



**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, CO
Monday, JANUARY 5, 2026, at 6:00 P.M. in the
Fairplay Town Hall, 901 Main St, Fairplay, CO**

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(Meeting ID: 232 674 935 800 52 / Passcode pp9K8wY7)

Dial in by phone [+1 929-352-2940](tel:+19293522940), [680628115](tel:+1680628115)#

- I. **6:00 PM – CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **APPROVAL OF AGENDA**
- V. **CONSENT AGENDA** *(This item is intended to streamline the Board Meeting grouping routine, non-controversial business. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. **APPROVAL OF 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."?**
- 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 of Town of Fairplay Burro Days Proceeds Funds to South Park School District.**
 - B. **Presentation of Awards to Fairplay 2025 Holiday Lighting Contest Winners**
 - C. **Presentation from South Park Food Bank regarding 2025 Activities and Impact.**
- 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?**
- 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."?**
 - 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.**
 - 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."?**
 - 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."?**
- X. **OTHER ITEMS**
 - A. **Discussion regarding regulation of Natural Medicine Healing Centers/Businesses in the Town of Fairplay.**
- XI. **STAFF AND BOARD OF TRUSTEE REPORTS**
- XII. **ADJOURNMENT.**

Upcoming Meetings / Events

1 st Day to Pick Up Mayor or Trustee Nomination Petitions	January 6, 2026
Fairplay Board of Trustees Regular Meeting (CANCELLED – MLK, Jr. Holiday)	January 19, 2026
Last Day to Circulate and File Nomination Petitions for Mayor or Trustee	January 26, 2026
Park County Intergovernmental Meeting	January 27, 2026
Fairplay Board of Trustees Regular Meeting	February 2, 2026
Fairplay Board of Trustees Regular Meeting (CANCELLED – Presidents' Holiday)	February 16, 2026
Fairplay Mountain Mardi Gras (American Legion Hall)	February 21, 2026



**OFFICIAL MINUTES
REGULAR BOARD MEETING
AUGUST 18, 2025
901 MAIN STREET, FAIRPLAY, CO 80440**

5:00 PM – WORK SESSION: COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA) PRESENTATION ON ELECTED OFFICIALS’ ETHICS, LIABILITIES AND BEST PRACTICES.

I. 6:00 PM REGULAR MEETING – CALL TO ORDER

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, August 18, 2025, at 6:02 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. PLEDGE OF ALLEGIANCE

Mayor Just led the pledge of allegiance.

III. ROLL CALL

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

BOARD MEMBERS ABSENT:

STAFF IN ATTENDANCE: Town Administrator Janell Sciacca, Town Attorney Joe Rivera, Town Planner Scot Hunn, Town Engineer Deron Diercksen and Building Official Kyle Parag.

IV. APPROVAL OF AGENDA

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

- Roll call vote: Unanimous approval.

V. CONSENT AGENDA

A. APPROVAL OF CHECK EXPENDITURES – Paid bills for all Town funds from August 1, 2025, through August 11, 2025, in the amount of **\$105,182.02**.

Trustee Baum inquired about the Alma citation revenue and AT&T charges for body cams. Town Administrator Sciacca clarified the payment to Alma was citation revenue and the AT&T charges included multiple months of charges.

MOTION to approve the Consent Agenda as presented with the expenditures as stated with the explanations as provided by Staff was made by Trustee Voorhis and seconded by Trustee Baum.

- Roll call vote: Unanimous approval.

VI. CITIZEN COMMENTS – None.

VII. PRESENTATIONS, PROCLAMATIONS & UPDATES

A. Presentation and update regarding Boys & Girls Club of the High Rockies Summer Program by Chief Executive Officer Jessica Bartak.

Boys & Girls Club CEO Bartak presented an update on the summer program reporting 146 youth were served with an average daily attendance of 47. Activities included nature programs, swimming, reading, horse rescue visits, and field trips to locations like rafting in Buena Vista and Great Wolf Lodge. She noted the annual operating budget for both Fairplay and Bailey locations was just under \$600,000 with funding sources being 42% from government grants, 15% from fundraisers, 2.5% from individual or business donors, and less than 1% from membership dues. Bartak added that 76% of families qualify for scholarships, paying nothing for the programs. Bartak thanked the Town for their support and reported that the Mountain Mardi Gras fundraiser raised over \$26,353.16 for the organization.

Town Administrator Sciacca made an unscheduled introduction of Town Transit Driver Christian Kingsford. The Board extended a warm welcome to Kingsford.

VIII. NEW BUSINESS

- A. FIRST READING** – Should the Board of Trustees for the Town of Fairplay approve the adoption of **FINDINGS OF FACT, CONCLUSION AND ORDER FOR ELEVATION HOSPITALITY, LLC dba COLORADO CANTINA** to be located at 456 Front Street, Fairplay, CO?

Town Administrator Sciacca presented reminding the Board the Findings of Fact was presented to formalize their action taken at the regular August 4, 2025, meeting to approve the application for a new license.

MOTION to approve the adoption of the Findings of Fact, Conclusion and Order for Elevation Hospitality, LLC dba Colorado Cantina as presented was made by Mayor Pro Tem Douglas and seconded by Trustee Voorhis.

- Roll call vote: Unanimous approval.

- B. Receipt and review of DRAFT Town of Fairplay, CO, Financial Statements with Independent Auditor's Report for December 31, 2024 caused to be made pursuant to C.R.S. 29-1-603(1).**

Town Administrator Sciacca introduced Jim Hinkle of the auditing firm Hinkle and Co. Hinkle reported that the 2024 audit was his firm's first year of the engagement agreement. He provided an overview of their process to learn about the Town and its policies and procedures evaluating them for segregation of duties. Throughout the audit, verification of accounting procedures were being followed and there were no significant deficiencies or material weaknesses that might result in material misstatements of the financial statements. Hinkle reported that based upon his team's analysis, no deficiencies or weaknesses were found. Hinkle further explained the auditing process used for the financial statements which results in the opinion. Hinkle stated the Town's opinion was an unmodified opinion, or clean opinion and a letter would be issued with no negative findings. He advised that the recommendation he would make was to dissolve the Internal Service Fund as there really wasn't a reason for the Town to continue using it. Hinkle closed by thanking Administrator Sciacca for her attention to their requests and as external auditors his firm felt there was open transparency in the entire process. Hinkle also offered to provide a Work Session on Financial Statements for the Town and new Board members if desired. Mayor Just thanked Hinkle for the presentation and for taking on the important duty for the Town. Sciacca acknowledged Plante Moran's valuable assistance and hard work during the audit and Just closed by requesting the 2025 audit be delivered before July 30. Sciacca advised that she would file the audit with the State Auditor's Office so the Town would be back in compliance.

IX. PUBLIC HEARINGS

- A. TO BE CONTINUED TO SEPTEMBER 15, 2025: SPECIAL USE PERMIT – SUP 2025-001:** Should the Board of Trustees for the Town of Fairplay approve an application from Buck Finley for 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?

MOTION to approve the continuance of Special Use Application SUP 2025-001 to September 15, 2025, as requested by the applicant was made by Trustee Avery and seconded by Trustee Baum.

- Roll call vote: Unanimous approval.

- B. SPECIAL USE PERMIT – SUP 2025-002:** Should the Board of Trustees for the Town of Fairplay approve an application from the South Park Food Bank for a Special Use Permit (SUP) to allow for a Community Building within the Transitional (T) Zone District and to grant a Variance from Design Requirements of the Fairplay Unified Development Code on the property located at 516 Hathaway Street, Fairplay, CO?

Mayor Just introduced the Public Hearing and provided an overview of the format. Town Planner Scot Hunn presented the Staff Report and recommendation for approval as outlined within the report on page 10. The applicant was represented by President Tina Darrah. Darrah expressed concerns on conditions 2 and 5, particularly regarding hours of operation and alleyway improvements and requested waiver of the application fees due to the SPFB's 501(c)3 status. The Board discussed potential hours of operation, suggesting 7:00 a.m. to 10:00 p.m. Monday through Saturday, with reduced hours on Sundays (8:00 a.m. to 6:00 p.m.), allowing for emergencies, and they agreed to remove condition 5 regarding alleyway improvements, with the town potentially taking on that responsibility.

The floor was opened to public comment, and the following parties spoke in favor of the application:

1. Kenny Shaw, 600 Hathaway.
2. Brad Curry, 514 Hathaway
3. Charlie Schultz
4. Unidentified woman

There were no comments against the application, and the Public Hearing was closed.

MOTION to approve, with the following conditions, the application for a Special Use Permit filed by the South Park Food Bank, for a Community Building to be located at 516 Hathaway Street within the Transitional Zone District, and that the Board approve the variance request because the proposals meet the Town's criteria and standards for approval:

1. This Special Use Permit shall not run with the land; all approvals shall run with the non-profit use of the Applicant.
 2. Prior to or concurrent with any building or grading permit application, the Applicant shall update the Special Use Permit Application and Operations Plan to include hours of operation which shall become conditions of approval.
 3. Prior to or concurrent with any building or grading permit application, the Applicant shall provide final details of the trash enclosure as part of any building permit application to ensure that the enclosure is secure, well designed, and accessible by trash service providers without impacting traffic flow on the adjacent alleyway.
 4. Prior to or concurrent with any building or grading permit application, the Applicant shall provide a detailed parking and traffic management plan indicating, at a minimum, how the Food Bank staff and volunteers will manage the volume and flow of traffic as well as off-site parking needs on distribution days. This condition will not be necessary if and when the Food Bank moves to an alternative distribution model/operations plan.
- and direction is given to the Town Planner or Town Attorney to draft a resolution of approval for the Special Use Permit and Variance for the Town Board's review and approval was made by Mayor Just and seconded by Trustee Baum.
- Roll call vote: Unanimous approval.

MOTION to waive the application fees as requested was made by Trustee Baum and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

X. STAFF AND BOARD OF TRUSTEE REPORTS

Streets and Utilities Superintendent Tim Medlin reported an incident whereby he hit a natural gas line while digging a hole in the Town's lot. He owned up to the fact that the incident occurred because he did not follow protocol and call in locates. A telecommunication line was also damaged, and he noted there would be repair expenses billed to the Town.

Town Administrator Sciacca reported that a work session was scheduled for the following Monday at 6 PM with SGM to discuss updates to manuals and impact fees update; The first budget work session would be on September 8th, focusing on priorities and capital projects; The final concert of the season would be held Friday with peaches and ice cream; The River Park project was extended through December 31st, with a change order signed by CDOT allowing the purchase of \$48,000 worth of amenities (benches, signs, bike racks, and bear-proof trash cans); There were issues with the August utility billing and a proposal to change the due date from the last day of the month to the 20th could be on the agenda for the next meeting; A training session with the police department would be held the follow week focusing on code enforcement issues.

Town Attorney Rivera added that a municipal court expert from their firm would be working with the town and police department to set up a process for issuing citations for code violations, including how to write tickets and process them through Municipal Court.

Trustee Voorhis reported on weed control efforts conducted on town property noting plans to continue efforts in Burro Park and other areas. There was a brief discussion about herbicide mixtures and coordinating with Staff for future weed control efforts.

Trustee Avery mentioned attending the National Night Out event and taking pictures that she would share.

XI. ADJOURNMENT.

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 7:40 PM.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk



**OFFICIAL MINUTES
REGULAR BOARD MEETING
SEPTEMBER 15, 2025
901 MAIN STREET, FAIRPLAY, CO 80440**

I. REGULAR MEETING – CALL TO ORDER

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, September 15, 2025, at 6:00 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. PLEDGE OF ALLEGIANCE

Mayor Just led the pledge of allegiance.

III. ROLL CALL

BOARD MEMBERS PRESENT: Mayor Frank Just, Trustee Courtney Avery, Trustee Josh Voorhis and Trustee Baum.

BOARD MEMBERS ABSENT: Mayor Pro Tem Ray Douglas (Excused)

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

IV. APPROVAL OF AGENDA

MOTION to approve the agenda as presented was made by Trustee Voorhis and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

V. CONSENT AGENDA

A. APPROVAL OF MEETING MINUTES for June 2, 2025 Regular Meeting.

B. APPROVAL OF MEETING MINUTES for June 16, 2025 Regular Meeting.

C. APPROVAL OF MEETING MINUTES for June 23, 2025 Special Meeting.

D. APPROVAL OF RECONCILIATION for all Town financial accounts and funds for the month of June, 2025.

E. APPROVAL OF CHECK EXPENDITURES – Paid bills for all Town funds from August 12, 2025, through September 11, 2025, in the amount of \$63,069.13.

F. APPROVAL OF EFT EXPENDITURES – Paid bills for all Town funds from July 1, 2025 to July 31, 2025, in the amount of \$317,666.53.

Trustee Baum inquired about and EFT to FPPA and Sciacca replied that is the Police Department premiums for the Fire and Police Pension Association.

MOTION to approve the Consent Agenda as presented with the expenditures as state, and the minutes as written was made by Trustee Baum and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

VI. CITIZEN COMMENTS

Keith Chisholm, 320 Pine, questioned the building codes and difference between Park County and Town rules and regulations. He reported that in putting in a garage his understanding was the Town used the 2018 building codes which required a two-foot monolithic pour and the Building Official told him the Town required a 48 inch or four-foot pour. Sciacca advised she would provide a letter or speak with Chisholm directly.

VII. PUBLIC HEARINGS

A. CONTINUED FROM AUGUST 18, 2025: SPECIAL USE PERMIT – SUP 2025-001: Should the Board of Trustees for the Town of Fairplay approve an application from Buck Finley for 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?

Mayor Just announced the application matter and provided an overview of the hearing format. Town Planner Hunn presented an overview of the special use permit application SUP 2025-001 for a mini storage facility at 1171 Board Road. Reviewing key points of the application. He highlighted that the subject property is located in a commercial C zone district and requires a special use permit for architectural appearance, screening, fencing, site circulation, and parking considerations.

Hunn also announced the applicant was requesting a variance from design requirements. Hunn reported that Staff identified several issues that needed to be addressed:

- Some outstanding civil engineering drawing corrections needed;
- Concerns about a proposed fence potentially located over an existing sewer line; and
- Variance request from landscaping standards due to site constraints

Applicant Buck Finley addressed the board proposing a vertical gate solution for the fence crossing the drainage swale. He expressed willingness to sign an agreement giving the Town access to remove the fence if needed for sewer line maintenance and then discussed landscaping plans (proposing 4-6 trees and native shrubs due to limited plantable area after accounting for the detention pond). Finley also mentioned he had given up 13 storage units to provide more room for snow storage and accessibility and explained the building design was oriented north-south to block wind and potentially reduce snow drifts while the roof slope was designed for possible future solar installation.

The floor was opened to public comment and the following parties spoke:

- Scott Dodge, 1317 Meadow Drive, raised concerns about wind and snow drifts, and potential trash blowing into the neighborhood.
- Claudia Werner, 1151 Bullet Road, owner of a nearby commercial property, raised concerns about inconsistencies in the application and changes in zoning regulations since 2013.
- Pete Werner, 1245 Castello Avenue, co-owner of existing area storage facilities, expressed concerns about the impact on future sales tax potential along Highway 285.

Finley added that proposed security features included barbed wire on top of fencing, keypad gate access, cameras, and lighting with a full photometric plan. He added that lighting would be dark sky compliant and motion-activated, and the existing sewer main was 20-25 feet away from the proposed building.

Multiple Board members felt they needed additional time to review the packet materials and the Board generally agreed to continue the hearing.

