Main St	R	58	3/22	✓		
4	<u>Lisa DeAnn Lapp</u> Lisa DeAnn Lapp 611 Main St	R	63	3/23	✓		
5	<u>Stephanie Regrut</u> 255 Highway 285 Fairplay, CO 80440	R	39	3/23	✓		
6	<u>Maxime Seehater</u> 55 Fuller Pr. Unit A 80440	R	31	3/23	✓		
7	<u>Connor Drendel</u> 55 Fuller Pr. Unit A 80440	R	30	3/23	✓		
8	<u>Nicole McChesney</u> 549 Front St Fairplay CO 80440	BO	40	3/24	✓		

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Application/DBA Name: *Outpost Cafe*
 General Site Location: *531 Front Street*
 Type of License applied: *N+R*
 Public Hearing Date before the Board of Trustees: *4/6 → 4/30*
 Defined Neighborhood: **CORPORATE LIMITS OF TOWN OF FAIRPLAY, CO**

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1	<i>Carmen J. Johnson</i> CARMEN J. JOHNSON C	<i>BO</i>	<i>74</i>	<i>3/26</i>	<i>YES</i>		
2	<i>Julie Erand</i> Julie Erand 1106 Blueskyn Ct.	<i>R</i>	<i>72</i>	<i>3/26</i>	<i>YES</i>		
3	<i>Bonnie Edmondson</i> Bonnie Edmondson	<i>R</i>	<i>81</i>	<i>3/20</i>	<i>Yes</i>		
4	<i>Lisa Ferguson</i>		<i>60</i>	<i>3/26</i>	<i>yes</i>		
5	<i>Abigail Ferguson</i>	<i>R</i>	<i>37</i>	<i>3/26</i>	<i>yes!</i>		
6	<i>James Aud</i> <i>James Aud</i> 550 Castilla Ave Fairplay	<i>R</i>	<i>37</i>	<i>3/26</i>	<i>yes!</i>		
7	<i>Sarah Adamczyk</i> <i>Sarah Adamczyk</i> 924 N Main St Alma	<i>R</i>	<i>35</i>	<i>3/28</i>	<i>yes</i>		
8	<i>Mathew Maule</i> <i>Mathew Maule</i> 124 N. Main St Alma	<i>R</i>	<i>42</i>	<i>3/28</i>	<i>yes</i>		

PETITION TO THE LOCAL LICENSING AUTHORITY OF THE TOWN OF FAIRPLAY, COLORADO

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Application/DBA Name: *Outpost Cafe*
 General Site Location: *531 Front St*
 Type of License applied: *H+R*
 Public Hearing Date before the Board of Trustees: *4/6 → 4/20*
 Defined Neighborhood: **CORPORATE LIMITS OF TOWN OF FAIRPLAY, CO**

Sig#	Instructions: Please SIGN your name on line A, and print your name on line B. Provide residential or business address on Line C.	BO-Bsns Ownr BM-Bsns Mngr R-Resident	Age	Today's Date	* Favor of App	**Oppose App	Reason:
1	<i>AMANDA SAUDIN 610 FRONT ST</i>	<i>R</i>	<i>56</i>		<i>X</i>		<i>♥ HAND HOTEL ♥</i>
2	<i>Anastasia Zangari 330 2nd St</i>	<i>R</i>	<i>31</i>		<i>X</i>		
3	<i>Campbell Stokes 516 Boyer St</i>	<i>R</i>	<i>31</i>		<i>X</i>		
4	<i>David Nelson 1190 Meadow Dr Springer</i>	<i>BM</i>	<i>48</i>	<i>3/30/20</i>	<i>X</i>		
5	<i>MICHAEL L. ZIMM 2855 BUSUI RD</i>	<i>R</i>	<i>46</i>	<i>3/31/26</i>	<i>X</i>		
6	<i>Marlene Eshe 1011 COUNTY Rd 846 Jefferson</i>	<i>R</i>	<i>64</i>	<i>3/31</i>	<i>Yes</i>		
7	<i>Louise Mark 28 Teton DR GOMO 80432</i>	<i>R</i>	<i>83</i>	<i>3/31</i>	<i>Yes</i>		
8	<i>HOLLY GASKINS 490 US HWY 285 FAIRPLAY CO 80440</i>	<i>BM</i>	<i>55</i>	<i>3/31</i>	<i>X</i>		<i>WOULD LOVE TO COME FOR !! COCKTAILS !!</i>

PETITION TO THE LOCAL LICENSING AUTHORITY OF THE TOWN OF FAIRPLAY, COLORADO

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Application/DBA Name: Outpost Cafe
 General Site Location: 531 Front St
 Type of License applied: H&R
 Public Hearing Date before the Board of Trustees: 4/6 → 4/20
 Defined Neighborhood: **CORPORATE LIMITS OF TOWN OF FAIRPLAY, CO**

Sig#	Instructions: Please SIGN your name on line A, and print your name on line B. Provide residential or business address on Line C.	BO-Bsns Ownr BM-Bsns Mngr R-Resident	Age	Today's Date	* Favor of App	**Oppose App	Reason:
1	<u>April Dawn Knudsen</u> 239 Placer 2 Dir Alma 80420	R	40	3/31/26	X		good for all.
2	<u>Kirsten DiGiovanni</u> 217 Sunshine loop 80440	R	32	4/2/26	X		good Idea
3	<u>Jacob R Connell</u> 15 star Gazing cr.	R	37	4/2/26	X		Favorable for community economic dev.
4	<u>Leah Dow</u> 21980 Hwy 285 Fairplay 80440	R	38	4/2/26	X		good business for the community
5	<u>Apollo Brewer</u> 21980 Hwy 285 Fairplay 80440	R	34	4-2-26	X		Local Business support
6	<u>CHRIS FULTON</u> 220 GO4D TRAIL CIRLE FAIRPLAY, CO 80440	R	52	10-45	X		SUPPORT LOCAL BUSINESS.
7	<u>Britany Root</u> 197 Peterson Dr Alma CO 80420	R	44	10-45	X		Good for Biz
8	<u>Emma Coonan</u> 540 Castello Avenue Fairplay, CO 80440	R	29	4/2/2026	X		Mimosaaaaas

PETITION TO THE LOCAL LICENSING AUTHORITY OF THE TOWN OF FAIRPLAY, COLORADO

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 General Site Location: 531 Front St
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 Public Hearing Date before the Board of Trustees: 4/6 → 4/20
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1	<u>Gandine Liadakis</u> <u>Gandine Liadakis</u> <u>4550 Rogers Drive Fairplay CO 80449</u>		<u>55</u>	<u>4/21</u> <u>24</u>	✓		<u>great place for cocktails, we need more meeting places.</u>
2	<u>Shirley White</u> <u>415 4th St</u> <u>Fairplay, CO</u>		<u>over 21</u>	<u>4/2</u>	✓		<u>a great addition to a wonderful place</u>
3	<u>Lindsay Breece</u> <u>200 Castello Ave</u> <u>Fairplay, CO 80440</u>	<u>R</u>	<u>46</u>	<u>4/2/26</u>	✓		<u>this will be the perfect addition to a fantastic menu!</u>
4	<u>CORRY ARMSTRONG</u> <u>200 CASTELLO AVE</u> <u>FAIRPLAY CO. 80440</u>	<u>R</u>	<u>52</u>	<u>4/2/26</u>	✓		
5	<u>TARA ZUBER</u> <u>487 BUSCH RUN</u> <u>FAIRPLAY, CO 80440</u>	<u>BO</u>	<u>49</u>	<u>4/3/26</u>	✓		<u>YES PLEASE!</u>
6	<u>Alice Zuber</u> <u>487 Busch Run</u> <u>Fairplay, CO 80440</u>		<u>21</u>	<u>4/3/26</u>	✓		
7	<u>ERIKA KOWD</u> <u>537 WHITE CLOUD DR</u> <u>BRECK, CO 80424</u>		<u>62</u>	<u>4/4/26</u>	✓		<u>YES!</u>
8	<u>Brian Rogers</u> <u>2271 Redhill Road</u> <u>Fairplay, CO 80440</u>	<u>R</u>	<u>39</u>	<u>4/4/26</u>	✓		<u>Great local business that deserves support</u>

PETITION TO THE LOCAL LICENSING AUTHORITY OF THE TOWN OF FAIRPLAY, COLORADO

Instructions/Qualifications

1. Signers must be at least 21 years of age AND:

- a resident of the defined neighborhood

OR

- Must be Owner or Manager of business located within the corporate limits of the Town of Fairplay, CO

2. Must sign and include address and other information in the presence of the petition circulator and may only sign the petition once.