MOTION to continue application SUP 2025-001 to October 6, 2025 was made by Trustee Voorhis and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

- B. CONTINUED FROM JULY 7, 2025 – TO BE CONTINUED TO OCTOBER 6, 2025:** Should the Board of Trustees for the Town of Fairplay approve the adoption of Ordinance No. 3, Series of 2025, entitled “**AN ORDINANCE ADOPTING BY REFERENCE THE 2024 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, INTERNATIONAL EXISTING BUILDING CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL SWIMMING POOL AND SPA CODE, INTERNATIONAL WILDLAND-URBAN INTERFACE CODE, INTERNATIONAL FIRE CODE, THE 2023 NATIONAL ELECTRICAL CODE, COLORADO FUEL GAS CODE, COLORADO PLUMBING CODE, COLORADO WILDFIRE RESILIENCY CODE, COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE ALL REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA AND MAINTENANCE OF ALL BUILDINGS OR STRUCTURES, AND BUILDING SERVICE EQUIPMENT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE OF SEPTEMBER 1, 2025.**”?

Town Administrator Sciacca reported that Building Official Parag would not be available on October 6 and requested instead that the ordinance be continued to October 20.

MOTION to continued Ordinance No. 3, Series of 2025, to October 20, 2025 was made by Trustee Baum and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

- C. FIRST READING** – Should the Board of Trustees for the Town of Fairplay approve the adoption of Ordinance No. 5, Series of 2025, entitled “**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AMENDING THE FAIRPLAY MUNICIPAL CODE CHAPTER 13 REGARDING PAYMENTS.**”?

Town Administrator Sciacca presented the proposed change for moving the due date from the last day of the month to the 20th of the month. She advised that rationale was that a significant number of residents paid their bills on the last two days of the month resulting in payments not being applied until the following week if the payment date was a Friday or weekend. She

noted several problems with Xpress Bill Pay over the last two months that also resulted in uses. If approved, the change would take effect November 1st. Information about the proposed change had already been included in recent bills following past discussions with the Board. Sciacca also announced that a special postcard was promised to be sent to all customers notifying them of the change. There was no public comment for or against the ordinance.

MOTION to approve the adoption of Ordinance No. 5, Series of 2025 as presented approving a change in the due date of utility bills to the 20th of each month was made by Trustee Baum and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

VIII. NEW BUSINESS

- A. FIRST READING** – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 27, Series of 2025, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO APPROVING A VARIANCE FROM PARKING LOT AND LANDSCAPING IMPROVEMENT STANDARDS FOR HIGHSIDE BREWING, LLC., WITH CONDITIONS.**”?

Town Planner Hunn presented reporting Resolution No. 27 formalizes the variance application for Highside Brewing that was initially discussed on July 7th. He reported the variance relates to off-street parking, Landscaping and Highway 285 corridor buffer requirements and the applicant’s plan includes regrading the lot, formalizing functional parking areas and drive lanes, removing trash and stored equipment along the eastern property boundary, and adding landscaping in the form of barrels and planting boxes along Highway 285. The Board briefly discussed whether the variance set a precedent for other properties on Highway 285, concluding it does not as each variance request is considered individually.

MOTION to approve the adoption of Resolution No. 27, Series of 2025 as presented a variance for Highside Brewing, LLC was made by Trustee Avery and seconded by Trustee Baum.

- Roll call vote: Unanimous approval.

- B. FIRST READING** – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 28, Series of 2025, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO APPROVING A SPECIAL USE PERMIT FOR A COMMUNITY BUILDING AND A VARIANCE FROM DRIVEWAY DESIGN STANDARDS FOR SOUTH PARK FOOD BANK, WITH CONDITIONS.**”?

Town Planner Hunn presented Resolution No. 28 formalizing a Special Use Permit for a community building and variance from driveway design standards for the South Park Food Bank. He reviewed the following key points: The variance allows for a 14-foot setback from the property line for the driveway instead of the required 15 feet, the special use permit runs with the use not the land, an updated operations plan is required with building permits, and final details on the trash enclosure in the back lot were still needed.

MOTION to approve the adoption of Resolution No. 28, Series of 2025, as presented approving a Special Use Permit and Variance for the South Park Food Bank was made by Trustee Voorhis and seconded by Trustee Baum.

- Roll call vote: Unanimous approval.

- C. FIRST READING** – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 29, Series of 2025, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN AGREEMENT WITH KUTAK ROCK FOR BOND COUNSEL SERVICES**”?

Town Attorney Rivera presented Resolution No. 29, reporting it approved an agreement with Kutak Rock for bond counsel services and related to the ongoing project to purchase real property adjacent to the water plant and ten shares of water stocks. Bond counsel was necessary to structure the purchase as a lease to work around TABOR restrictions and the goal was to complete the financing within 30-45 days.

MOTION to approve the adoption of Resolution No. 29, as presented approving an agreement with Kutak Rock was made by Trustee Voorhis and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

IX. OLD BUSINESS

- A. FIRST READING** – Should the Board of Trustees of the Town of Fairplay approve the adoption of Resolution No. 30, Series of 2025, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE SUBMISSION OF A FULL APPLICATION TO THE LAND BANKING PROGRAM.**”?

Town Attorney Rivera presented reporting the resolution authorized the submission of a full application to the land banking program. He reminded that preliminary application was submitted to CHFA (Colorado Housing and Finance Authority) in the spring and reported the town was invited to submit a formal application for the second phase and requires the town to establish

the legal right to purchase the property. Rivera clarified that the option contract provided the Town with the legal right to purchase the property, but with no obligation to do so and the option only becomes active if two conditions are met - The town receives the grant from CHFA and a suitable developer partner was found. He reported that FP Land agreed to pay for all expenses related to the project starting from July 24th, when the Town was notified of advancing to the second round. The Board discussed and agreed upon setting the option deadline for March 31, 2026, will revisit the progress on March 16, 2026, during their regular meeting.

MOTION to approve the adoption of Resolution No. 30. Series of 2025 as presented authorizing the full submission of an application to the CHFA Land Banking program was made by Trustee Voorhis and seconded by Trustee Avery.

- Roll call vote: 3 to 1 with Trustee Baum voting No.

X. STAFF AND BOARD OF TRUSTEE REPORTS

Town Administrator Sciacca reported numerous calls regarding Bear activity in the Town. Trustee Voorhis suggested the Town might consider an ordinance requiring bear-proof containers, while specific problem areas were identified. Sciacca added that the Police Department has been instructed to make contact with residents and business owners that did not properly manage their trash. Sciacca also reported on upcoming events and activities. Trustee Voorhis reported a downed Cohen Park sign near the volleyball court while Mayor Just reported on receiving numerous compliments on the recent sidewalk and curb work.

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 the Chief of Police and Officer James Deschryver, the subject officer in an internal affairs investigation.

Town Attorney Rivera announced the Executive Session and topic and reminded that no decisions were authorized to be made in Executive Session, and any decisions must be made in open session with discussion. He also stated that no electronic record would be kept as the discussion constituted privileged attorney-client communications.

MOTION to adjourn to enter 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 and Officer James Deschryver, the subject officer in an internal affairs investigation. And at the close of this executive session, the Board shall return to the open meeting for the purpose of taking any formal action deemed necessary. Please be advised that Town staff notified the Chief of Police and Officer James Deschryver of this executive session and neither employee requested an open meeting was made at 7:56 PM by Trustee Baum and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

XII. RECONVENE REGULAR MEETING AND ADJOURNMENT.

At 8:58 PM, Town Attorney Rivera announced the Executive Session was concluded and the regular meeting reconvened. There were no concerns from any Board member that there was any substantial discussion of any matters not included in the motion for Executive Session or any improper action occurred.

Town Attorney Rivera provided options to appoint an Acting Chief for purposes of the internal affairs investigation:

1. Board of Trustees serves as Chief.
2. Town Administrator serves as Chief.
3. Retaining an outside Chief
4. Chief Worley serves as Chief.

MOTION to authorize Town Administrator Janell Sciacca to act as the Chief of Police under policy 1010, and other relevant policies, as set for in the Fairplay Police Department Policy Manual and Employee Handbook was made by Trustee Voorhis and seconded by Trustee Baum.

- Roll call vote: Unanimous approval.

There being no further business before the Fairplay Board of Trustees., Mayor Just declared the meeting adjourned at 9:00 PM.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk



**OFFICIAL MINUTES
REGULAR BOARD MEETING
OCTOBER 6, 2025
901 MAIN STREET, FAIRPLAY, CO 80440**

I. REGULAR MEETING – CALL TO ORDER

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, September 15, 2025, at 6:00 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. PLEDGE OF ALLEGIANCE

Mayor Just led the pledge of allegiance.

III. ROLL CALL

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

BOARD MEMBERS ABSENT: Trustee Josh Voorhis (Excused)

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

IV. APPROVAL OF AGENDA

MOTION to approve the agenda as presented was made by Trustee Baum and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

V. CONSENT AGENDA

A. APPROVAL OF CHECK AND ACH EXPENDITURES ISSUED THROUGH BILL.COM – Paid bills for all Town funds from September 12, 2025, through October 1, 2025, in the amount of **\$196,311.23.**

Questions were posed and clarification were provided related to fees charged by Emergent Enforcement Solutions and the costs related to the Town Hall boiler replacement. Sciacca also noted the new format for reporting expenditures advising the Town recently moved to using Bill.com as was recommended by the Town's account firm Plante Moran.

MOTION to approve the Consent Agenda as presented with the expenditures as state was made by Mayor Pro Tem Douglas and seconded by Trustee Baum.

- Roll call vote: Unanimous approval.

VI. CITIZEN COMMENTS

Scott Dodge, 1317 Meadow Drive, raised concerns regarding trash accumulation on the hillside above Front Street and near the reservoir, largely attributed to bears accessing business dumpsters.

VII. PROCLAMATIONS, PRESENTATIONS AND UPDATES

A. Presentation by Josef Rau, Officer - Investment Sales / Institutional Investments of BOK Financial Capital Markets | BOK Financial Securities, Inc.

Rau provided an overview of current interest rate trends and discussed recommended diversification of the Town's portfolio beyond CSAF and ColoTrust via the CDARS program. He explained BOK's fee structure and the Board suggested consulting with the Town's accounting firm prior to making any decisions on changing the current investments.

VIII. NEW BUSINESS

A. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 31, Series of 2025, entitled **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE SUB-LICENSE AGREEMENT WITH SAVOR THE WILD, LLC, FOR TEMPORARY USE OF A PORTION OF THE PROPERTY KNOWN AS 401 MAIN STREET, FAIRPLAY, COLORADO.”?**

Town Administrator Sciacca presented and recommended approval of the annual application from Savor the Wild with the same terms and conditions.

MOTION to approve Resolution No. 31, Series of 2025, as presented with the expenditures as state was made by Mayor Pro Tem Douglas and seconded by Trustee Baum.

- Roll call vote: Unanimous approval.

IX. PUBLIC HEARINGS

A. CONTINUED FROM SEPTEMBER 15, 2025: SPECIAL USE PERMIT – SUP 2025-001: Should the Board of Trustees for the Town of Fairplay approve an application from Buck Finley for 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?

Mayor Just announced the application reminding the matter was continued from September 15 where discussions took place and public comment was accepted. Town Planner Hunn presented an overview of prior issues, discussions and Staff's recommendation for approval with conditions. Finley provided authorization for the Town to access the easement for maintenance of Town infrastructure and waived liability for the Town if removal of the fence was required and confirmed there would be no outside storage of any kind. Town Attorney Rivera confirmed that obligations and benefits run with the land. Town Planner Hunn read the motion into the record. There was no public comment for or against and the Public Hearing was closed.

MOTION to approve the application for a Special Use Permit filed by the Buck Finley, for "Storage—Personal storage units (mini-storage)" to be located at 1171 Bullet Road within the Commercial Zone District with the following conditions:

1. This Special Use Permit shall run with the land.
2. This Variance request shall run with the land.
3. Prior to or concurrent with any building or grading permit application, the Applicant shall update, revise, and correct civil engineering drawing package to ensure compliance with comments and requested revision by the Town of Fairplay consulting engineer dated September 11, 2025.
4. Prior to or concurrent with the issuance of any building or grading permit, the Applicant shall submit to the Town for review documentation creating two new easements along the southern (side) property line and the east (Hwy. 285) side of the property for existing and proposed stormwater and sanitary sewer utilities and facilities.
5. Prior to or concurrent with the issuance of any building or grading permit application for the subject property, the Applicant shall execute the Storm Water and Sanitary Sewer easement agreements by and between the Applicant and the Town of Fairplay.
6. The Applicant shall work with the Town of Fairplay staff and consultants to revise the final site and grading plans to move the proposed chain link fence along the southern property boundary to ensure that the fence and any associated/ancillary improvements do not impede the Town's ability to access, maintain, repair, or replace Town owned utilities and facilities.

And also approved the associated variance request because the proposals meet the Town's criteria and standards for approval, and further direct the Town Planner or Town Attorney to draft a resolution of approval for the Special Use Permit and Variance for the Town Board's review and approval was made by Mayor Pro Tem Douglas and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

B. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Ordinance No. 6, Series of 2025, entitled "**ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING A LEASE PURCHASE FINANCING TO PROVIDE FUNDS TO FINANCE THE ACQUISITION OF CERTAIN REAL PROPERTY FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AND IN CONNECTION THEREWITH, AUTHORIZING AND APPROVING A SITE LEASE, A LEASE PURCHASE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE FINANCING; AND PROVIDING OTHER DETAILS AND PARAMETERS AND AUTHORIZATION IN CONNECTION WITH THE FINANCING.**"?

Town Attorney Rivera presented an overview of the Staff Report providing and the requirements for authorization for TABOR related reasons. He reviewed the special format of the cover sheet and required public notices to formalize the financing and acquisition of the watershed parcels. He provided additional explanation regarding the financing for the Board and public and noted documents would be presented at a future meeting. The floor was open for public comment and Scott Dodge, 1317 Meadow Drive, expressed support for the acquisition. There were no comments against the acquisition, and the Public Hearing was closed.

MOTION to approve Ordinance No. 6, Series of 2025, as present and read into the record was made by Mayor Pro Tem Douglas and seconded by Trustee Baum.

- Roll call vote: Unanimous approval.

MOTION to convey authority to the Mayor to execute a purchase and sale agreement for the watershed parcels once financing was finalized was made by Trustee Baum and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

C. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Ordinance No. 7, Series of 2025, entitled “**AN ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO PERMITTING THE BOARD OF TRUSTEES TO WAIVE OR MODIFY AN OTHERWISE APPLICABLE REQUIREMENT OF CHAPTER 16 OF THE FAIRPLAY MUNICIPAL CODE (UNIFIED DEVELOPMENT CODE).**”?

Town Attorney Rivera presented the ordinance stating this legislation would allow the Board of Trustees to waive or modify certain Unified Development Code (UDC) requirements when those requirements were not proportional to the scale or impact of a proposed development. This would allow applicants to request waivers early, before incurring costly engineering or study requirements and ensures decisions are made by the Board rather than Staff when code requirements exceed project impacts. Board discussion focused on shifting decision-making responsibility to them as elected officials and improving efficiency, transparency, and fairness. The floor was open for comment and Scott Dodge, 1317 Meadow Drive, expressed support as a benefit to both the public and Town Staff, and allowing earlier clarification and public participation. There were no comments against the ordinance, and the Public Hearing was closed.

MOTION to approve the adoption of Ordinance No. 7. Series of 2025 as presented and read into the record was made by Trustee Baum and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

X. STAFF AND BOARD OF TRUSTEE REPORTS

Town Administrator Sciacca on ongoing bear-related trash issues, concerns over increased bulk-water sales and companies/individuals trying to profit from the Town’s water, sidewalk installation and street striping projects and upcoming travel for a professional conference.

XI. ADJOURNMENT

There being no further business before the Fairplay Board of Trustees., Mayor Just declared the meeting adjourned at 7:25 PM.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk

TOWN OF FAIRPLAY - BILLS PAID FROM 11/27/2025 TO 12/26/2025

<u>Vendor Name</u>	<u>Paid On</u>	<u>Paid Amount</u>	<u>Payment Description</u>
Alpine Civil Construction	12/12/2025	8,265.00	SCADA Upgrade Project Final Billing
Apex Waste Solution	12/12/2025	304.92	December Dumpster/Roll Off Fees
Apex Waste Solution	12/12/2025	98.90	December Dumpster/Roll Off Fees
AT&T	12/26/2025	49.20	AT&T Transit Phone Monthly Fees
AT&T	12/26/2025	843.04	AT&T Admin Phones Monthly Fees
AT&T	12/26/2025	61.48	AT&T PW Phones Monthly Fees
AT&T	12/26/2025	331.93	AT&T Utility Phones Monthly Fees
AT&T	12/26/2025	110.64	AT&T PD Phones Monthly Fees
AT&T Mobility	12/17/2025	162.25	VoIP, Body Cam, MDT and Cellular Monthly Charges
AT&T Mobility	12/17/2025	162.25	VoIP, Body Cam, MDT and Cellular Monthly Charges
AT&T Mobility	12/17/2025	1,005.77	VoIP, Body Cam, MDT and Cellular Monthly Charges
AT&T Mobility	12/17/2025	162.25	VoIP, Body Cam, MDT and Cellular Monthly Charges
AT&T Mobility	12/17/2025	535.58	VoIP, Body Cam, MDT and Cellular Monthly Charges
Brian Rogers	12/12/2025	61.50	Work Clothes Reimbursement
Brian Rogers	12/12/2025	18.95	Training Meal Reimbursement
CenturyLink	12/12/2025	83.03	Water Plant Telephone Line
Charles Abbott Associates Inc	12/26/2025	6,469.00	November '25 Building Official Services
Chris Bannister	12/26/2025	495.69	Work Clothing Reimbursement
CivicPlus LLC	12/17/2025	4,171.04	Agendas & Mtg Management Program - 2025 Payment
Colorado Analytical Laboratories, Inc.	12/17/2025	394.40	WTP Required Testing
Colorado Analytical Laboratories, Inc.	12/17/2025	403.00	WWTP Required Testing
Colorado Analytical Laboratories, Inc.	12/17/2025	24.00	Routine Required Water Testing
Colorado Analytical Laboratories, Inc.	12/17/2025	235.00	WTP Required Testing
Colorado Mountain News Media	12/12/2025	62.50	CO Christmas Online Ad
Colorado Natural Gas, Inc.	12/17/2025	578.30	Pw/San Office Natural Gas - 2 Months
Colorado Natural Gas, Inc.	12/17/2025	2,385.79	Sanitation Plant Natural Gas - 2 Months
Colorado Natural Gas, Inc.	12/17/2025	611.23	Natural Gas Town Hall - 2 Months
Colorado Natural Gas, Inc.	12/17/2025	1,820.51	PW Shop Natural Gas - 2 Months
Elevated Cleaning Co	12/12/2025	600.00	Cleaning - PD Bunkhouse
Elevated Cleaning Co	12/12/2025	225.00	Town Hall Monthly Cleaning
Elevated Cleaning Co	12/12/2025	225.00	501 Main Monthly Cleaning
Elevated Cleaning Co	12/15/2025	100.00	Correction for Underpayment on Invoice 3475
Fairplay Auto Supply	12/18/2025	13.18	starter relay for blue dump truck
Fairplay Auto Supply	12/18/2025	379.72	Batteries for blue dump truck
Fairplay Auto Supply	12/18/2025	4.20	routine service charge
Fairplay Auto Supply	12/18/2025	6.74	fitting for shop air compressor
Fairplay Auto Supply	12/18/2025	20.69	Lights for sand spreader
Fairplay Auto Supply	12/18/2025	34.34	PD CAR 214
Fairplay Auto Supply	12/18/2025	49.53	oil change 2021 f250
Falcon Environmental Corp.	12/17/2025	463.69	Single Piston Vacuum Pump Repair Kit
Family Support Registry	12/12/2025	254.30	Pay Withholding Account 15890460
Family Support Registry	12/24/2025	254.30	Pay Withholding Account 15890460
FERGUSON WATERWORKS #1116	12/11/2025	1,269.00	Neptune Meters- Pilot Program
FERGUSON WATERWORKS #1116	12/26/2025	3,580.50	Neptune Meters- Pilot Program
Ferrellgas	12/12/2025	258.26	Water Treatment Plant Propane
FNF Construction Inc.	12/3/2025	38,854.57	Fairplay River Park FNF Pay App #8
Hardesty Engineering and Mapping, LLC	12/18/2025	3,910.00	On-Call Engineering Services - SRF Services/Etc
Hardesty Engineering and Mapping, LLC	12/18/2025	3,910.00	On-Call Engineering Services - SRF Services/Etc
Hardesty Engineering and Mapping, LLC	12/26/2025	4,335.00	On-Call Engineering Services Nov '25 - Multiple W/WW Projects
Hayes Poznanovic Korver LLC	12/12/2025	5,512.00	Water Plant Property/Certificates Purchase Legal Fees
Heart of The Rockies Radio	12/18/2025	500.00	Xmas Event Radio Ad
High Country Aqua Tech	12/12/2025	369.60	Water Treatment Chemicals
High Rockies Community School	12/3/2025	650.00	Kids Activities - Fall Festival
High Rockies Community School	12/3/2025	325.00	Kids Activities - A Real CO Christmas
Highline	12/12/2025	349.00	Monthly Fiber Town Hall
Highline	12/12/2025	149.95	Monthly Fiber PW Office
Highline	12/12/2025	196.00	Monthly Fiber 501 Main
Holiday Outdoor D&A@cor	12/18/2025	435.00	Replacement Xmas Tree Topper
HomeServe USA Corp	12/18/2025	1,636.55	HomeServe Water Line Coverage - Nov '25
Iron Mountain	12/26/2025	189.00	Off-Site Vital Monthly Records Storage Fee
Jeffery Miller	12/9/2025	532.00	Minor Subdivision Application Deposit Refund
JR & Co., Inc.	12/26/2025	5,675.00	501 Main Reroofing Project Pay App #4 - Retainage
Konica Minolta Premier Finance	12/26/2025	67.85	PD MFP Copier Monthly Lease Fee

Konica Minolta Premier Finance	12/26/2025	211.39	Events/PW MFP Copier Monthly Lease Fee
Konica Minolta Premier Finance	12/26/2025	197.55	Town Hall MFP Copier Monthly Lease Fee
Lexipol LLC	12/26/2025	3,278.44	2026 Annual LE Policy Manual Support
Murray Dahl Beery Renaud LLP	12/12/2025	343.75	Bluff's Land Banking Legal Fees - Bill Back to FP Land
Murray Dahl Beery Renaud LLP	12/12/2025	17,176.31	October '25 General Legal Counsel Expenses
ORourke Media Group	12/18/2025	345.00	Winter in the park Ad
ORourke Media Group	12/18/2025	117.50	Flume Ad Xmas Event
ORourke Media Group	12/18/2025	24.25	Legal Notice Ord No. 3
ORourke Media Group	12/18/2025	117.50	Flume Ad Christmas
ORourke Media Group	12/26/2025	20.64	Legal Notice - JR's Pizza Liquor License Hearing
ORourke Media Group	12/26/2025	242.58	Legal Notices - Ord. No. 9, Series of 2025
Park County School District RE-2	12/26/2025	5,000.00	Burro Days Funding - Theater Department
Patriot Portables Events LLC	12/26/2025	840.00	cohen portos + ball field portos
Patriot Portables Events LLC	12/26/2025	1,260.00	town hall portos
Patriot Portables Events LLC	12/26/2025	1,260.00	401 main portos
Patriot Portables Events LLC	12/26/2025	1,680.00	10/2 thru 10/30 & 10/31/ thru 11/28 beach portos
Plante & Moran, PLLC	12/18/2025	4,192.50	Accounting/Audit Services thru 11/30/2025
Plante & Moran, PLLC	12/18/2025	4,192.50	Accounting/Audit Services thru 11/30/2025
Plante & Moran, PLLC	12/26/2025	3,807.37	Accounting/Audit Services thru 12/16/2025
Plante & Moran, PLLC	12/26/2025	3,807.38	Accounting/Audit Services thru 12/16/2025
Postal Pros Southwest Inc.	12/3/2025	340.23	November Utility Bill Mailing Fees
Postal Pros Southwest Inc.	12/3/2025	136.25	Drinking Water Notice Mailing
Postal Pros Southwest Inc.	12/3/2025	136.25	November Announcements Mailing
Postal Pros Southwest Inc.	12/11/2025	422.74	Billing Date Postcard Mailing
Promark Industries	12/12/2025	1,499.12	24 Tahoe - Mount/Balance Tires
Sarah Ernst	12/15/2025	50.00	Ernst Monthly Cell Phone Reimbursement
Schmueser Gordon Meyer, Inc. dba SGM	12/5/2025	327.00	Engineering Services - Habitat Easement and DIA
Schmueser Gordon Meyer, Inc. dba SGM	12/5/2025	3,517.00	Bill Back - Steiner Miller Minor SD
Schmueser Gordon Meyer, Inc. dba SGM	12/10/2025	2,155.50	Impact Fee Services
Schmueser Gordon Meyer, Inc. dba SGM	12/10/2025	2,155.50	Impact Fee Services
Schmueser Gordon Meyer, Inc. dba SGM	12/10/2025	2,155.50	Impact Fee Services
Schmueser Gordon Meyer, Inc. dba SGM	12/10/2025	745.75	River Park Construction Mngt
Schmueser Gordon Meyer, Inc. dba SGM	12/15/2025	817.50	October General Engineering Services
Schmueser Gordon Meyer, Inc. dba SGM	12/15/2025	78.50	River Park Construction Mngt - Final Invoice
Schmueser Gordon Meyer, Inc. dba SGM	12/15/2025	191.00	Lazy Boy Minor Plat Finalization Expenses - Bill Back
Schmueser Gordon Meyer, Inc. dba SGM	12/15/2025	1,035.50	Pharmacy Professional Engineering Fees
Schmueser Gordon Meyer, Inc. dba SGM	12/15/2025	901.00	Stoinski Appeal Review Fees - Bill Back
Schmueser Gordon Meyer, Inc. dba SGM	12/15/2025	381.50	Water Plant Property Purchase - Survey Coordination
Schmueser Gordon Meyer, Inc. dba SGM	12/26/2025	5,661.75	Impact Fee Project Fees thru 12-6-2025
Schmueser Gordon Meyer, Inc. dba SGM	12/26/2025	5,661.75	Impact Fee Project Fees thru 12-6-2025
Schmueser Gordon Meyer, Inc. dba SGM	12/26/2025	654.00	GIS On-Call thru December 6, 2025
Schmueser Gordon Meyer, Inc. dba SGM	12/26/2025	817.50	General Engineering Services Thru 12-6-2025
Schmueser Gordon Meyer, Inc. dba SGM	12/26/2025	327.00	Sewer Design Criteria Manual Updates
Skaggs Public Safety Uniforms & Equipment	12/26/2025	164.54	Dezarae Peters Equipment
South Park Ace	12/18/2025	15.99	Water filter for town hall
South Park Ace	12/18/2025	14.99	blue dump truck maint
South Park Ace	12/18/2025	73.98	Wrap to cover old WW Pump
South Park Ace	12/18/2025	15.99	Sprayer Faucet for VC
South Park Ace	12/18/2025	29.98	Zip Ties to hang holiday lights on Poles
South Park Ace	12/18/2025	64.99	Ball Valve for Leaking Village Apt closet
South Park Ace	12/18/2025	900.80	Radar sign parts
South Park Ace	12/18/2025	7.98	Mouse traps for shop
South Park Ace	12/18/2025	26.97	locate paint
South Park Ace	12/18/2025	42.97	Trash bags for town trash cans
South Park Ace	12/18/2025	25.98	Shuttle Maint
South Park Ace	12/18/2025	27.75	wwtp
South Park Ace	12/18/2025	8.12	radar sign parts
South Park Ace	12/18/2025	65.55	to fix office sewer service line
South Park Ace	12/18/2025	94.42	radar sign parts
South Park Ace	12/18/2025	35.94	radar sign parts
South Park Ace	12/18/2025	1.99	Hanger for tools
South Park Ace	12/18/2025	29.98	Zip Ties to hang holiday lights on Poles
South Park Ace	12/18/2025	21.99	gloves for shop
South Park Ace	12/18/2025	39.96	shop supplies
South Park Ace	12/18/2025	9.24	radar sign parts
South Park Striping	12/12/2025	3,335.00	Street and Curb Painting - Hathaway, 6th and 8th

Summit County	12/9/2025	18,000.00	Park County Community Service 2025 Contribution
Tim Murphy	12/26/2025	481.62	Tim Murphy Work Clothes
Town of Alma	12/26/2025	3,110.00	3rd & 4th Qtr 2025 Citation income for Alma
Town of Fairplay	12/17/2025	161.70	1190 CR 16 PW Shop W&S 11/25
Town of Fairplay	12/17/2025	183.20	W&S Nov '25 501 Main Street
Town of Fairplay	12/17/2025	123.20	W&S Nov '25 1507 County Rd 16
UniFirst	12/26/2025	98.64	Safety Equipment Calibration Services
Utility Notification Center Of Colorado Inc.	12/12/2025	33.93	Utility Locates - Water
Utility Notification Center Of Colorado Inc.	12/12/2025	37.99	Utility Locates - Wastewater
Utopia Tire Service	12/12/2025	2,830.76	Transit Shuttle Tires
VectraBank	12/9/2025	35,727.03	Annual Interest Payment - Fairplay Sanitation District
VectraBank	12/9/2025	246,100.00	Annual Loan Payment - Fairplay Sanitation District
Wagner Equipment co.	12/12/2025	290.78	Equipment Hose Assembly
Wagner Equipment co.	12/12/2025	(1,500.00)	credit from invoice# S39W0809283
Wagner Equipment co.	12/12/2025	2,852.85	1000 Hours Service Fee for Backhoe
Wagner Equipment co.	12/15/2025	982.58	250 Hours Service Fee for skid steer
Warm Springs Consulting LLC	12/9/2025	5,750.00	WWTP Monthly ORC Services
Warm Springs Consulting LLC	12/9/2025	4,500.00	WTP Monthly ORC Services
Waste Connections	12/17/2025	1,158.00	Monthly Dumpster Service Fees
WEX Bank	12/18/2025	377.03	Police Officer Fuel Purchases Nov '25
Xcel Energy	12/15/2025	135.66	Fees
Xcel Energy	12/15/2025	711.42	1800 Beaver Creek
Xcel Energy	12/15/2025	18.88	945 Quarry
Xcel Energy	12/15/2025	178.55	901 1/2 Town Sign, 6th, 5th, 419 Front
Xcel Energy	12/15/2025	86.18	Fees
Xcel Energy	12/15/2025	5,150.88	1507 CTY Rd 16 & 22252 285
Xcel Energy	12/15/2025	212.59	Chlorinator & 200 2nd
Xcel Energy	12/15/2025	52.01	117 Silverheels, 747 Bogue, Beach
Xcel Energy	12/15/2025	251.64	311 Hwy 285 Unit MM 33
Xcel Energy	12/15/2025	765.77	501 Main
Xcel Energy	12/15/2025	1,192.49	901 Main
Xcel Energy	12/15/2025	129.60	1190 Castello
Xcel Energy	12/15/2025	86.18	Fees
Xcel Energy	12/17/2025	2.63	47001 Hwy 9 Sign
		<u>\$ 518,853.51</u>	



To: Mayor and Board of Trustees

From: Janell Sciacca, Town Administrator

Date: January 5, 2026

RE: Consent Calendar Items – Resolution No. 1 and No. 2, Series of 2026

BACKGROUND/ANALYSIS

Every year in January the Town sets forth the public places where the Town's meeting notices will be posted in accordance with Colorado Open Meetings law. Resolution No. 1, Series of 2026, designates Town Hall, Prather's Market, the Library, the Visitor Center and the Town website as the locations at which all meeting notices shall be posted. These are the same locations that were utilized in 2025 and Staff is not recommending any new or different locations.