* If you favor and support this application for a:

it is because you feel:
the reasonable requirements of the adult inhabitants of the defined neighborhood are **NOT** now being adequately served by existing businesses that hold the same or similar type of liquor license in the defined neighborhood, AND it is your desire this license be issued.

**If you oppose and do not support this application for a:

please write your reason why you oppose this license application.

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 47, Title 12 C.R.S. and per the Local Licensing Authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: the Town Clerk's Office at (719) 836-2622.

Application/DBA Name: *Outpost Cafe*

General Site Location: *531 Front St*

Type of License applied: *H+R*

Public Hearing Date before the Board of Trustees: *4/6 → 4/20*

Defined Neighborhood: **CORPORATE LIMITS OF TOWN OF FAIRPLAY, CO**

Sig#	Instructions: Please SIGN your name on line A, and print your name on line B. Provide residential or business address on Line C.	BO-Bsns Ownr BM-Bsns Mngr R-Resident	Age	Today's Date	* Favor of App	**Oppose App	Reason:
1	<i>Justine</i> <i>2271 Redhill Rd, Fairplay</i> <i>Jeanette Uhler</i>	R	30	4/5	✓		awesome local spot that would benefit
2	<i>Jeff Jordan</i> <i>2234 Bush Run, Fairplay</i>	R, BM	38	4/10	✓		want to support local businesses that support my organization.
3	<i>Julia Jordan</i> <i>2234 Bush Run, Fairplay</i>	R	31	4/10	✓		Great spot Locals would benefit
4	<i>Greg Dumas</i> <i>909 W. Main Street, Fairplay</i>	R	45	4/10	✓		MORE FOOD + DRINK OPTIONS!
5	<i>Kyle McCarthy</i> <i>389 Peterson Dr, Alma, CO</i>	R	25	4/11	✓		Great Spot!
6	<i>Eric Martin</i> <i>92 Ski Doo Rd, Fairplay CO</i>	R	34	4/11	✓		Locals will benefit!
7	<i>Amber Burkhardt</i> <i>92 Ski Doo Rd Fairplay CO</i>	R	34	4/11	✓		We need more options in Fairplay!
8	<i>Lisa Butler</i> <i>2666 High Creek Rd Fairplay</i>	R	43	4/11	✓		Great spot for Spirito

PETITION TO THE LOCAL LICENSING AUTHORITY OF THE TOWN OF FAIRPLAY, COLORADO

Instructions/Qualifications
 1. Signers must be at least 21 years of age AND:
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 OR
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 2. Must sign and include address and other information in the presence of the petition circulator and may only sign the petition once.

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 the reasonable requirements of the adult Inhabitants of the defined neighborhood are **NOT** now being adequately served by existing businesses that hold the same or similar type of liquor license in the defined neighborhood, AND it is your desire this license be issued.
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 This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 47, Title 12 C.R.S. and per the Local Licensing Authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: the Town Clerk's Office at (719) 836-2622.

Application/DBA Name: *Outpost + Cafe*
 General Site Location: *531 Front St*
 Type of License applied: *H+R*
 Public Hearing Date before the Board of Trustees: *4/6 → 4/20*
 Defined Neighborhood: **CORPORATE LIMITS OF TOWN OF FAIRPLAY, CO**

Sig#	Instructions: Please SIGN your name on line A, and print your name on line B. Provide residential or business address on Line C.	BO-Bsns Ownr BM-Bsns Mngr R-Resident	Age	Today's Date	* Favor of App	**Oppose App	Reason:
1	<i>Tiffany Sharp</i> <i>Tiffany Sharp</i> <i>1309 Meadow Dr 80440</i>		49	4/12	✓		Fair play needs more full service thriving businesses ✓
2	James And <i>James And</i> <i>550 Castilla Ave</i>		37	4/14	✓		This place ROCKS 0
3	<i>Jessica Cardinal</i> <i>230 Pine Dr</i>		35	4-14	✓		0
4	<i>Nickol Pfeifer</i> <i>Nickol Pfeifer</i> <i>98 Pinto</i>		42	4/14	✓		Support our local businesses 0
5	<i>Ariana Jordan Sanchez</i> <i>827 Trout Creek Dr.</i>		46	4/14	✓		Support our local business ✓
6							
7							
8							



TOWN ADMINISTRATOR MONTHLY REPORT MARCH 2026

To: Mayor and Board of Trustees
From: Janell Sciacca, Town Administrator
Date: April 20, 2026
RE: Monthly Report for March 2026

HIGHLIGHTS AND UPDATES:

APRIL 7, 2026 REGULAR MUNICIPAL ELECTION

- Ballots were mailed March 16 to eligible voters. Judges took their Oaths on and began counting on April 1. By the time you read this report, the election will be over and everyone will know the official results.

DOLA LPC Grant

- The RFP for the Comprehensive Plan and Unified Development Code updates is underway. Questions were due March 27 and answers were posted on April 3. Proposals are due April 23. Staff will review them initially to determine a short list that will be interviewed by the Board of Trustees in May, with award of the RFP set for May 18. **Staff is seeking a Board volunteer to help review the initial submittals to narrow down the list of proposals that will be sent to the Board for interviews..**

NEPTUNE METER PILOT PROGRAM

- Staff is continuing to work through the CDPHE process for the Town's SRF loan application for the town-wide replacement project and well upgrades in 2026. Unfortunately, the public notices for the first hearing held on March 6 were insufficient, and before the Town can apply to the Colorado Water and Resources Power Development Authority for the loan, we will have to repost and conduct another Public Hearing in May. Staff has also become aware of a loan with the Colorado Water Conservation Board that may be able to help replace funding that the Town is not eligible for under DOLA's programs. Staff is actively pursuing this new grant opportunity.

BUDGET & AUDIT

- The budget for 2026 is being monitored and currently there is excess cash in US Bank. As was reported in February, some of the cash will be transferred back to ColoTrust to replenish reserves that were used in 2025 for the sidewalk project. The transferred amount will be conservative based on ongoing activities.
- The Audit is going much more smoothly this year with the improvements implemented in 2025 and with continued oversight and preparations provided by Plante Moran. We are on track for presentation of the Audit and Financial Statements at the May 18 meeting.
- For 2027 Staff is hoping to work with Plante Moran to review and revise the Chart of Accounts and possible eliminate redundant or unnecessary general ledger lines.
- Plante Moran has some other suggestions for improvements to the Town's Budget process so Staff will schedule them to make a presentation following presentation of the Audit next month.