Resolution No. 2 is a new resolution that Staff is requesting the Board approve and it sets forth the official legal holidays that will be observed by the Town in 2026.

RECOMMENDATION

By separate motion, Staff recommends:

Adoption of Resolution No. 1, Series of 2026, as presented establishing the designated public places for the posting of Town of Fairplay Meeting notices for calendar year 2026.

Adoption of Resolution No. 2, Series of 2026, as presented approving legal holidays that will be observed by the Town of Fairplay for calendar year 2026.

Attachments:

- Resolution No. 1, Series of 2026
- Resolution No. 2, Series of 2026

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 1
(Series 2026)**

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.

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

WHEREAS, the Board of Trustees of the Town of Fairplay wishes to continue providing public notice to its citizens at several convenient locations while also adopting the schedule of regular meetings for the calendar year 2026.

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

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

1. Town of Fairplay Website (www.fairplayco.us);
2. Fairplay Town Hall located at 901 Main Street;
3. Fairplay Visitor Center located at 5010 Main Street;
4. Park County Library located at 400 Front Street; and
5. Prather’s Market located at 301 US Highway 285.

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

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

Section 4: This Resolution shall become effective upon adoption.

RESOLVED, APPROVED AND ADOPTED THIS 5th DAY OF JANUARY, 2026.

TOWN OF FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 2
(Series of 2026)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO SETTING FOR THE OBSERVED HOLIDAYS FOR THE TOWN OF FAIRPLAY FOR CALENDAR YEAR 2026.

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

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

WHEREAS, the Town desires to set forth the holidays that will be observed in calendar year 2026 and result in the closure of Town offices, except the Fairplay Police Department; and

WHEREAS, per Fairplay Municipal Code Sec. 2-2-60, regular meetings of the Board of Trustees will not be held on legal holidays.

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

Section 1. The Board of Trustees hereby adopts the 2026 Observed Legal Holidays attached hereto as "**Exhibit A**" and authorizes the cancellation of any regular Board meetings that fall on legal or adopted holidays and the closure of Town offices and Departments, with the exception of the Fairplay Police Department.

Section 2. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and ADOPTED this 5th day of January, 2026.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk



To: Mayor and Board of Trustees

From: Janell Sciacca, Town Administrator

Date: January 5, 2026

RE: Consent Calendar Item – Resolution No. 3, Series of 2026

BACKGROUND/ANALYSIS

For 2026, Staff is presenting recommendations for approval of the positions and pay ranges for Staff for 2026.

During budget discussions, the Board approved a 3% Cost of Living increase for Staff, but no changes were recommended or approved for the ranges. Staff maintains its position that there are no changes to the currently adopted ranges, but is recommending the following changes / added positions and two new ranges:

1. Change of title for Streets & Utilities Superintendent to Public Works Supervisor.
As the Board is aware, Alex Wagner who was serving as a Special Projects Coordinator and liaison for our Building Official, has moved over to take assume management and supervision of the four PW Maintenance Techs in duties related to Streets, Utilities, Park and Facilities. Only the title of the position is changing and there is no recommended change to the range.
2. Addition of Transit Driver with recommended range of 50,000 to 67,860.
The Town currently employs one FT Transit Driver with benefits and one PT Driver without benefits. Both are currently paid a little over \$24.00/hour, which is in line with other entities that employ both FT and PT employees and this will formalize the position and range.
3. Addition of an Assistant/Deputy Town Administrator with range of 75,836 to 97,677.
I would like to begin the process of trying to hire someone to step into the role of Town Administrator one day when I do decide to retire. At this time, I have no set date in mind, but finding someone to come in and work alongside me for several years and learn the organization inside and out is what I would seek to do and am requesting the Board's concurrence and approval to begin the selection process. If you recall, \$75,000 was included for a Treasurer and I propose to use that funding for this

position. This will be an extensive process, and the Board will be involved in the interview and selection process.

I have also included a payroll calendar for 2026 that will be approved and formalized alongside the positions and ranges with adoption of Resolution No. 3. This is more informative but does set forth the start and end dates of payroll weeks and the actual pay dates. It is provided to Department Heads as a tool for tracking timesheet submittal and approval deadlines and also to employees, so they are aware of exact pay dates. These are the dates that the Board members will also be paid for meetings attended that fall within each of the pay periods.

RECOMMENDATION

Adopt Resolution No. 3, Series of 2026, as presented approving the 2026 Town of Fairplay employment positions with changes recommended by Staff and associated payroll schedule.

Attachments:

- Resolution No. 3, Series of 2026

2026 ADOPTED POSITIONS AND RANGES FOR THE TOWN OF FAIRPLAY, CO

(No range changes proposed for 2026. "*" signifies change in title or added position with CML 2025 Compensation Report range data)

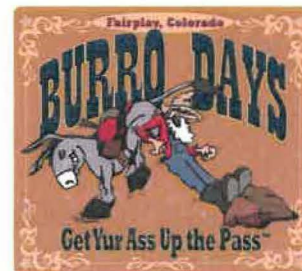
Department	Job Code	Job Title	Min	Mid	Max	\$ Range	# FTEs	Avg Base Salary
Public Works	PW_Maint_Tech_I	Public Works WW Op Pks, Bldgs & Grnds Maint, Tech I	44,000	50,000	56,000	12,000	1	45,000
Administration	SA Asst_Admin Tech	Special Events Assistant/Administrative Tech	45,000	51,000	57,000	12,000	0	
Public Works	PW_Maint_Tech_II	Public Works WW Op Pks, Bldgs & Grnds Maint Tech II	46,300	54,000	61,700	15,400	2	51,500
Public Works	Spec_Event_Coord	Special Event Coordinator	48,300	56,000	62,500	14,200	1	56,000
Administration	Deputy_Town_Clerk	Deputy Town Clerk/Municipal Court Clerk	48,300	56,000	62,500	14,200	1	59,410
Public Works	Crew_Chief	Crew Chief	59,800	66,200	72,100	12,300	1	66,950
Transit	Transit_Driver*	Transit Driver	50,000	58,775	67,860	17,860	1	51,417
Administration	Special_Projects_Coord	Special Projects Coordinator	60,800	65,475	70,150	9,350	0	
Police Department	Police_Officer	Police Officer I	72,600	77,850	84,500	11,900	5	77,108
Administration/Finance	Treasurer	Treasurer	73,500	78,200	87,000	13,500	0	
Public Works	PW_Supervisor*	Public Works Supervisor	75,000	86,259	88,900	13,900	1	75,000
Administration	Town_Clerk	Town Clerk	69,500	77,500	82,400	12,900	0	
Police Department	General_Crimes_Det	General Crimes Detective	75,000	86,500	95,000	20,000	0	
Police Department	Police_Sergeant	Police Sergeant	81,000	88,750	99,200	18,200	3	84,975
Administration	Asst_Town_Admin*	Assistant/Deputy Town Administrator	75,836	89,561	97,677	21,841	0	
Police Department	Chief_Police	Chief of Police	100,180	107,000	120,200	20,020	1	111,394
Administration	Town_Admin	Town Administrator	102,100	109,900	125,000	22,900	1	114,330

2026 Town of Fairplay/ADP Payroll Calendar

Week Number	Week Number Start Date	Week Number End Date	ADP and Federal Reserve Holidays
1	Pay Day	Thursday, January 1, 2026	<i>Thursday, January 1, 2026 - ADP and Federal Reserve are closed</i>
2	Friday, January 2, 2026	Thursday, January 8, 2026	
3	Friday, January 9, 2026	Thursday, January 15, 2026	
4	Friday, January 16, 2026	Thursday, January 22, 2026	<i>Monday, January 19, 2026 - Federal Reserve is closed. Most banks closed</i>
5	Friday, January 23, 2026	Thursday, January 29, 2026	
6	Friday, January 30, 2026	Thursday, February 5, 2026	
7	Friday, February 6, 2026	Thursday, February 12, 2026	
8	Friday, February 13, 2026	Thursday, February 19, 2026	<i>Monday, February 16, 2026 - Federal Reserve is closed. Most banks closed</i>
9	Friday, February 20, 2026	Thursday, February 26, 2026	
10	Friday, February 27, 2026	Thursday, March 5, 2026	
11	Friday, March 6, 2026	Thursday, March 12, 2026	
12	Friday, March 13, 2026	Thursday, March 19, 2026	
13	Friday, March 20, 2026	Thursday, March 26, 2026	
14	Friday, March 27, 2026	Thursday, April 2, 2026	
15	Friday, April 3, 2026	Thursday, April 9, 2026	
16	Friday, April 10, 2026	Thursday, April 16, 2026	
17	Friday, April 17, 2026	Thursday, April 23, 2026	
18	Friday, April 24, 2026	Thursday, April 30, 2026	
19	Friday, May 1, 2026	Thursday, May 7, 2026	
20	Friday, May 8, 2026	Thursday, May 14, 2026	
21	Friday, May 15, 2026	Thursday, May 21, 2026	
22	Friday, May 22, 2026	Thursday, May 28, 2026	<i>Monday, May 25, 2026 - ADP and Federal Reserve are closed</i>
23	Friday, May 29, 2026	Thursday, June 4, 2026	
24	Friday, June 5, 2026	Thursday, June 11, 2026	
25	Friday, June 12, 2026	Thursday, June 18, 2026	
26	Friday, June 19, 2026	Thursday, June 25, 2026	<i>Friday, June 19, 2026 - ADP and Federal Reserve are closed</i>
27	Friday, June 26, 2026	Thursday, July 2, 2026	
28	Friday, July 3, 2026	Thursday, July 9, 2026	<i>Friday, July 3, 2026 - ADP is closed. Federal Reserve is open. Most banks open</i>
29	Friday, July 10, 2026	Thursday, July 16, 2026	
30	Friday, July 17, 2026	Thursday, July 23, 2026	
31	Friday, July 24, 2026	Thursday, July 30, 2026	
32	Friday, July 31, 2026	Thursday, August 6, 2026	
33	Friday, August 7, 2026	Thursday, August 13, 2026	
34	Friday, August 14, 2026	Thursday, August 20, 2026	
35	Friday, August 21, 2026	Thursday, August 27, 2026	
36	Friday, August 28, 2026	Thursday, September 3, 2026	
37	Friday, September 4, 2026	Thursday, September 10, 2026	<i>Monday, September 7, 2026 - ADP and Federal Reserve are closed</i>
38	Friday, September 11, 2026	Thursday, September 17, 2026	
39	Friday, September 18, 2026	Thursday, September 24, 2026	
40	Friday, September 25, 2026	Thursday, October 1, 2026	
41	Friday, October 2, 2026	Thursday, October 8, 2026	
42	Friday, October 9, 2026	Thursday, October 15, 2026	<i>Monday, October 12, 2026 - Federal Reserve is closed. Most banks closed</i>
43	Friday, October 16, 2026	Thursday, October 22, 2026	
44	Friday, October 23, 2026	Thursday, October 29, 2026	
45	Friday, October 30, 2026	Thursday, November 5, 2026	
46	Friday, November 6, 2026	Thursday, November 12, 2026	<i>Wednesday, November 11, 2026 - Federal Reserve is closed. Most banks closed</i>
47	Friday, November 13, 2026	Thursday, November 19, 2026	
48	Friday, November 20, 2026	Thursday, November 26, 2026	<i>Thursday, November 26, 2026 - ADP and Federal Reserve are closed</i>
49	Friday, November 27, 2026	Thursday, December 3, 2026	
50	Friday, December 4, 2026	Thursday, December 10, 2026	
51	Friday, December 11, 2026	Thursday, December 17, 2026	
52	Friday, December 18, 2026	Thursday, December 24, 2026	
53	Thursday, December 24, 2026		<i>Friday, December 25, 2026 - ADP and Federal Reserve are closed</i>



Town of Fairplay/Burro Days Funding Request Application



The Town of Fairplay is donating a portion of the proceeds from the Burro Days event in 2025 to the South Park Schools. Since 2005 Burro Days proceeds totaling \$153,377 have been donated to the school through the funding process that is explained in this application.

While Burro Days was run by a group of volunteers for the first 65 years, it is now run by the Town of Fairplay and preparing to celebrate our 77th year! When the funding process began those that were funded were asked to volunteer for the event because we use more than 100 volunteers throughout the weekend. We have seen volunteerism dwindle by quite a bit over the years and would like to build that up again by asking for more involvement from the school district, staff and students.

This application is open to all staff at Park County School District Re-2 who have a need for a project or supplies that will not be covered by another funding source. Please complete the application in its entirety so that the Town of Fairplay can make an informed decision about your funding request.

All applications should be turned in to the school Admin office by end of day on 11/20/25. School Administration will review the applications and pass them on to the Town for review and decision making. Applicants that receive funding will be notified in early December with instructions on how to proceed.

If you have questions please contact Kelsey Sprys at the Town of Fairplay, 719-839-6119 or email, ksprys@fairplayco.us.

Previously funded projects or supplies include but are not limited to the following:

Wilderness First Aid Class	Exam Fees
Spanish Books	Lava Rox
Archery Equipment	Playground Equipment
Bookshelves	Upgrade Weather Station
Standing Student Desks	Great Chicago Fire Books
Flashmasters	Chromebooks
Art Supplies	Graphing Calculators
Basketballs	Data Sensors
Infrared Thermometer	Vision Screening Equipment
Signage	Music Instruments
STEM & Science Materials	Career & Technical Education Program
Keystone Science School	Algebra II Text Books
ETE Mascot	AAA Batteries
Sensory Room Supplies	Medical Supplies
Ipad/Kindle Covers	Area Rug
Native American Novels	Shakespeare Novels
Dry Erase Board	Graphic Arts Computer
Stocking Reward Store	Pocket Chart Holder

APPLICATION

Date of Request: 11/20/2025 Name: Ali Springer

Position at School: SPTS Theater Arts Teacher

Organization if applicable: SPTS/MS Theater Arts

Phone: 719-836-4409 ~~Ext 456~~ Email: ali.Springer@parkcountyre2.org

Amount of Request: \$ 5,000

Are you seeking funds from any other source? If so, please explain:

seeking Funds from the school district and previous fund raising in the 2023/24 school year.

How many students will your project benefit? 12-22 each semester, Schoolwide, 500+

Project or purpose for which you are requesting funds (please be very specific and feel free to attach information). The more information you provide the easier it will be for us to understand what your needs are. Thank you.

The SPTS Theater Arts program is in need of new lights for our stage space. Lighting is an important element to tie together theatrical stories. Lighting is also a great skill for students to practice storytelling and scene building. On a much larger scale our Theater space is utilized for assemblies, band concerts, and other organizations to gather and show case their skills. A proper lighting system helps our school better display our student skills and spotlight student achievements. Having the proper lighting set up ensures we can more confidently showcase our school's projects and programs. We appreciate your consideration.

Quasi-Judicial Hearings (Land Use Hearings, Liquor License Hearings, Board of Adjustment, etc. – non-legislative – generally will be in reaction to an application being filed with the Town and when the Town Board is acting as a “Judge”)

1. Read the Mayor’s opening statement included in your packet. This opens the public hearing.
2. Have staff present the application and staff report.
3. Ask the applicant to present its case.
4. Ask for Public comment in favor of the application.
5. Ask for public comment in opposition to the application.
6. Ask if the applicant would like to present any rebuttal evidence.
7. Ask the Board if they have questions of the applicant or staff.
8. The Board can now deliberate if you feel there are going to be questions of the applicant or staff during deliberation you may choose to keep the public hearing open during this time.

OR

You may now close the hearing and ask the Board to deliberate.

9. At the end of deliberation, you should ask for a motion to continue, approve or deny the application.



To: Mayor and Board of Trustees

From: Janell Sciacca, Town Administrator/Twon Clerk

Date: January 5, 2026

RE: Public Hearing Item A –Application from J.R.s Pizza Place, LLC for New Hotel and Restaurant License for J.R.’s Pizza Place to be located at 297 ½ US Hwy 285

BACKGROUND/ANALYSIS

As the Local Licensing Authority for the Town of Fairplay, the Board of Trustees is granted authority to review and approve applications for Liquor Licenses. Staff is presenting an application from J.R.’s Pizza Place, LLC for a new Hotel and Restaurant license for J.R.’s Pizza Place which will be located at 297 ½ US Hwy 285.

Josiah and Rebeca Renz, managing members of J.R.’s Pizza Place, LLC, submitted a Colorado Liquor Retail License Application for Concurrent Review to the Town of Fairplay on December 1, 2025. In Colorado, Concurrent Review is a process where the State Licensing Authority (DOR) conducts a review of the application prior to the Local Licensing Authority’s public hearing and approval. DOR then advises The Town Clerk’s Office of conditional approval pending the Local Licensing Authority’s approval. This process requires an extra \$100.00 fee to be paid to the State and can reduce the time from application to issuance of a license by 30-45 days.

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.

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 business with liquor licenses that are in close proximity to the South Park High School campus.
2. The applicant has possession of the premises via a signed Lease Agreement in the name of the applying entity.

3. The prior tenant operated as a restaurant and possessed a Liquor License for the subject premises. Under the Commercial Zoning at this location, Bars, Drinking Establishments and Restaurants are all permitted uses.
4. 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.
5. The applicant was required to submit petitions with 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. Results of the signatures on the petitions are as follows:
 For = 25
 Against = 0
 10 of the signatures 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, but all signatures were from “locals” and none from visitors or non-locals.
6. The applicant is already in possession of a Town Business License for the food truck that is located in front of the building that is under currently under renovation.
7. Both managing members have submitted to background investigation and no negative findings have been received, which is an indication they are both of good moral character.
8. 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.
9. All fees have been paid to both the State of Colorado and the Town of Fairplay.

Because the subject premises is under renovation, the applicant has been advised that upon approval and upon receipt of the State license, the Clerk’s Office will hold both licenses until the Town Building Official issues a Certificate of Occupancy or provides other official and satisfactory evidence that the premise renovations have been completed and the building can be opened to the public.

RECOMMENDATION

Staff recommends that following Public Hearing, the Board of Trustees “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.

Attachments:

- Colorado Liquor Retail License Application Form DR8404
- Diagram of Premises
- Secretary of State Filings (Certificate of Good Standing & Articles of Incorporation)
- Petition Signature Pages Supporting Application and Proving Needs and Desires

DR 8404 (08/08/24)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Colorado Liquor Retail License Application

* Note that the Division will not accept cash ☐ Paid by Check Date Uploaded to MoveIt

☐ Paid Online

12/2/25

☒ New License ☐ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor

Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other
☐ Corporation ☐ Partnership (includes Limited Liability and Married Couple Partnerships)

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

JRS Pizza Place LLC

FEIN Number

93-3860155

State Sales Tax Number

96003988-0000

Trade Name of Establishment (DBA)

J.R.'s Pizza Place

Business Telephone

970-470-2491

Address of Premises (specify exact location of premises, include suite/unit numbers)

297 1/2 Hwy 285

City

Fairplay

County

Park

State

CO

ZIP Code

80440

Mailing Address (Number and Street)

PO Box 5

City or Town

Fairplay

State

CO

ZIP Code

80440

Email Address

JRS Pizza Place@gmail.com

If the premises currently has a liquor or beer license, you **must** answer the following questions.

Present Trade Name of Establishment (DBA)

Present State License Number

Present Class of License

Present Expiration Date

Section A Nonrefundable application fees***28**

- ☐ 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*

- ☐ Add Optional Premises to H & R\$100.00 X Total
- ☐ Add Sidewalk Service Area.....\$75.00
- ☐ Arts License (City).....\$308.75
- ☐ Arts License (County)\$308.75
- ☐ Beer and Wine License (City).....\$351.25
- ☐ Beer and Wine License (County).....\$436.25
- ☐ Brew Pub License (City).....\$750.00
- ☐ Brew Pub License (County).....\$750.00
- ☐ Campus Liquor Complex (City)\$500.00
- ☐ Campus Liquor Complex (County)\$500.00
- ☐ Campus Liquor Complex (State)\$500.00
- ☐ Club License (City).....\$308.75
- ☐ Club License (County).....\$308.75
- ☐ Distillery Pub License (City).....\$750.00
- ☐ Distillery Pub License (County)\$750.00
- ☒ Hotel and Restaurant License (City).....\$500.00
- ☐ Hotel and Restaurant License (County)\$500.00
- ☐ Hotel and Restaurant License with one optional premises (City).....\$600.00
- ☐ Hotel and Restaurant License with one optional premises (County).....\$600.00

Section B Liquor License Fees* (Continued)

☐ Liquor-Licensed Drugstore (City).....	\$227.50
☐ Liquor-Licensed Drugstore (County).....	\$312.50
☐ Lodging Facility License (City).....	\$500.00
☐ Lodging Facility License (County)	\$500.00
☐ Manager Registration - H & R	\$30.00
☐ Manager Registration - Tavern	\$30.00
☐ Manager Registration - Lodging & Entertainment	\$30.00
☐ Manager Registration - Campus Liquor Complex	\$30.00
☐ Optional Premises License (City)	\$500.00
☐ Optional Premises License (County)	\$500.00
☐ Racetrack License (City)	\$500.00
☐ Racetrack License (County)	\$500.00
☐ Resort Complex License (City).....	\$500.00
☐ Resort Complex License (County).....	\$500.00
☐ Related Facility - Campus Liquor Complex (City).....	\$160.00
☐ Related Facility - Campus Liquor Complex (County)	\$160.00
☐ Related Facility - Campus Liquor Complex (State)	\$160.00
☐ Retail Gaming Tavern License (City)	\$500.00
☐ Retail Gaming Tavern License (County).....	\$500.00
☐ Retail Liquor Store License - Additional (City).....	\$227.50
☐ Retail Liquor Store License - Additional (County).....	\$312.50
☐ Retail Liquor Store (City)	\$227.50

Section B Liquor License Fees* (Continued)

☐ Retail Liquor Store (County).....	\$312.50
☐ Tavern License (City).....	\$500.00
☐ Tavern License (County).....	\$500.00
☐ Vintners Restaurant License (City).....	\$750.00
☐ 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/husband and wife partnership (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
Thomas French / T French Properties	JRS Pizza Place	05/31/2025

- 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 iLothwell		First Name Kent	
Date of Birth (MM/DD/YY) [REDACTED]	FEIN or SSN Number [REDACTED]	Interest/Percentage 9%	
Last Name		First Name	
Date of Birth (MM/DD/YY)		FEIN or SSN Number	
Interest/Percentage			
Last Name		First Name	
Date of Birth (MM/DD/YY)		FEIN or SSN Number	
Interest/Percentage			
Last Name		First Name	
Date of Birth (MM/DD/YY)		FEIN or SSN Number	
Interest/Percentage			

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 LLDS 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

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

Type of License

Account Number

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)	
Josiah Renz				
Street Address				
668 CR 4				
City	State	ZIP Code	Position	% Owned
Fairplay	CO	80440	owner	45 45

Name			Date of Birth (MM/DD/YY)	
Rebeca Renz				
Street Address				
668 CR 4				
City	State	ZIP Code	Position	% Owned
Fairplay	CO	80440	owner	46 46

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

Title

Josiah Renz

Owner

Authorized Signature

Date (MM/DD/YY)

[Signature]

03/21/25

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

Date application filed with local authority

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

12/1/25

1/5/26

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.**

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

Town of Fairplay

719-836-2622

Printed Name

Title

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature

Date (MM/DD/YY)

DR 8495 (02/16/24)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Joshua Renz

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

JRS Pizza Place LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

JRS Pizza Place LLC

Social Security Number/Tax Identification Number

93-3860155

Home Phone Number

Business/Work Phone Number

970-470-2491

Street Address

297 1/2 Hwy 285

City

Fairplay

State

CO

ZIP Code

80440

Printed name of person signing on behalf of the Applicant/Licensee

Josiah Reaz

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

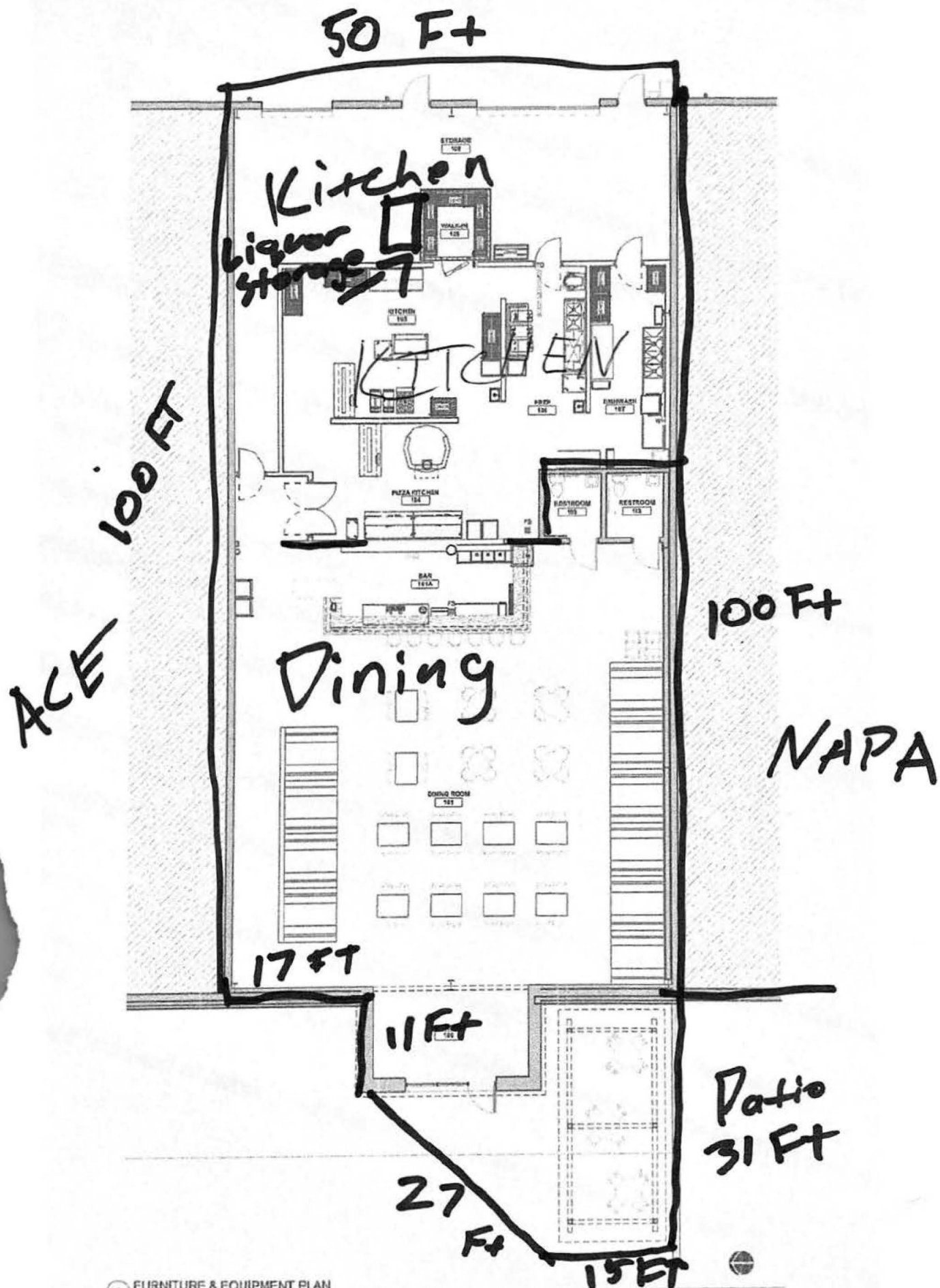


Date Signed

03/21/25

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

J.R.'s Pizza Place LLC

is a

Limited Liability Company

formed or registered on 08/31/2023 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20231916284 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/20/2025 that have been posted, and by documents delivered to this office electronically through 03/21/2025 @ 14:01:13 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/21/2025 @ 14:01:13 in accordance with applicable law. This certificate is assigned Confirmation Number 17121020 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is J.R.'s Pizza Place LLC

The principal office street address is 110 Platte View Dr
Fairplay CO 80440
US

The principal office mailing address is PO Box 5
Fairplay CO 80440
US

The name of the registered agent is Josiah Renz

The registered agent's street address is 110 Platte View Dr
Fairplay CO 80440
US

The registered agent's mailing address is PO Box 5
Fairplay CO 80440
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

Josiah Renz
110 Platte View Dr
Fairplay CO 80440
US

Rebeca Renz
110 Platte View Dr
Fairplay CO 80440
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Josiah Renz
110 Platte View Dr
Fairplay CO 80440
US

Rebeca Renz
110 Platte View Dr
Fairplay CO 80440
US

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 exiting 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) 233-2222

Application/DBA Name: J.R.'s Pizza Place
General Site Location: 297 1/2 US Hwy 285
Type of License applied: Hotel and Restaurant
Public Hearing Date before the Board of Trustees: January 5, 2026
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>Abigail Elliott</i> 21980 US HWY 285 #72	R	23	12-19-25	✓		
2	<i>Jennifer Johnson</i> 124 Woolly Worm Lane Fairplay	R	46	12/19/25	X		Love JR's!!
3	<i>Bryan Conner</i> 43 Sanderling Ct.	BO	52	12/20	✓		
4	<i>ALAN Thompson</i> 143 Reinecker Ct	R	56	12/20	✓		
5	<i>Jason Laddy</i> 330 2nd St. Fairplay CO 80440	R	31	12/20	✓		
6	<i>Mackenzie Russo</i> 1892 MULLENVILLE TRD, FAIRPLAY, CO 80440	R	33	12/20	✓		
7	<i>Martin L. Craig III</i> 464 CR 4 Alma, CO 80420	R	47	12/20	✓		
8	<i>Molly Bagle</i> 5732 Timbertine Terrace	R	36	12/20	✓		

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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	Steve Ragle Steve Ragle 5732 Timberline Terrace	BO	29	12/20	X		I love pizza and beer
2	Randy Ragle 254 County Rd. 14A Fairplay, CO	R	68	12/20	X		Support business
3	Jenae Nixon 2690 Hwy 9 Hartree	BO	34	12/20	X		Pizza & drinks are A++ more \$\$ for JRs
4	Stephanie Jordan Stephanie Jordan 47 June Grass Ct. 80440	R	42	12/20	X		Support Business
5	Travis Sirhal 1585 coil Dr. Fairplay CO 80440	R	35	12/20	X		awesome folks!!
6	Ashley Gironde 1691 River Drive Alma, CO 80424	R	37	12/21	X		Support small business
7	Jen Hiesterman 29 Serenity Ct	R	39	12/22	X		
8	Blum Borker	R/BO	52	12/22	X		LOVE PIZZA, WE NEED more REST.