UTILITIES

- March saw the first round of letters sent to delinquent customers for anyone who is 90+ days past due. Many customers did make payment and while there were no shutoffs actually made, Staff continues to review the delinquent accounts, issue delinquent notices and will be posting properties that are subject to service termination.

“WHERE HISTORY MEETS THE HIGH COUNTRY”

- Staff met with the Town’s Water Attorney, Water Engineer, Water Resource Consultant and new Water ORC on March 18. It was a great meeting and helped to provide everyone in attendance with a better understanding of the Town’s water rights and important upcoming projects.
- A sewer issue was discovered in the Gemenskap Tiny Home development in Spruce Hill. The sewer line that was installed appears to have been connected to a broken line of unknown ownership. Staff is working to determine who installed the line that is not on any of the Town’s sanitation district maps and runs under at least one of the park models in the Whispering Aspen RV and Tiny Home park.

COMMUNITY CONNECT PORTAL

- The Town’s new Caselle Community Connect Payment Portal is still in development. We are now working to implement the new portal in May or June.

COMPUTER PROGRAMS

- The Asset Management, Community Connect Payments, Community Development modules are still in development. They will most likely come online in May or June as well.
- The Agendas & Meetings Management program is in full use at this time and following seating of the new Board, the Mayor and Trustees will receive private portal access in order to review agenda packets, view supporting documents, and take private notes. The program has helped to automate the creation and publication of agenda packets saving Staff a lot of time and effort.

GRANTS

- Staff presented to the CPW Fishing in Fun Grant Board on March 11 for funding for dredging the Beach. As of the drafting of this report, there was no news on any award.
- Staff conducted 11 interviews with DOLA Best and Brightest 2-Year Fellowship Interns on Monday, March 16. Upon completion, a short list of top candidates was transmitted to DOLA and the Town scheduled follow up interviews to be held with Board representatives and other Town Staff. The Town would be lucky to have any one of the candidates as a Fellow.
- Staff is continuing to seek grant opportunities to help offset the cost of projects and services. Unfortunately, grant processes are ultra-competitive for reduced pots of available monies.
- The South Park Recreation Center has reached out to inquire about the potential of collaborating and partnering on a GOCO Grant for the Town’s old ballfields. SPRC would like the Town to consider allowing them to obtain funding to rebuild those fields and the disc golf course for outdoor recreational activities.
- Staff is beginning the process of working through the CDS beginning steps for the \$1.2M award from Senators Bennet and Hickenlooper. Staff has also been meeting with consultants trying to determine where a new build could occur, but also if the use of the remaining space in 501 Main could meet those needs and be less costly for the Town.

PROP123

- Staff met on March 25 with DOLA representatives to discuss the Town’s upcoming required commitment filing and the potential of the Town receiving “FREE” funding for implementing and expedited review process. The good news is that between the Habitat and CDOT projects, the Town should be able to meet its 2023 commitment of building 8 homes for Affordable/Workforce Housing. As a reminder, the count is based on building permits and not certificates of occupancy. Rental units qualify and the Town just has to submit a schedule of rents that meet area guidelines.

TOWN HALL STAFFING UPDATE

- As everyone is keenly aware, Sarah Ernst announced her resignation from the Town at the end of March. Her last day will be Thursday, April 30. As of the time the Board reads this, announcements for the vacancy will have been made and possibly even interviews. The goal will be to hire someone prior to her departure so that they might be able to train with her for one to two weeks.



Town of Fairplay

Police Department



To: Janell Sciacca, Town Administrator
From: Jeff Worley, Chief of Police
Date: April 11, 2026
Re: Fairplay Police Department Monthly Report – March 2026

Police Department News, Updates, and Projects

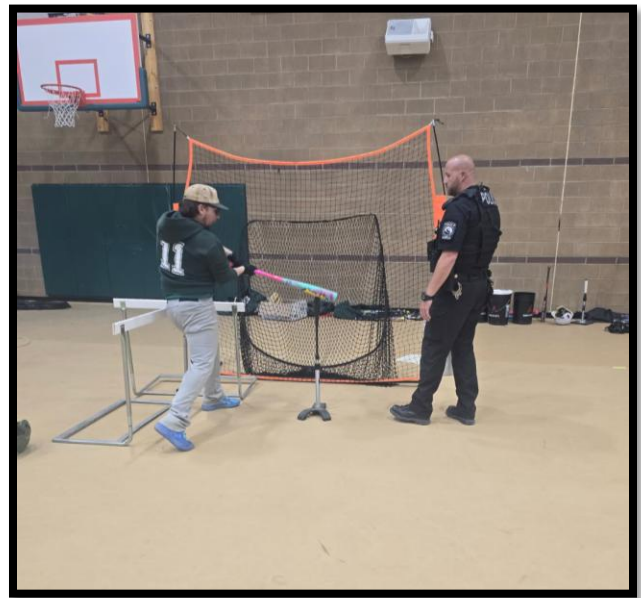
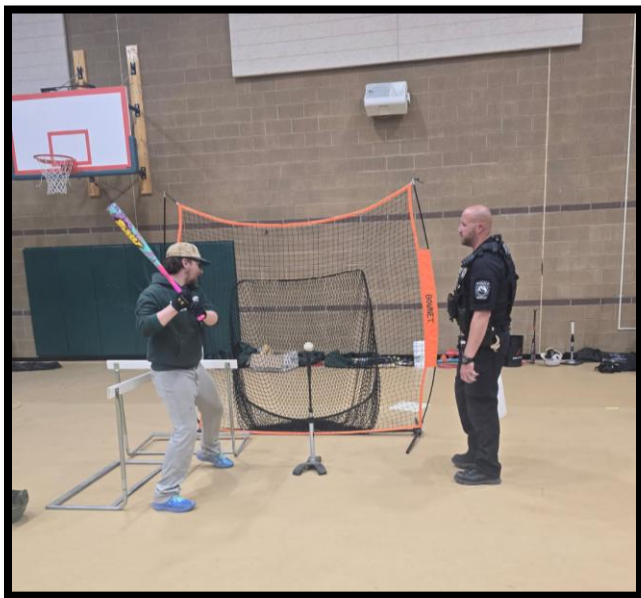
Continuing our goal of leadership development and succession planning by focusing on equipping our supervisors through quality training, Sgt Ron Martinez was nominated and subsequently accepted to the Colorado Law Enforcement Leadership Academy, a competitive program for mid-level managers across the state. The advanced training is cost-free to Fairplay Police Department upon Sgt Martinez' successful graduation from the course. Also, Sgt Barb Grover successfully finished the Front-Line Leadership Institute, a training module that all of our supervisors are required to complete.

Speaking of Sergeants Grover and Martinez, each was the center of a news piece by outside entities this month. Sgt Martinez was interviewed by Spencer Wilson, a reporter with a local CBS news affiliate, concerning the Congressionally Directed Spending grant that Fairplay Police Department was recently awarded. During the interview, he emphasized our desire to serve the people of Fairplay and Alma to the best of our ability and how this could be accomplished via a new building that includes certain safety and confidentiality features necessary to such a public service facility. He also underscored the department's community room that is designated to be used by a broad spectrum of community organizations (governmental and NGO) as well as an emergency events shelter (<https://www.cbsnews.com/amp/colorado/news/police-fairplay-office-space-grant-money-colorado/>). Police1 Magazine interviewed Sgt Grover regarding our modified "fire schedule." The article highlighted the PD's unique approach to scheduling officers and, by means of it, our prioritization of their wellness. Since the article was published, two other Colorado agencies have contacted us to make further inquiries about adopting the practice in their agencies (<https://www.police1.com/wellness-week/48-hour-shifts-guaranteed-rest-how-a-colo-pd-is-prioritizing-officer-wellness>). Both sergeants did commendable jobs representing the towns and the department in their respective interviews.

Regarding the new police facility project, earlier this month we applied for a second federal grant to further help finance our new police facility project, this time by way of a Community Project Funding (CPF). The requested amount is \$1.2 million. Shortly after applying, we received the encouraging news that Rep. Brittany Petersen had chosen to submit our project as one of her FY27 CPF requests, thus clearing the first hurdle of the federal application process.

Enacted in 2023, SB20-217 “Enhance Law Enforcement Integrity,” requires that Colorado peace officers wear and employ body-worn cameras (BWC) in many of their day-to-day contacts with citizens. FPD’s current (BWC) system, which the PD has had since 2022, has proven to be technologically problematic and the vendor less than customer friendly. As such, the department has applied for a federal Small Rural Tribal (SRT) grant to help pay for a more effective body-worn camera system. While awaiting notification, we are evaluating better and, hopefully, more economical options than we currently possess with our present BWC platform.

In community policing news, as he has done for the past two football seasons, Officer Jordan Peters is now assisting the local high school baseball team after school as an assistant coach. He has been doing this weekly since the baseball season started. Officer Peters’ weekly visits with students and staff in the school and his passion for working with them has paid remarkable dividends with the young people of our community.



Officer Peters honing hitter skills to “clear the bases”!

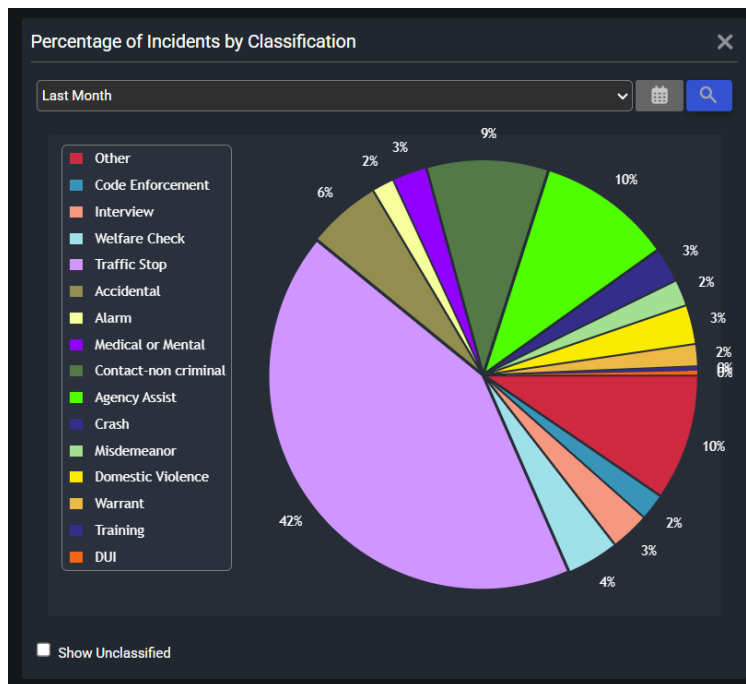
Police Activity – Statistical Data

The following are some of the pure statistical data the Department collected for the month of February 2026:

- 186 calls-for-service (CFS) in all categories that include criminal, non-criminal, and traffic-related events. This represents an average of 6 incidents per day or 161% of February’s CFS numbers.
- Of the total CFS numbers:
 - 162 events took place in Fairplay proper or nearby, e.g. agency-assists or follow-ups outside of nearby Fairplay (87% of CFS numbers)
 - Of the Fairplay calls, 17 ***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 10% of Fairplay CFS totals)
 - 24 incidents took place in Alma (13% of total CFS)
 - Three (3) of Alma’s incidents ***were related to local businesses*** (or 13% of Alma CFS totals)

- Of the CFS numbers, 82 were traffic contact-related (44% of the CFS total):
 - 68 traffic contacts in Fairplay (83% of total traffic related events OR 42% of total Fairplay CFS)
 - 14 traffic contacts in Alma (17% of total traffic related events OR 58% of total Alma CFS)
 - 17 total citations issued
 - 21% of all traffic contacts resulted in citations
- Of the 17 citations issued:
 - 17 tickets were issued in Fairplay (100% of all citations)
 - There were no violations cited in Alma (0% of all citations)
- Agency Assists – FPD assisted outside LE agencies, the majority of which were for Park County Sheriff’s Office, but also included are Colorado State Patrol and Breckenridge Police Department, at least 10 times this month:
 - Representing 5% of total CFS numbers
 - Types of significant events included DUI stops, stolen vehicle, warrant arrest, runaway juvenile recoveries, and domestic violence calls

As a summary of March’s activity, the chart below represents, by percentage of event type, the incidents 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 BWC activation rarely 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: April 20, 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:

- **Scholarships**
 - Four scholarship applications were submitted in March. Staff will be meeting with Mayor Just to review and select the recipients. Senior Night is Wednesday April 29th starting at 6pm. Mayor Elect Douglas plans to attend and present the scholarships.
- **Senior Banners**
 - 34 banners have been ordered and are in production. Staff is hoping to have them in hand and hung before the end of April.
- **Marketing**
 - The town map, events postcard and events schedule banner are complete. Quotes were requested from The Wagon Wheel, but due to printing and formatting restrictions, staff is working with Laser Graphics and Envision Signs on these marketing projects and senior banners.
- **People's Choice Award**
 - Burro Days won "Best Community Event" for the Flume's People's Choice Awards. The award will be presented at the banquet on Tuesday, April 28th.
- **Town Clean Up – June 5-7, 2026**
 - Flyers for Town Clean-Up are complete and have been posted to social media and the town website. Flyers will be distributed at the beginning of May. Residents will be charged \$6 per tire, an increase of \$1 from 2025. Speaking to the representative at Utopia, the Waste Tire Management Enterprise Grant funding should be available to events sooner in the year for 2027. Mountain View Waste is providing 6 30-yd roll offs, Tolin Mechanical will be handling freon removal, All Recycling will bring 2 roll offs for metal, and IER Electronics will be returning for recycling. The last two years, there have been a lot of leftovers from the free lunch offered on Saturday. Due to lack of participation, snacks and drinks will be offered instead. Volunteers will be needed all three days; staff will send out an email with shifts at the beginning of May.

"Where History Meets the High Country"

- **TGIFairplay Free Concert Series – June 26, 2026**

- *A Brother’s Fountain* will be performing; a band out of Ft. Collins, they consider themselves a campfire folk band. Maverick Mountain BBQ will be serving food. Staff is seeking a second food truck. High Rockies Community School has committed to providing activities during the June and August concerts, 4th of July, Fall Festival and A Real CO Christmas for the same fees as last year. Elevated Community Health, Breckenridge Animal Clinic, and the Donkey Duck Derby (South Park Food Bank) will be hosting booths that evening as well.

- **Fairplay’s Independence Day Celebration – July 4, 2026**

- For the 10th year of the Burro Buster 5k, staff has altered the course to be all on the same side of Hwy 9 and will incorporate the new River Park Trail. A rough draft is included below. Racers will utilize the sidewalk on Main Street for the end of the race but will not have to cross Hwy 9 at any point, saving PD from needing to close off the road for a period of time. Staff is waiting for a volunteer to check the course once more to confirm the distance and then the change will be announced. Race registration opened in mid-March.