Instructions/Qualifications

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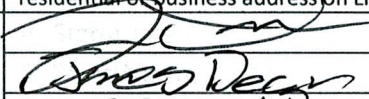
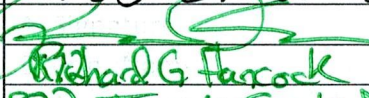
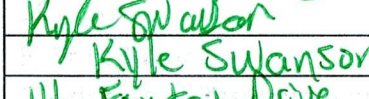
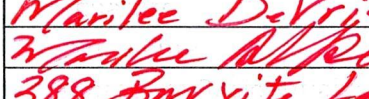
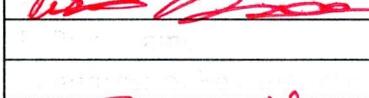
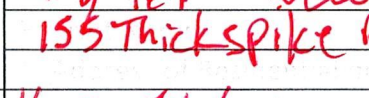
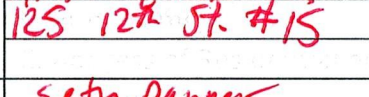
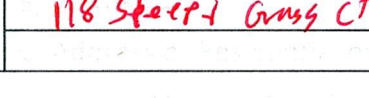
Application/DBA Name: J.R.'s Pizza Place

General Site Location: 297 1/2 US Hwy 285

Type of License applied: Hotel and Restaurant

Public Hearing Date before the Board of Trustees January 5, 2026

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

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1	 James Dean 1733 Coit Dr 80440	R	56	12/22/25	✓		
2	 Richard G Hancock 812 Tent Creek Dr.	4	34	12/22/25	✓		
3	 Kyle Swanson 111 Fox tail Drive	R	33	12/22/25	✓		
4	 Marilee DeVries 388 Barxite Lane	R		12/26	✓		
5		BO	26	12/24/25	✓		
6	 Tyler Newby 155 Thickspike Rd	R	45	12/27	✓		
7	 Hank Jordan 125 12th St. #15	R	28	12/27	✓		
8	 Seth Danner 118 Street Guss Ct	R	36	12/28	✓		

Instructions/Qualifications

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the reasonable requirements of the adult Inhabits of the defined neighborhood are NOT now being adequately served by exiting 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

Application/DBA Name: J.R.'s Pizza Place
 General Site Location: 297 1/2 US Hwy 285
 Type of License applied: Hotel and Restaurant
 Public Hearing Date before the Board of Trustees: January 5, 2026
 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	Ryan Swanson Ryan Swanson P.O. Box 2201 Fairplay CO 80440	R	35	12/28/25	yes		
2							
3							
4							
5							
6							
7							
8							



To: Mayor and Board of Trustees

From: Janell Sciacca, Town Administrator

Date: January 5, 2026

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

BACKGROUND/ANALYSIS

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

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

RECOMMENDATION

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

Attachments:

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

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 4
(Series of 2026)**

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

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

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

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

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

SECTION 1.

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

RESOLVED, APPROVED, AND ADOPTED this 5th day of January, 2026.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

USE AGREEMENT

THIS AGREEMENT entered into this 5th day of January, 2026, by and between the **TOWN OF FAIRPLAY, COLORADO**, a statutory town and municipal corporation, hereinafter referred to as “Town”, and the **SOUTH PARK FOOD BANK**, hereinafter referred to as “User”.

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

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

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

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

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

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

REMAINDER OF PAGE LEFT BLANK

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

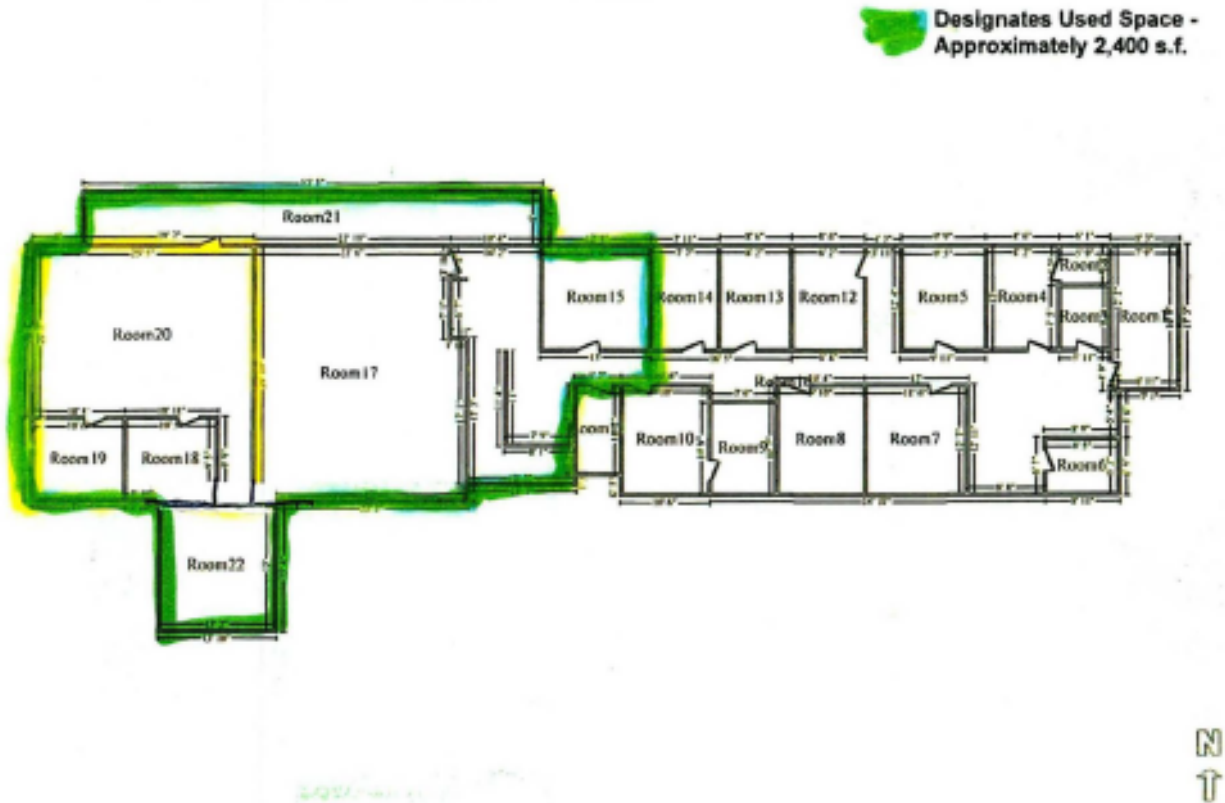
TOWN OF FAIRPLAY ("Town")

Frank Just, Mayor

SOUTH PARK FOOD BANK("User")

By: _____
Name: _____
Title: _____

EXHIBIT A





To: Mayor and Board of Trustees

From: Janell Sciacca, Town Administrator

Date: January 5, 2026

RE: New Business Item B. – SPHSD Therapy Building Sidewalks at 540 Front Street

BACKGROUND/ANALYSIS

The South Health Services District acquired the building at 540 Front Street in 2025 for a Physical Therapy and Rehabilitation Facility. The Board of Trustees approved a Certificate of Appropriateness for exterior renovations, paved parking and landscaping improvements at its regular meeting held on July 7, 2025. The submitted application did not anticipate or address sidewalk improvements.

SPHSD Board member and architect Charlie Schultz has been working with the Building Department on the improvements and came to Town Hall to request direction on engineering and installation of the sidewalk as well as discuss payment for the improvements. At our last discussion, I advised Mr. Schultz that this was something the Board of Trustees should have seen during the COA application, but that I would schedule it to be discussed at the January 6 meeting. Mr. Schultz has submitted the attached letter for the Board's information and consideration. This matter raises a larger question that Staff is seeking direction on from the Board, which is how would you like Staff to proceed on these issues as there are more on the horizon.

The Water Conservancy District was required to install the decorative sidewalks that are seen in the first photograph in Schultz's packet at its expense. Staff has previously been provided direction that this is the design the Board wants to see throughout Front Street, but Staff has received some negative feedback from business / property owners as to the expense, safety and functionality of these sidewalks. Therefore, Staff is seeking clarification on this design before moving ahead to begin any formal plans for Front Street.

Once a design is formalized, Staff is seeking approval to have the Town Engineer firm of SGM to provide a proposal for overall design plans for all of Front Street that would be used for:

1. Applying for grants for a comprehensive project; and
2. Guiding individual project installations such as the Therapy building.

As was previously mentioned, Staff has received negative comments on the expense of the decorative sidewalks as well as the responsibility for the expense. Therefore, Staff is seeking guidance on development of a sidewalk plan specifically for commercial applications and needs direction from the Board on who is to pay for the improvements.

The Public Works Manual is written as follows:

Section 2.07: “Sidewalks are required on both sides of Collector and Local Residential-Higher Volume streets unless special circumstances warrant the Board of Trustees to specifically waive the installation in writing. Sidewalks shall be at least four feet (4') wide in residential areas and eight feet (8') wide in commercial areas. Collector streets and Local Residential-Higher Volume shall have vertical curb and gutter and attached sidewalk. Design of streets in commercial and industrial areas shall be approved by the Board of Trustees. Sidewalks are not required on Local Residential streets. Construction of sidewalks shall be to specifications set by the Board of Trustees through their designated representatives. All sidewalks shall be ramped at all street intersections or other pedestrian crossing areas. The design and construction of sidewalk ramps must meet current applicable requirements of the "Americans with Disabilities Act" (ADA).”

Section 4.05: “All street improvements described in the Town of Fairplay Public Works Manual are the financial responsibility of the subdivider, subject to the provisions of the Town of Fairplay Public Works Manual, unless specifically exempted through written agreement with the Board of Trustees.”

Past Town Administration did not require installation of street improvements for many commercial activities and many current property owners, and most likely future property owners, do/will not feel it is their responsibility or that they should be penalized for past decisions of the Town. Therefore, Staff seeks guidance from the Board on requiring installation, repair, or replacement specifically for commercial activities and further guidance on responsibility of the associated costs. This subject will continue to come up as properties on Front Street are sold and new businesses come to the Town for licensing and permits.

Staff will be seeking out grants as possible for replacement and installation of sidewalks down Front Street. However, unless funding is received, Staff will need to be able to provide guidance on this matter to individual business and property owners. Therefore, Staff appreciates any guidance and direction from the Board on this matter.

Staff also seeks Board approval of the proposal from SPHSD for 540 Front Street.

Attachments:

- December 29, 2025 SPHSD Letter/Packet



December 29, 2025

Town of Fairplay
Mayor & Board of Trustees
901 Main Street
Fairplay, Colorado 80440

Re: Sidewalk at 540 Front Street

Attention Mayor Just and Fairplay Board of Trustees;

South Park Health Service District purchased 540 Front Street and remodeled the existing structure into a modern, ADA code compliant Physical Therapy facility. The investment in the purchase and remodeling will exceed \$750,000.00. 540 Front Street is the only Facility in the 500 block that does not have a hard surface sidewalk in front of it.

The new floor plan of the Physical Therapy located the new reception area at the west side of the existing building with a sidewalk to Front Street. Early in the project of remodeling I met with the Fairplay Public Works person and Devin with SGM, to determine the grades of the future sidewalk to be constructed in front of 540 Front Street. I was told that there had been grades recorded along Front Street for a new design of the sidewalk, but the design had not been completed to the point that they could not tell me what the grade of the sidewalk at 540 Front Street would be. They could not give me a date when the design would be completed and approved by the Town. It was agreed that since the grades were not determined that I should construct the sidewalk between the new entrance of the Physical Therapy and the edge of Front Street to accommodate a 6" curb at the street. This would match the sidewalk recently constructed on the corner of Front and 6th Street. It was also agreed to stop the sidewalk of the 540 Front Street property 6' short of the property line. This would allow flexibility of meeting the grades of the new sidewalk along the edge of Front Street. The remaining approach from the street would be the existing chat/gravel surface. I have contacted the Town numerous times regarding if the design of the sidewalk along Front Street had been completed and was told it still was not completed. The sidewalk from the new front entrance to within 6' of the property has been constructed as agreed upon between the Town Public works person and Devin with SGM.

A recent visit to the site by the provider of services of the Physical Therapy Facility raised the question of what was going to be done about a sidewalk from the edge of the sidewalk that had been constructed to the street. The provider expressed the facility would be inspected by CDPHE and Colorado Dept. of Fire Safety and that the gravel access would not be permitted. Also the provider believed it was not good to have a Physical Therapy Facility which was difficult to access.

I am aware that the previous owner operated a Physical Therapy Facility with gravel access. There were numerous other items that were not ADA or code compliant that we have corrected to meet the requirements of the Town of Fairplay, CDPHE, and Colorado Dept. of Fire Safety.

South Park Health Service District proposes that until the Town has a completed design to construct the sidewalk along 540 Front Street, a temporary 5' wide gray concrete sidewalk would be constructed at no cost to the Town between the edge of Front Street and the existing sidewalk that has been constructed on the 540 Front Street Property. In the future when the design is complete, this temporary sidewalk would be removed by the new sidewalk contractor and South Park Health Service District would complete the 6' of sidewalk to the property line.

Please refer to the attached plan for the location of the temporary sidewalk. Also on the plan is a concept layout of what elevations could be of the sidewalk along the edge of Front Street. This concept would match the sidewalk recently constructed to the east.

Thank you for your consideration of this proposal.

A handwritten signature in black ink that reads "Charlie". The script is cursive and fluid, with a large initial 'C'.