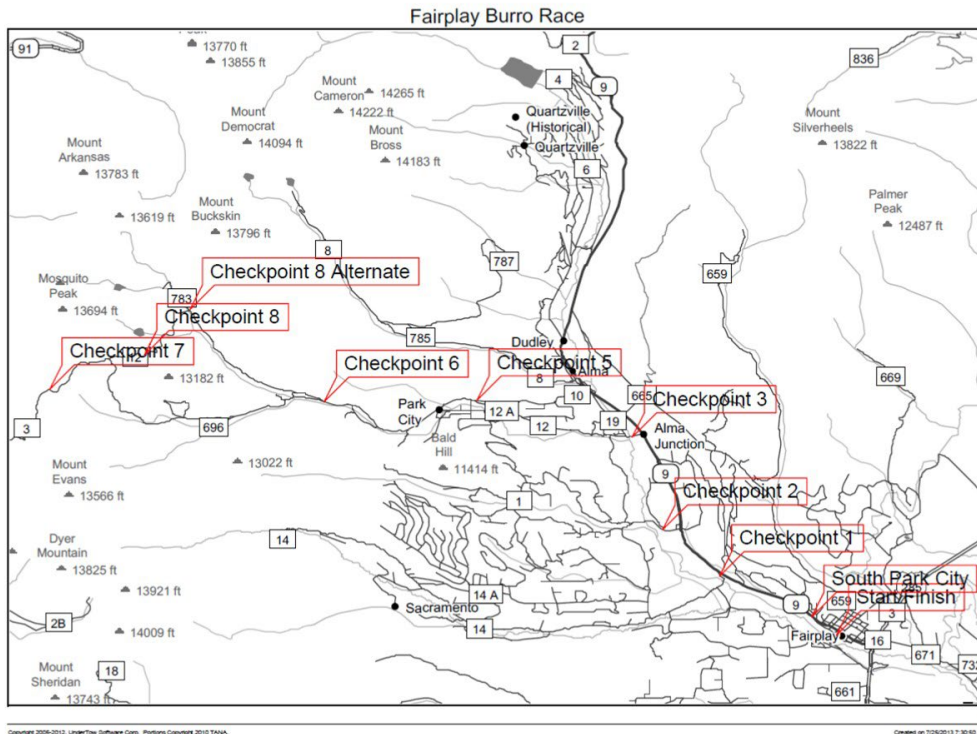


- **77th Burro Days – July 24-26, 2026**

- Staff secured a \$5,000 sponsorship with Rider Justice, an arm of the O’Sullivan Law Firm in Denver. Scott O’Sullivan and his family have been attending Burro Days for several years and were ready to start contributing.
- Staff is considering a time cut-off for the long course, discussing the time possibilities with racers and the ham radio group. Most other racers have a time cut-off and late evening returns cause safety concerns for racers, ham radio operators, staff and volunteers. Last year, 3 long-courers did not return until 11:00pm. The average is normally 7-9pm. Checkpoint 6 (12 and 696) will be

“Where History Meets the High Country”

the location at which long-courers will need to reach before the set time. If they do not make it to Checkpoint 6, they will need to turn around and run back to town or they will be responsible for organizing transportation for themselves and their burro. This will result in a DNF. Staff is looking at a cutoff time around 4-6pm, with a small grace period window. Once past Checkpoint 6 arrival times are considered, staff can make a decision. Does the Board wish to vote on this rule change after all information is gathered or would they like to leave it to staff discretion?



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”

HUNN

PLANNING & POLICY, LLC.

To: Mayor and Board of Trustees
From: Scot Hunn, Consulting Town Planner
Date: April 17, 2026
RE: Planning Department Activity Status Update – March 2026

Page | 1

General Planning Services:

- In-person Office Day and TBOT Meeting Attendance (March 23rd)
- Virtual TBOT Meeting Attendance (March 2nd & March 16th)

Pre-Application Meetings:

- CDOT Main Street Parking Lot Proposal (March 30th)

Other Applicant Meetings:

- Stone River PUD Pre-Application & Work Session (March 23rd)

Active Land Use Applications and Interagency Referrals:

- Active Land Use Applications:
 - Stoinski Exemption Plat Appeal – Administrative Denial Upheld; resolution prepared for Board.
- Other:
 - None
- Interagency Referrals:
 - None

Special Projects:

- Community Plan and UDC Update Project RFP:
 - Proposals due to Town by April 23rd.



STATUS UPDATE

TO: Janell Sciacca, Town Administrator
FROM: Deron Dirksen, PE
DATE: March 2026 Summary (2/15/2026 – 3/14/2026)
RE: Engineering Services Status Report – Miscellaneous Projects

2018-499.029 – Impact Fee

Status/Recent Progress

- Additional information from Park County Assessor

Upcoming Activities

- Additional information from Alex.
- Finalize all reports.

2018-499.048 – 715 Main Street - Pharmacy

Status/Recent Progress

- Review submittal.
- Phone call with Charlie Schultz.

Upcoming Activities

- Support town as needed.

2018-499.052 – Town POTW / CDOT

Status/Recent Progress

- Meetings with CDOT.
- Internal meetings.
- Researching Town's Wastewater Rules and Regulations, Discharge Permit, and other municipalities/districts.

Upcoming Activities

- Draft MOU
- CDOT to provide drawings.

Project Status Worksheet

Town of Fairplay



SGM No. 2018-499

ACTIVE WORK ORDERS		BUDGET AMOUNT	CURRENT BILLING	BILLED JTD	% JTD	BUDGET BALANCE
ENGINEERING TASK ORDERS						
0.001	GIS	\$ -	\$ -		-	\$ -
0.007	Habitat for Humanity	\$ -	\$ -		-	\$ -
0.011	General Engineering	\$ -	\$ -		-	\$ -
0.013	Stone River	\$ -	\$ -		-	\$ -
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	\$ 688.50	\$ 57,080.54	97%	\$ 1,466.46
0.032	Public Works Manual Update		\$ -			
0.033	Sewer Design Criteria Update		\$ -			
0.035	1171 Bullet Road	\$ -	\$ -	\$ 17,183.75		
0.036	Bar S Ranch	\$ -	\$ -			
0.039	River Park Trail		\$ -	\$ 130,440.00	-	
0.040	Melo Subdivision	\$ -	\$ -	\$ 3,913.50	-	
0.041	Fitting Subdivision	\$ -	\$ -	\$ 1,816.00	-	
0.042	Steinermiller	\$ -	\$ -	\$ 9,981.50	-	
0.043	SH9_US285 Floodplain	\$ 3,000.00	\$ -	\$ 2,040.00	68%	\$ 960.00
0.044	Beck	\$ -	\$ -	\$ 3,964.00	-	
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	\$ -	\$ 1,125.00	\$ 3,417.50	-	
0.049	240 Beaver Lane	\$ -	\$ -	\$ 2,562.40	-	
0.050	Marval	\$ -	\$ -	\$ 4,572.00	-	
0.051	540 Front Street	\$ -	\$ -	\$ 545.00	-	
0.052	POTW CDOT	\$ -	\$ 1,580.50	\$ 3,706.00	-	
0.053	Stoinski	\$ -	\$ -	\$ 2,620.00	-	
0.054	South Park Food Bank	\$ -	\$ -	\$ -	-	
0.055	Utility Engineering Services	\$ -	\$ -			
0.057	Hathaway Street Survey	\$ 3,400.00	\$ -	\$ 3,400.00	100%	\$ -
0.058	Gemenskap		\$ -			
0.062	Riverside RV Park		\$ -			
TOTALS		\$ 121,611.00	\$ 3,394.00	\$317,722.70		\$ 6,525.45

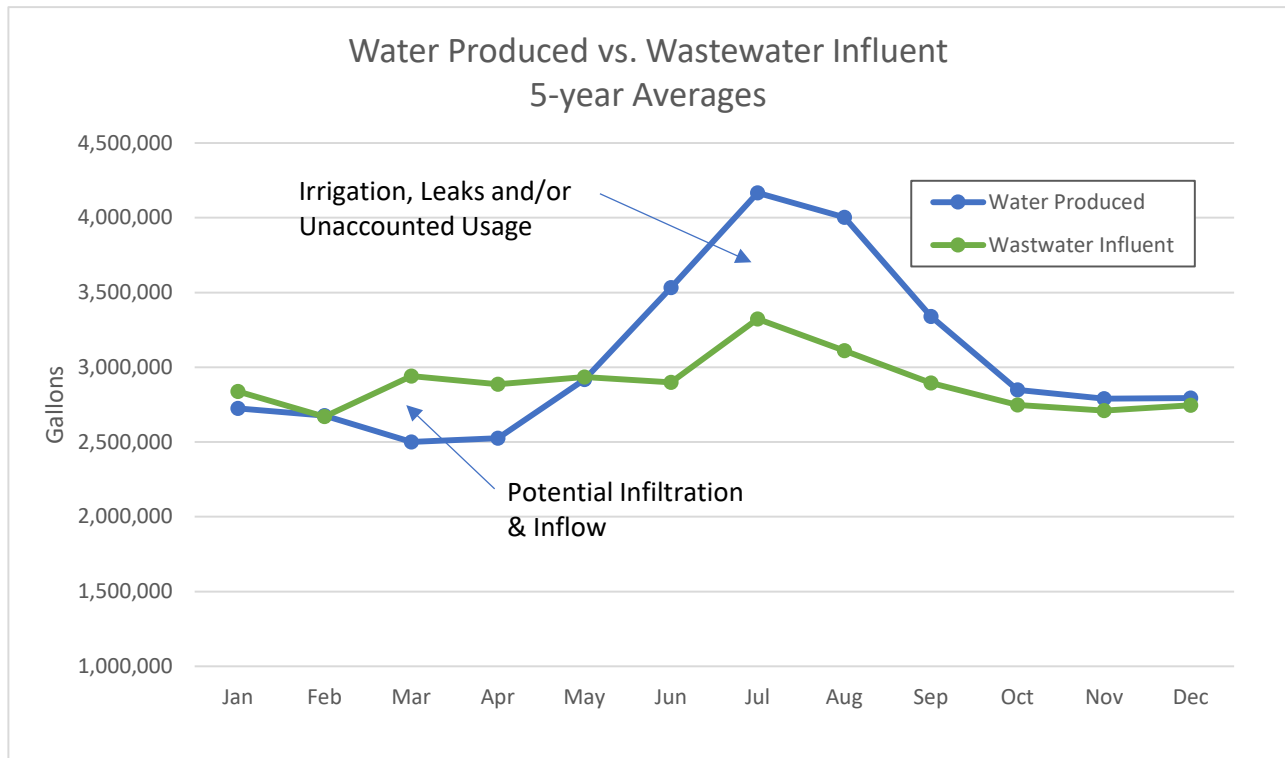
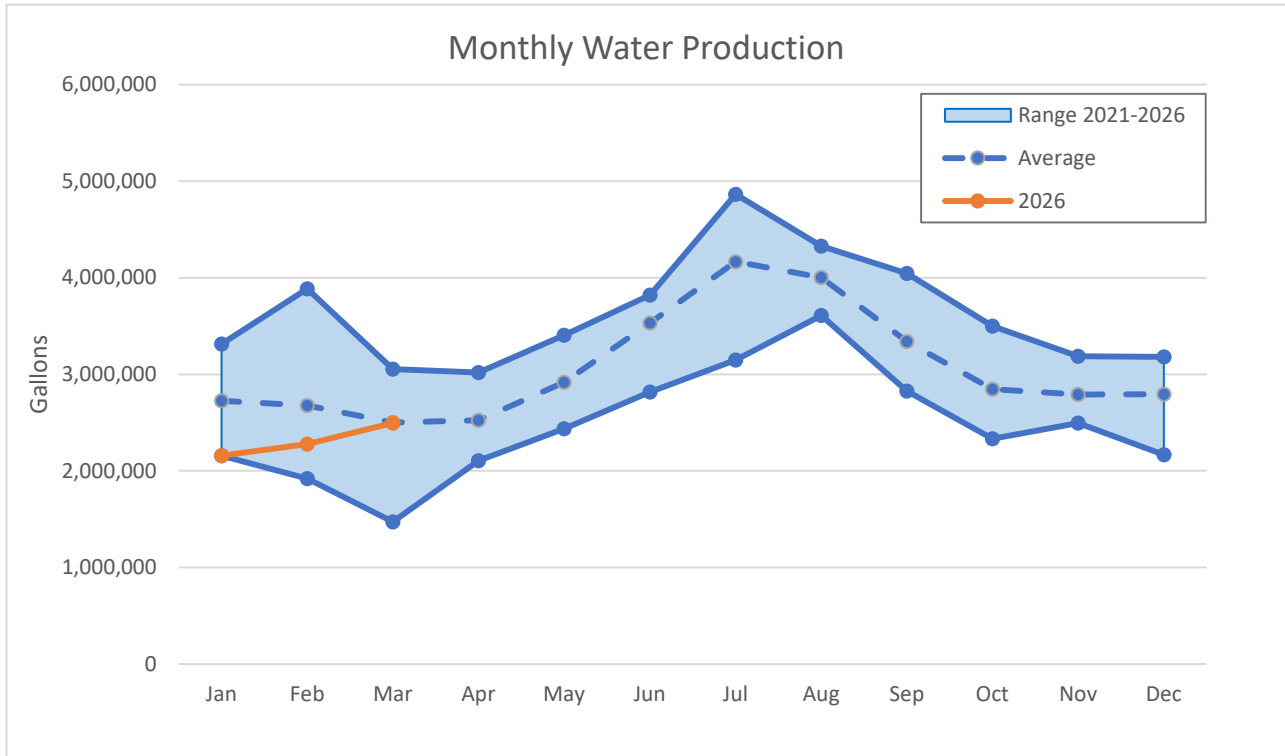
Town of Fairplay - Water Loss Evaluation