F. Charles Schultz, Board member and treasurer of South Park Health Service District







**FAIRPLAY PHYSICAL THERAPY
BUILDING REMODEL**
540 FRONT STREET

540 FRONT STREET
EASTON AV. CO. 02148

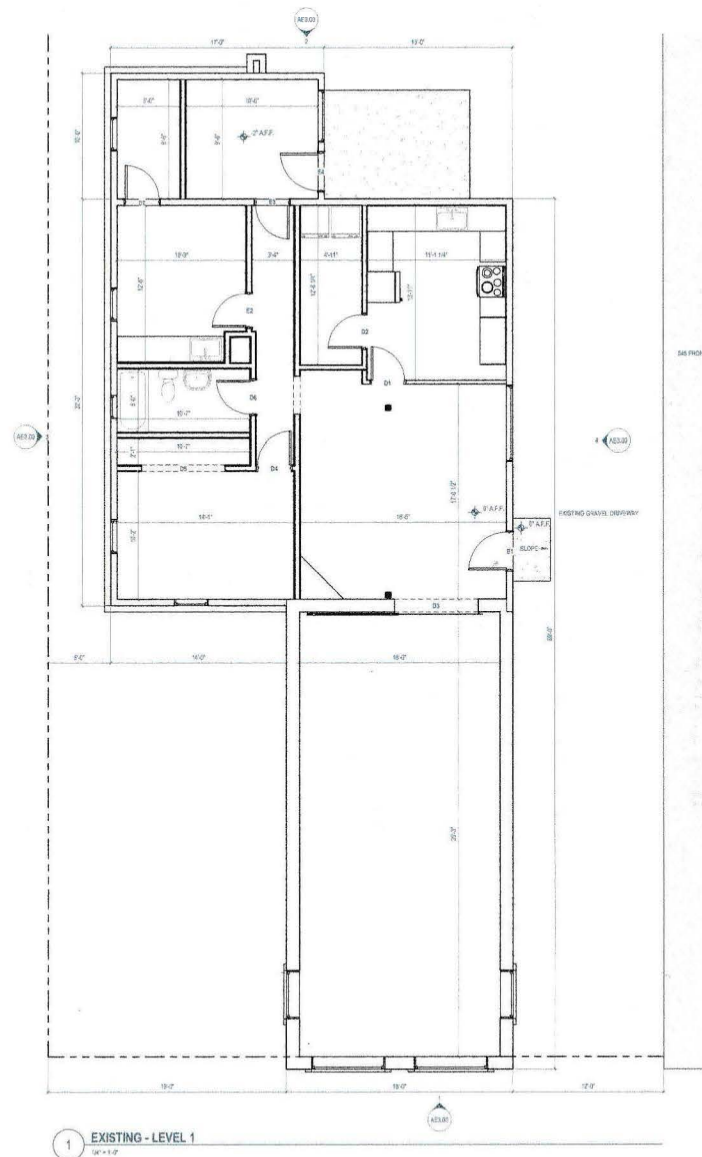
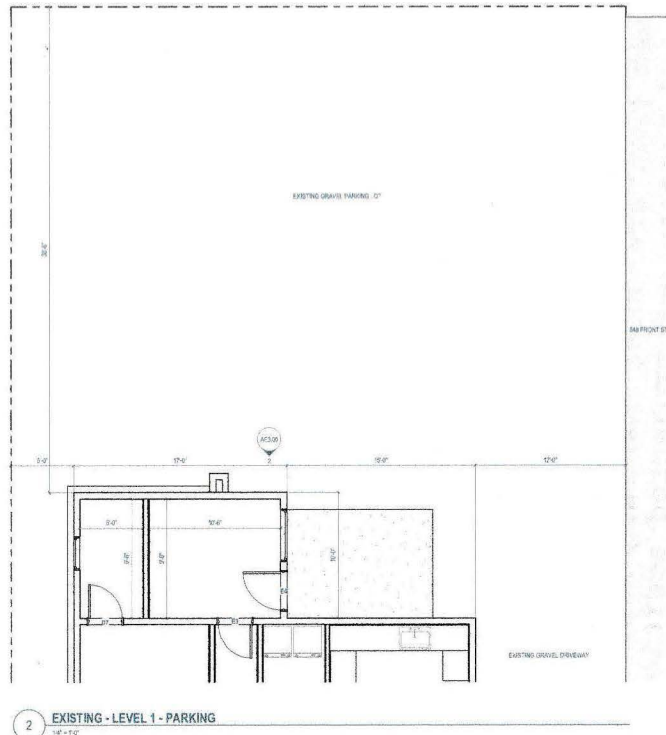


ISSUE:	DATE:
50% CDS	30/11/2025

JOB NO. 25009
DRAWING:
EXISTING FLOOR PLAN - LEVEL 1
SHEET NO.

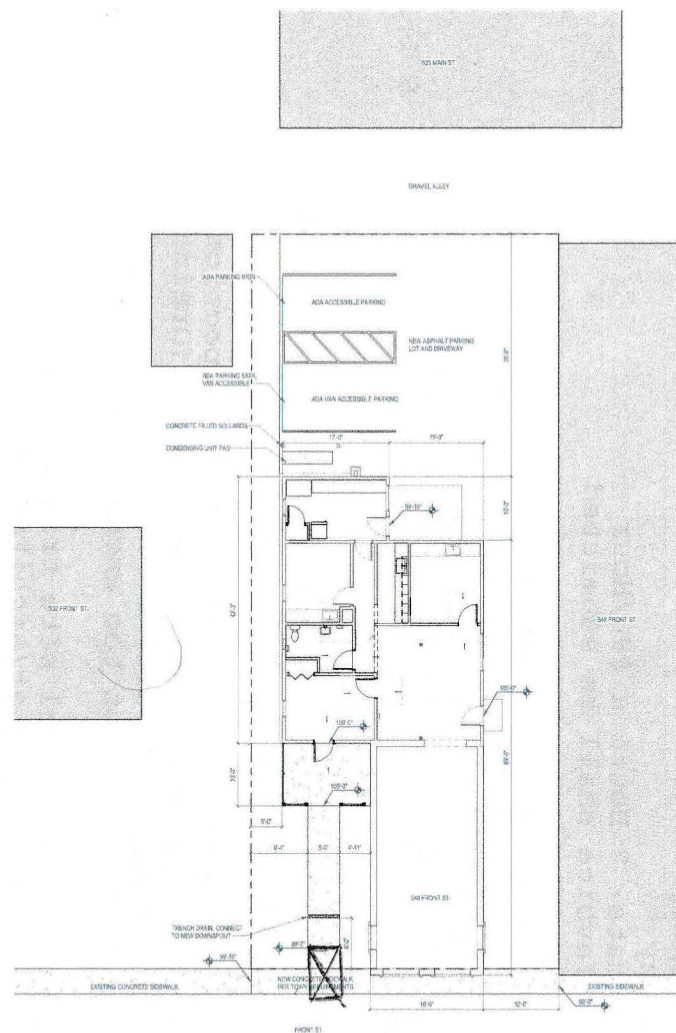
SHEET NO.

AE0.10



FAIRPLAY PHYSICAL THERAPY BUILDING REMODEL

540 FRONT STREET
FAIRBURY, CO 80740



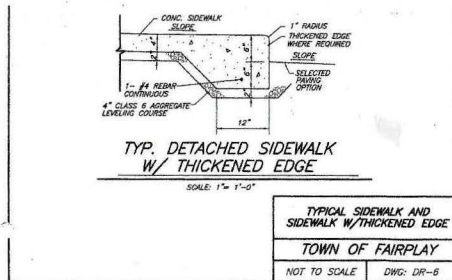
1 ARCHITECTURAL SITE PLAN (FOR REFERENCE ONLY)
1/8" = 1'-0"



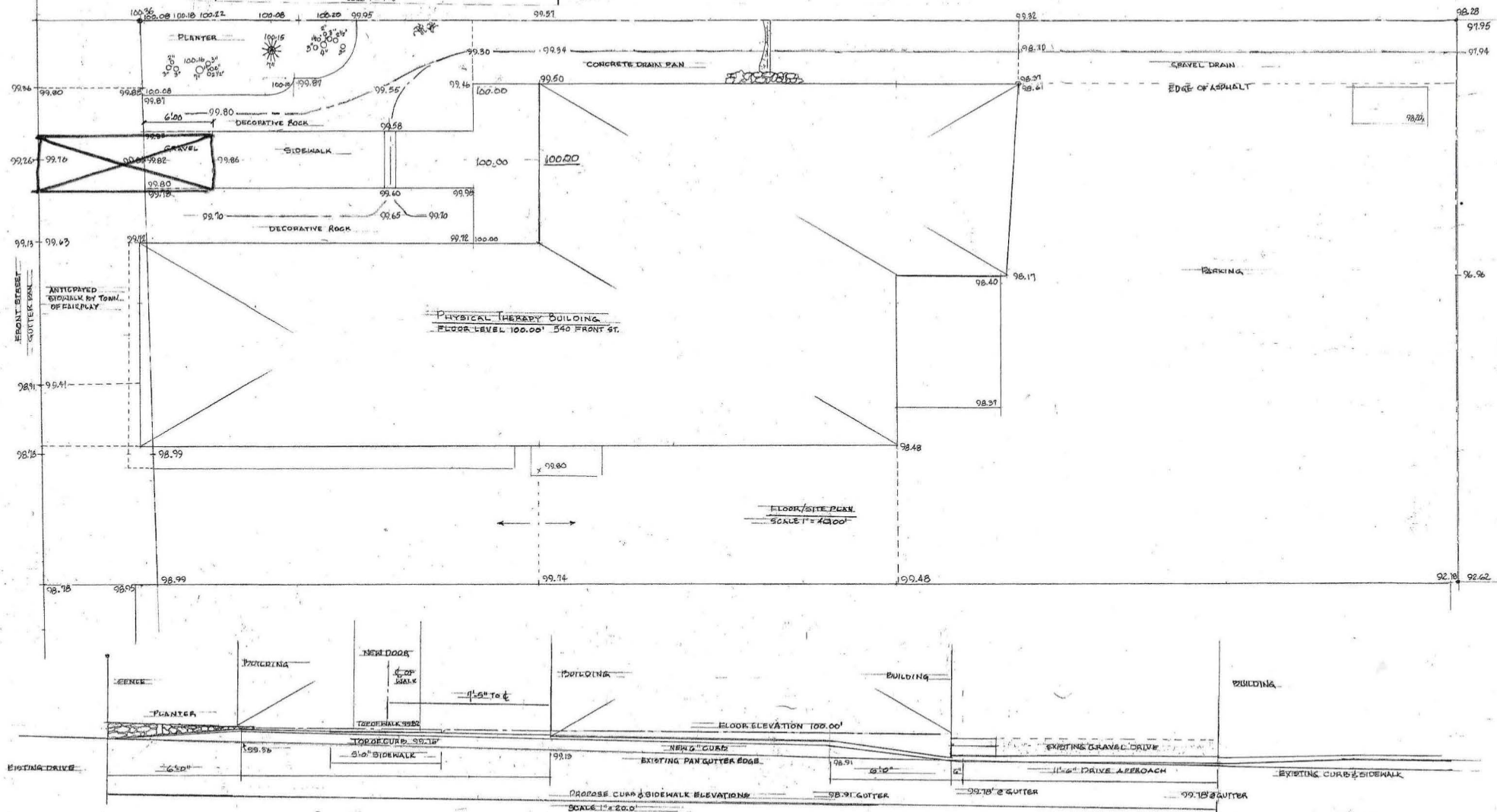
ISSUE:-	DATE:-
100% C09	06/11/2020

JOB NO. 25009
DRAWING
ARCHITECTURAL SITE PLAN
SHEET NO.

AS1.00



ASSUMPTION NOTES
GRADES ARE BASED ON THE FLOOR LEVEL AT PROPOSED DOOR TO BE 100.00.
DRAINED AT THE EDGE OF THE GUTTER PAN OF FRONT STREET.
THERE IS NO CURB ON FRONT OF LOT.
THERE IS NO SIDEWALK IN FRONT OF 340 FRONT ST. GRAVEL ONLY AT VARIOUS GRADES
ASSUMED THAT NEW SIDEWALK BY TOWN WOULD BE CONSTRUCTED AS PER THE
TOWN ENGINEER'S TOWN ENGINEER'S RECORDS, EXEMPTED BY P.G.M.
24.5 HWYWAY 50, SUITE 1, DALLAS, CO 75201.
SEE INCLUDED DETAIL SHEET FROM MANUAL PAGE 2.14. DRAIN DOWNS
THE GRADES RECORDED ON THIS PLAN ARE SUBJECT TO ERROR.
THESE GRADES HAVE BEEN REVERSED. BEFORE ANY CONSTRUCTION IS STARTED.





To: Mayor and Board of Trustees

From: Janell Sciacca, Town Administrator

Date: January 5, 2026

RE: New Business Item C. – Res. 5 – Revocable Use Agreement for EV Charging Units

BACKGROUND/ANALYSIS

The Town supported a grant application for Helios Charging to obtain charging stations in the downtown area. Helios was successful in obtaining a grant and is going to be coming forward in 2026 to obtain approvals and begin construction of units behind our Visitor Center at 501 Main Street.

The attached agreement is presented to the Board for consideration to grant Helios Charging permission to install the units behind the Visitor Center on Town property. The term of agreement is for sixty months, which is required by the grant, but the Town does have the right under the agreement to revoke the use and terminate the agreement with sixty days' notice. The agreement also shows the proposed location for the units as well as a schematic of the proposed installation. There is NO cost to the Town and all costs for construction, installation, operation and maintenance are the responsibility of Helios. Helios will also be required to improve the location with paving and striping improvements, which again is at NO cost to the Town.

Staff believes the addition of the charging units will have a positive impact on retail business with EV owners migrating to Front Street to shop and eat while their vehicles are charging. Due the aforementioned reasons and benefits, Staff is recommending approval of the agreement as presented with a nominal fee of \$10.00.

RECOMMENDATION

To adopt Resolution No. 5, Series of 2026, as presented approving a Revocable License Agreement with Helios Charging, Inc. for use of Town owned property behind the 501 Main Street Visitor Center for installation of EV Charging units as outlined in the agreement.

Attachments:

- Resolution No. 5, Series of 2026
- Revocable Use Agreement

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 5
(Series of 2026)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE LICENSE AGREEMENT BETWEEN THE TOWN OF FAIRPLAY AND HELIOS CHARGING, INC. FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING UNITS IN THE ALLEY BEHIND 501 MAIN STREET.

WHEREAS, the Town Board of Trustees recognizes the importance of providing EV charging infrastructure in Fairplay; and

WHEREAS, the Town supported a grant application by Helios Charging, Inc. for new charging units in Fairplay; and

WHEREAS, Helios Charging, Inc. was awarded a State of Colorado Energy Office (CEO) [Direct Current Fast-Charging \(DCFC\) Plazas](#) grant to increase community access to high-speed electric vehicle charging; and

WHEREAS, the Town has identified parking stalls behind 501 Main Street, and in the downtown commercial district, as the best place for installation; and

WHEREAS, the Town desires to allow for the installation which will provide multiple benefits to residents, visitors, and businesses of Fairplay.

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

SECTION 1.