As of April 1, 2026

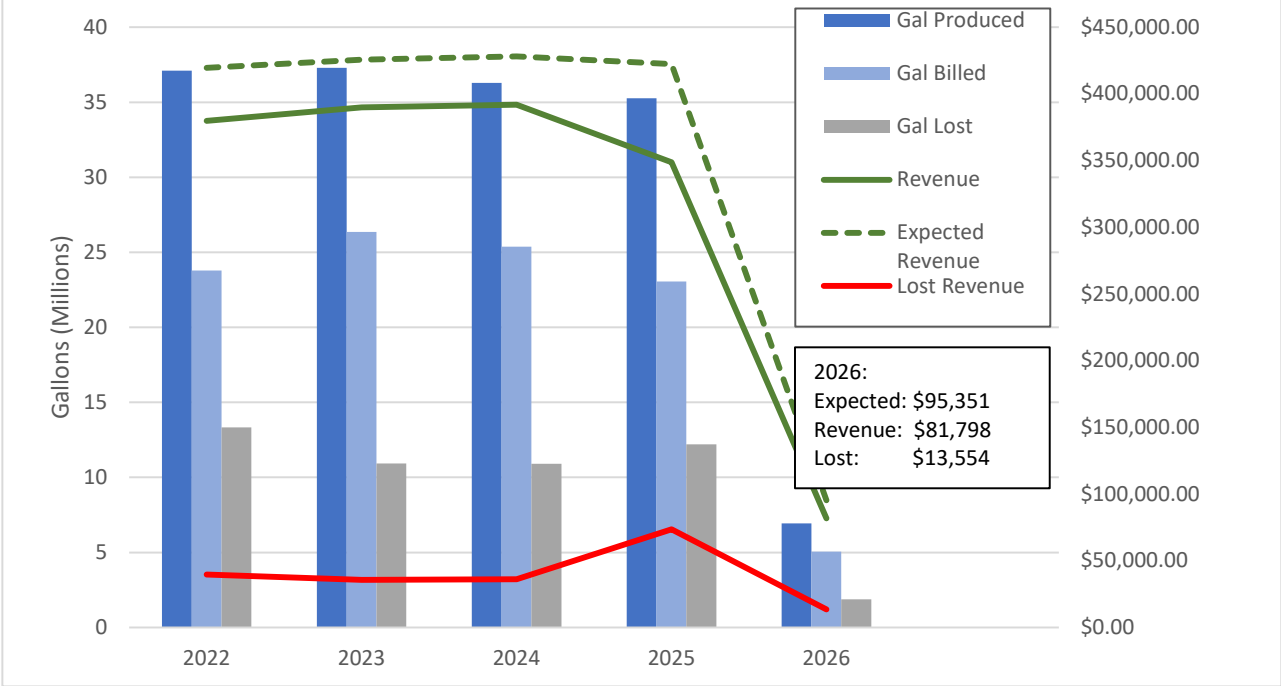
Year/Month	Gallons of Water Produced	Gallons of Water Billed	Bulk Water Filled Gallons Sold	Gallons Not Billed (Non-revenue)	% Loss	Influent Intake Gallons Sanitation Plant	Consumption & Leakage (Gallons)*
Jan-25	2,838,102	1,719,000	1,300	1,117,802	39%	3,166,540	-24,645
Feb-25	2,965,988	1,642,000	4,150	1,319,838	44%	2,727,221	537,087
Mar-25	2,472,770	1,962,000	2,350	508,420	21%	3,054,143	-302,640
Apr-25	2,106,528	1,626,000	6,850	473,678	22%	2,834,643	-446,635
May-25	2,817,083	1,601,000	6,765	1,209,318	43%	2,757,146	385,090
Jun-25	3,626,710	2,309,000	11,800	1,305,910	36%	2,751,934	1,268,604
Jul-25	3,629,597	2,603,000	27,800	998,797	28%	3,389,293	704,729
Aug-25	4,028,750	2,728,000	9,900	1,290,850	32%	3,451,080	1,023,742
Sep-25	3,419,244	1,779,000	17,450	1,622,794	47%	3,112,262	679,205
Oct-25	2,647,038	1,714,000	17,450	915,588	35%	2,773,443	191,015
Nov-25	2,522,321	1,486,000	12,200	1,024,121	41%	2,453,000	380,331
Dec-25	3,180,400	1,883,000	8,600	1,288,800	41%	2,603,000	888,943
Jan-26	2,158,033	1,459,000	5,700	693,333	32%	2,638,000	-176,174
Feb-26	2,278,523	1,738,000	22,200	518,323	23%	2,447,000	129,843
Mar-26	2,496,155	1,859,000	23,500	613,655	25%	2,664,000	110,888
2026 Total	6,932,711	5,056,000	51,400	1,825,311	26%	7,749,000	64,557
2025 Total	36,254,531	23,052,000	126,615	13,075,916	36%	35,073,706	5,284,825
Monthly Average	3,015,339	2,023,913	20,876	970,550	32%	2,871,081	475,927
Annual Avg.	37,454,725	24,261,500	233,357	12,273,400	33%	34,686,530	6,299,777

Notes:

*Usage/Leakage assumes approx. 342,000 gal per month from Spruce Hill and the Trailer Park and no I&I. Negative numbers indicate net infiltration and/or



Water Loss - Quantity vs. Revenue





Keith Chisholm 303-859-2988
kcvirtualxpert@gmail.com

PO Box 1262
Fairplay, CO 80440-1262

March 2026 WWTP monthly report

- **WWTP is running well, reductions are; BOD= 98%, TSS=98%, Phos=58%, ammonia=98.5%, TIN= 64.4%**
 - **We have a new battery backup installed for the PLC at the WWTP**
 - **We are replacing the existing Sodium vapor lamps in the headworks with LED bulbs**
 - **Working on touchup issues on the new SCADA system. We have been using the new system this month and making comments and fixes as we find them.**
 - **Monthly checks and maintenance on the equipment were done.**
 - **The influent pumps are showing water contamination in the oil, I ordered new mechanical seals for both influent pumps and both recirculating pumps. One recirculating pump showed water signs of water leaking into the oil.**
 - **Continuing training with Tim Murphy and Brian.**
 - **Demonstrated how to replace the UV bulbs in the UV units, wrote SOP for that We will replace the ballast on #1 unit and replace the UV controller on #2 this month**
 - **The decant pump at the sludge lagoon quit. When we pulled it, we discovered that the piping on the pump had corroded and failed. The pump is working and the piping was replaced with stainless steel.**
 - **We have not heard back from the CDPHE concerning the Backflow compliance issue.**
 - **Have proposal and tentative schedule for dewatering of the sludge pond at the end of April, with TerraGenesis, same as last year.**
- Exhibit A**
- **We have 2 bids for the sewer line repair behind South Platte Saloon, VPS \$35200 and Mountain Dirtwerx for \$41535. Both bids included a new poured in-place manhole for access. Both bids added \$10,000 for the manhole if that is requested. Exhibits B & C**

Billing Address

City of Fairplay
PO Box 267
Fairplay, CO 80440
UNITED STATES

Delivery Address

City of Fairplay
901 Main St.
Fairplay, CO 80440
UNITED STATES

OFFER: C1003164 / V1
Your Reference: Fairplay, CO
Your Reference:

Date Printed: 4/2/26
Our Reference: Price Ozment
Phone: +1-704-990-2409
Email: Price.Ozment@hhusa.net

Customer No.: 114289

Pos	Quantity	Unit	Item Description	Price USD Discount (%)	Total USD Tax (%)
10/1	2.00	pcs	10065404 Valve Coil 5282 C1D1	372.45 5%	707.65 0%
20/1	2.00	pcs	10065399 Valve Body 5282 DN 25	281.00 5%	533.90 0%
30/1	1.00	pcs	52472180 dewatering 273 L 629	1,686.43 5%	1,602.11 0%
40/1	2.00	pcs	504768 sealing screen basket D400 45°	158.90 5%	301.91 0%
50/1	1.00	pcs	10000001 Screw shaft Ro9 400/3 6600 V2A	22,150.71 5%	21,043.17 0%
60/1	1.00	pcs	10282630 Ro9/400 brush kit	763.62 5%	725.44 0%
70/1	1.00	pcs	600012 delivery	6,075.00 5%	5,771.25 0%
80/1	1.00	pcs	10011630 wooden box	0.00	0.00 0%
90/1	1.00	pcs	10550460 packaging material	0.00	0.00 0%
100/1	1.00	pcs	10000002 Labor Tech	8,697.00 5%	8,262.15 0%

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Total net	USD	38,947.58
Including Sales Tax	USD	0.00
Total gross	USD	38,947.58

Additional tariffs, import duties, or other government-imposed charges introduced after a quote or order has been placed are not included in our pricing and will be invoiced separately to the customer. HUBER Technology LLC will inform customers of relevant changes to the best of our knowledge and economic feasibility.

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 30 days
Delivery: prepaid and add
Payment terms: Net 30 days

Best regards

Price Ozment

HUBER Technology, LLC

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Aftermarket Sales & Service Rates 2026

Field Service Base Rate **\$170.00 per hour**

Training

Product Training..... **\$170.00 per hour**

Travel

Travel (time)..... **\$170.00 per hour**

Mileage..... **\$0.65 per mile**

Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware..... **\$170.00 per hour**

Premium Rates

Overtime rate (in excess of 8 hours per day)..... **\$240.00 per hour**

Standby rate..... **Applicable base rate**

Double time rate (Sunday, Holiday, or in excess of 12 hours)..... **\$340.00 per hour**

Expenses

Travel and accommodations..... **Actual cost**

Per Diem.....Business Rate Plan 1.. **\$74.00 per day**

High Cost Area Rate 2.. **\$86.00 per day**

Service Truck Rate **\$250.00 per day**

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Aftermarket Sales & Service Rates 2026

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, LLC, Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or **Recognized Huber Technology, LLC Holiday.**

Transportation. The customer is responsible for reimbursing Huber Technology, LLC for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

Standby rate. Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

Accommodations and Meals. Meals are charged at \$60.00 per day or \$70.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, LLC for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

Visa, Work Permits & Local Taxes. The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

Warranties. Per Huber Technology, LLC's Terms and Conditions of Sale, Huber Technology, LLC warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work. HUBER TECHNOLOGY, LLC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, LLC'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, LLC IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, LLC IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, LLC at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, LLC

Insurance. All Huber Technology, LLC Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Huber Technology, LLC can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2026

Hazardous Locations.

Huber Technology, LLC reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

Minimum Daily Charge. For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

Overtime. The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

Recognized Huber Technology, LLC Holidays New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Expenses. The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost

break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under \$25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. **Payment is due NET 30 DAYS from the date of invoice.**

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, LLC and must contain the following information:

- 1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.
- 2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, LLC before the Service Specialist can continue working.

Applicable law. Any purchase order accepted by Huber Technology, LLC in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

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Warranty and Returns Policy & Instructions

Huber Technology, LLC ("Huber") warrants any **original** Huber part (mechanical or electrical) for a period of:

A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner ("Replacement Part")

1. Only valid if the product is operated in accordance with the manufacturer's instructions.
 2. The replacement part(s) must not be modified or changed in anyway.
 3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications
- Or

B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.

1. Only valid if the product is operated in accordance with the manufacturer's instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

This warranty does not apply to any damage or defect arising out of any of the following circumstances:

- Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
- Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
- Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
- Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non- transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

- Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
- The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber.

Returns will not be accepted past thirty (30) days.

- Part(s) must be new and never installed. Any indication of wear or installation, at Huber's sole discretion, may result in the part(s) being shipped back to owner, at the owner's cost, and no credit shall be issued.

• Exception:

The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

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owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber's receipt of the incorrect part(s).

warehouse.

The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

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Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

- In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
- If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, LLC for inspection before a determination can be made as to the state of the product.
- The Aftermarket Team will validate the warranty claim for the defective part.
- If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
- The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
- When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

- ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
- UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
- UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.

- Completely fill out the RMA form.
- Include the completed RMA form in the package along with the item(s) to be returned.
- Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
- Ship the package to:

o o Huber Technology, LLC
Aftermarket Sales and Service
1009 Airlie Parkway
Denver, NC 28037
Phone: 704.874.8237 Fax 704.896.2830 Email: service@hhusa.net

PO BOX 7502
 Breckenridge CO 80424
 719-252- 1472
vpsbreck@gmail.com



Estimate

Date: March 28th 2025

Customer: Town of Fairplay

Property: Behind Platte River Saloon.

Brief Description of work to be performed,

Excavate 9ft below ground to expose bad sewer main approximately 23ft in length, Cut 23ft from man hole and remove pipe and replace with new pipe so proper flow will resume.

Due to lack of space to store dirt, all dirt will need to be hauled out by dump truck and stored in an off site location and hauled back in for backfill.

Proper bedding and compaction will be performed at the time of backfill.

Description of work	Price:
TRUCKING MATERIAL IN AND OUT	\$8,200.00
PIPE EXCAVATION	\$4,900.00
PIPE INSTALL INCLUDES PIPE	\$3,900.00
BACKFILL & COMPACTION	\$6,500.00
¾ GRAVEL FOR BEDDING PIPE INCLUDES TRUCKING	\$1,700.00
POUR INPLACE MANHOLE WITH PRE CAST BARRELS AND CONE	\$10,000.00
	Total \$35,200.00



MOUNTAIN DIRTWERX

719.398.3447
mountaindirtwerx@gmail.com
468 Wagon Wheel
Hartsel, CO 80449

Invoice:

Date: 3/25/26

Job Address: Fairplay Sewer
Repair + Manhole
insertion

	DESCRIPTION	QTY	RATE	AMOUNT
1	Add Manhole to Existing line	1		10,000
2	Trucking material in + out	1		7,107
3	Materials	1		3,900
4	Bypass Pumping	1		4,500
5	Replace existing line with new	1		15,020
6	Mobo	1		1,000
			Total	41,535

Accepted By:

Accepted Date:

STEP #1: Enter Executive Session

A) MOTION TO ENTER EXECUTIVE SESSION:

I move to enter executive session under C.R.S. §§ 24-6-402(4)(b) and (e) to receive legal advice and to determine positions relative to matters that may be subject to negotiations, develop negotiations strategy and instruct negotiators regarding the sewer system at the Gemenskap development in Park County and to take any necessary related action(s).

➔ TAKE ROLL CALL VOTE

B) TAKE SHORT BREAK AND CLEAR ROOM

STEP #2: ANNOUNCEMENT TO BE MADE AT THE BEGINNING OF THE EXECUTIVE SESSION

It is April 20, 2026 at _____ p.m. For the record, this is Joseph Rivera, Town Attorney.

This is an executive session under C.R.S. §§ 24-6-402(4)(b) and (e) to receive legal advice and to determine positions relative to matters that may be subject to negotiations, develop negotiations strategy and instruct negotiators regarding the sewer system at the Gemenskap development in Park County and to take any necessary related action(s).

➔ LIST ALL PEOPLE IN ATTENDANCE.

I caution each participant to confine all discussions to the stated purpose of the executive session, and that no formal action may occur in the executive session.

If at any point in the executive session any participant believes that the discussion is going outside the proper scope of the executive session, please interrupt the discussion and make an objection.

No electronic record is required to be kept of the part of the discussion constituting privileged attorney-client communications; and I, Joseph Rivera, state on the record that the portion of the discussion not recorded constitutes privileged attorney-client communications.

The Town Clerk may not turn off the recorder. The time is now _____.p.m.

[DISCUSS TOPIC]

STEP #3: ANNOUNCEMENT TO BE MADE BEFORE CONCLUDING THE EXECUTIVE SESSION

Turn recorder on. The time is now _____ p.m., and we now conclude the executive session and return to the open meeting.

For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.

Receive objections, if any. If there are no objections, then move on.

Motions:

- 1)
- 2) Motion to Adjourn: I move to adjourn the meeting.