The Agreement between the Town of Fairplay, Colorado, and the Helios Charging, Inc. attached hereto as Exhibit A, is hereby approved and the Town Administrator is authorized to execute the same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 5th day of January, 2026.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

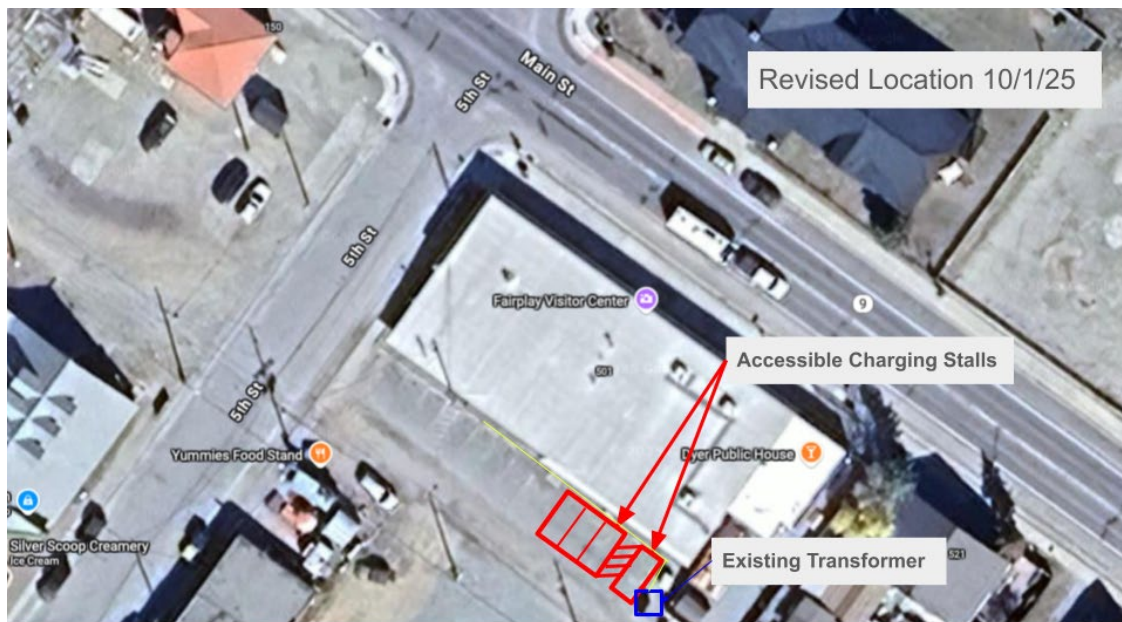
REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (“AGREEMENT”) between the **TOWN OF FAIRPLAY, COLORADO**, a Colorado statutory municipality (“TOWN”), whose address is P. O. Box 267, Fairplay, Colorado 80440, and **Helios Charging Inc**, an electric vehicle charging station operator (“LICENSEE”), whose address is 1550 Larimer St., Ste 861, Denver, CO 80202. The TOWN and the LICENSEE are each referred to separately as a PARTY and collectively referred to as the PARTIES.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the PARTIES, the TOWN and the LICENSEE hereby agree as follows:

1. Premises. The PREMISES is defined as follows:

**UP TO FOUR (4) PARKING STALLS BEHIND THE
FAIRPLAY VISITOR CENTER AT 501 MAIN AS SHOWN BELOW**



Further, the Parties agree that the PREMISES is TOWN-owned real property.

2. License Granted. The TOWN hereby grants to the LICENSEE a license to utilize the PREMISES for the purposes of the placement and operation of EV Charging Stations (“SCOPE OF LICENSE”) and as depicted in EXHIBIT A.
3. Term. The license shall be for a term of Sixty (60) months commencing on the commissioning of the electric vehicle charging stations.
4. License Fee. The LICENSEE agrees to pay the TOWN a one-time Ten-dollar (\$10.00) vendor application fee due within ten (10) days of the full execution of this

REVOCABLE LICENSE AGREEMENT

AGREEMENT, and LICENSEE is responsible for ALL electrical power charges and licensing fees charged by Xcel Energy for the charging units for the term of the AGREEMENT.

5. Improvements. Any items placed, installed, or constructed on the PREMISES (hereinafter, collectively "IMPROVEMENTS") are the sole responsibility of the LICENSEE. The LICENSEE agrees to install and maintain the IMPROVEMENTS at its sole cost and expense, in good and safe condition, and to repair and replace the IMPROVEMENTS, as needed, throughout the term of this AGREEMENT. It is the express understanding and agreement of the Parties that the TOWN shall not have any obligation whatsoever to preserve, maintain or attempt to maintain, repair or replace any IMPROVEMENTS. All IMPROVEMENTS shall be reasonably related to the SCOPE OF LICENSE.
6. Temporary Nature of License. Both of the PARTIES agree that license resulting from this AGREEMENT is temporary in nature. Neither the TOWN'S granting of the license nor the LICENSEE'S acceptance of the license either expressly or by implication creates for the LICENSEE any property right, vested, or otherwise, in the PREMISES. The Parties further agree that this AGREEMENT shall not create any leasehold interest or tenancy in the PREMISES.
7. Encumbrances Prohibited. The LICENSEE shall not cause, or allow to be caused, any work or labor with regard to the PREMISES that may result in an encumbrance or lien related to the PREMISES.
8. Termination. The TOWN may terminate this AGREEMENT and the revocable license at any time upon sixty (60) days' prior written notice to LICENSEE.
9. Effect of Termination. Upon the termination of this AGREEMENT, LICENSEE shall remove all IMPROVEMENTS from the PREMISES within sixty (60) days after the receipt of written notice of such termination. LICENSEE shall bear all costs and liabilities of removal of the IMPROVEMENTS and must take all reasonable action necessary to return the PREMISES to substantially the same condition as the first day of the term of the license. Should LICENSEE fail to remove the IMPROVEMENTS from the PREMISES, the TOWN may, but shall not be required to, remove and dispose of the IMPROVEMENTS without process of law or other demand and without liability to TOWN. In the event that the TOWN removes and disposes of the IMPROVEMENTS as provided herein, LICENSEE shall be liable to the TOWN for the cost of such removal, disposal of the IMPROVEMENTS and clean-up/restoration of the PREMISES and shall pay such amount to the TOWN upon demand. Should LICENSEE fail to remove the IMPROVEMENTS in accordance with this paragraph and should TOWN desire to keep the IMPROVEMENTS in place, complete ownership of the IMPROVEMENTS shall automatically pass to the TOWN at no cost to either PARTY. The provisions of this paragraph shall survive the termination of this AGREEMENT.

REVOCABLE LICENSE AGREEMENT

10. Indemnity. LICENSEE hereby agrees to indemnify, defend, and hold the TOWN and all of TOWN's officers, employees, agents and assigns harmless from any and all liability arising from injuries to persons or property resulting from the LICENSEE's use of the PREMISES or erection or placement on the PREMISES of any IMPROVEMENTS. Nothing in this AGREEMENT shall be deemed to waive or otherwise limit the defenses available to the TOWN under the Colorado Government Immunity Act.
11. No Third-Party Beneficiaries. This AGREEMENT shall not be construed to create any rights or benefits for any person who is not a party to this AGREEMENT.
12. Assignment. LICENSEE shall not alienate or assign all or any portion of this AGREEMENT or the license granted herein without the express written consent of TOWN, which consent may be granted or withheld in the TOWN's sole and absolute discretion.
13. Insurance. The LICENSEE hereby agrees that during the entire term of this AGREEMENT, the LICENSEE shall provide, keep in force, and continually carry liability insurance to benefit and protect the TOWN from any and all claims arising from or related to the LICENSEE's use of the PREMISES or erection or placement on the PREMISES of any IMPROVEMENTS; the amount of this insurance coverage shall be at least equal to the liability limits set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-114(c), *et seq.*, and the limits at the time of the execution of this AGREEMENT are as follows: at least \$424,000 for bodily injury, including death, per person, and \$424,000 for property damage, per person, and \$1,195,000 for personal injury or property damage per occurrence. The LICENSEE further agrees to provide to the TOWN documents verifying the required insurance coverage (1) upon the LICENSEE's payment of the License Fee as required by paragraph 4 of this AGREEMENT or (2) within fourteen (14) business days of the TOWN's request.
14. Revocation and Removal. In the event that LICENSEE shall have refused or otherwise failed to hold the TOWN harmless or carry insurance as provided hereinabove, any license resulting from this AGREEMENT shall automatically terminate. Moreover, the LICENSEE, upon written demand by the TOWN, shall cause all IMPROVEMENTS to be removed from the PREMISES, at the LICENSEE's expense, within a reasonable time period as indicated in the written demand, not to exceed thirty (30) days. If LICENSEE shall have refused or otherwise failed to cause said IMPROVEMENTS to be removed within said time period, then in that event, the TOWN shall have the right to remove the improvements, or cause them to be removed, and LICENSEE shall be liable to the TOWN for its costs incurred therein, including all costs of collection and reasonable attorney's fees.
15. Non-Interference. The use of the PREMISES by the LICENSEE shall not interfere with other uses of the PREMISES, including public traffic (foot or

REVOCABLE LICENSE AGREEMENT

vehicular) or violate any TOWN ordinance in effect during the AGREEMENT period.

16. Notices. Any and all notices required to be given by the Parties by this AGREEMENT are deemed to have been received and to be effective: (A) three (3) days after the same shall have been mailed by certified mail, postage prepaid, with return receipt requested to the below address or 2) immediately upon hand delivery to the Town Administrator. Each Party may use this same method to change the person receiving notice on its behalf:

TOWN

Town Administrator
Town of Fairplay, Colorado
PO Box 267
Fairplay, CO 80440

LICENSEE

Daniel Benhammou, President
Helios Charging, Inc.
1550 Larimer St., Ste 861,
Denver, CO 80202

17. Entirety of AGREEMENT. The making, execution, and delivery of this AGREEMENT by LICENSEE has been induced by no representations, statements, warranties, or agreements other than those herein expressed. This AGREEMENT embodies the entire understanding of the PARTIES, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This instrument may be amended or modified only by instrument of equal formality signed by the respective parties hereto.
18. Governing Law and Venue. This AGREEMENT shall be interpreted and enforced under the laws and judicial decisions of the State of Colorado. The PARTIES agree and stipulate that the District Court situated in Park County, Colorado, shall have exclusive jurisdiction over any and all disputes which may arise under this AGREEMENT and the enforcement hereof and that venue in such court shall be proper.
19. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.
20. Signage. The size, design and manner of installation of each and every sign to be installed at the PREMISES shall (a) require the Town's written permission, which shall not be unreasonably withheld or delayed and (b) comply with the Town's applicable sign regulations. LICENSEE shall maintain any and all such signs in good condition and repair during the term of this AGREEMENT.

REVOCABLE LICENSE AGREEMENT

IN WITNESS WHEREOF, the parties have hereunto fixed their respective signatures on the dates appearing opposite thereto.

LICENSEE

By: _____ Date: _____

Name: Daniel Benhammou Title: President

STATE OF COLORADO

ss

COUNTY OF PARK

The foregoing Revocable License Agreement was subscribed to before me this _____ day of _____, 20__, by Daniel Benhammou as President of HELIOS CHARGING, INC.

WITNESS my hand and official seal.

My commission expires:

Notary Public

TOWN OF FAIRPLAY, COLORADO

By: _____
Janell Sciacca, Town Administrator

Date: _____

Attest

By: _____
Sarah Ernst, Deputy Town Clerk

Date: _____

REVOCABLE LICENSE AGREEMENT

EXHIBIT A

(CHARGING UNIT SCHEMATIC)





To: Mayor and Board of Trustees

From: Janell Sciacca, Town Administrator

Date: January 5, 2026

RE: New Business Item D – Resolution No. 6 Approving PSA with Hardesty Engineering

BACKGROUND/ANALYSIS

The Town has contracted with Ken Hardesty, principal and owner of Hardesty Engineering and mapping for On-Call services for assistance with Water and Wastewater engineering related projects since 2022. Hardesty has provided invaluable counsel, management and guidance on several important projects including a Water Plant Investment Fee Study to support increasing Plant Investment Fees, Beaver Creek Water Treatment Plant Infiltration Gallery and Well #4 commissioning, and a multi-year Capital Improvements Plan. Hardesty is also instrumental in working with the Colorado Department of Health and Environment to obtain State Revolving Fund (SRF) funding for important utility related projects by drafting Prequalification applications and Eligibility Surveys and assisting in overseeing the projects and submitting Pay Requests.

For 2026 the Town is planning to submit an application for SRF funding to replace all of the Town's water meters. Ken's knowledge and his experience overseeing and managing meter replacement projects as well as his general knowledge of the meters themselves and the Town's Water system will be vital to the overall success of the project.

Ken also helps troubleshoot issues, works closely with the Town's Water Rights engineer to monitor and protect the Town's water supply, helps to monitor, troubleshoot and report to the Board on Water Loss, and provides multiple other important services to the Town of Fairplay regarding all-things Utility related. Therefore, Staff is recommending approval of his proposal for On-Call Engineering services for 2026.

RECOMMENDATION

To adopt Resolution No. 6, Series of 2026 as presented approving a Professional Services Agreement for On-Call Engineering Services with Hardesty Engineering and Mapping, LLC.

Attachments:

- Resolution No. 6, Series of 2026
- Professional Services Agreement

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 6
(Series of 2026)**

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.

WHEREAS, the Town of Fairplay often requires specialized professional engineering and consulting services for the Town's Water Distribution and Wastewater Collections systems; and

WHEREAS, Hardesty Engineering & Mapping, LLC, 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 proposal for services rendered in calendar year 2026.

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

Section 1. The Board of Trustees hereby approves the Professional Services Agreement attached hereto as "Exhibit A" and authorizes the Mayor to execute same on behalf of, 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 "Exhibit B" attached to the agreement and labeled "Schedule of Compensation / Rate Sheet."

Section 3. This resolution shall become effective upon adoption.

RESOLVED, APPROVED, and ADOPTED this 5th day of January, 2026.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 5th day of January, 2026, by and between the Town of Fairplay, a Colorado statutory municipality (the "Town") and Hardesty Engineering and Mapping, LLC, an independent contractor ("Consultant").

WHEREAS, the Town requires professional services for specialized engineering projects for Water and Wastewater; and

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

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

I. SCOPE OF SERVICES

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

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

II. REPORTS, DATA AND WORK PRODUCT

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

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

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

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

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

III. **COMPENSATION**

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

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

IV. **COMMENCEMENT AND COMPLETION OF WORK**

Consultant shall commence work as set forth in the Scope of Services upon approval of this Agreement. Except as may be changed in writing by the Town, the Scope of Services shall be complete and Consultant shall furnish the Town the specified deliverables as provided in **Exhibit A (Scope of Services)**.

V. **PROFESSIONAL RESPONSIBILITY**

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

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

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

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

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

VI. INSURANCE

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

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

C. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general commercial liability insurance insuring Contractor and shall be endorsed to include the Town and the Town's officers, employees as additional insureds as against any liability for personal injury, bodily injury, damages to property, or death arising out of the performance of the Scope of Services with at least One Million Dollars (\$1,000,000) each occurrence. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

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

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be

cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

VII. INDEMNIFICATION

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

VIII. TERMINATION

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

IX. CONFLICT OF INTEREST

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

X. INDEPENDENT CONTRACTOR

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

XI. WORKERS WITHOUT AUTHORIZATION

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

B. Prohibited Acts. Consultant shall not:

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

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

C. Verification.

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

(2) Consultant shall use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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

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

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

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

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

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

XII. MISCELLANEOUS

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

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

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

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

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

The Town: Janell Sciacca, Town Administrator
 Town of Fairplay, Colorado
 PO Box 267, 901 Main Street
 Fairplay, CO 80440
jsciacca@fairplayco.us

Consultant: Ken Hardesty
 Hardesty Engineering and Mapping, LLC
 2062 Dolomite Way
 Castle Rock, CO 80108
hardestyeng@gmail.com

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

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

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

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

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

K. Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the Town not to be performed during the current fiscal year is specifically made subject to appropriation of funds for such performance. Should the Town's governing body not appropriate funds for the performance of this contract in any future fiscal year this Agreement shall automatically terminate without further action by the parties.

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

TOWN OF FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk

CONSULTANT



Title: Owner

**Hardesty Engineering &
Mapping, LLC**



December 29, 2025

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

Re: Proposal for On-call Engineering Services, Town of Fairplay, 2026.

Dear Mrs. Sciacca:

I am pleased to provide this proposal for on-call engineering consulting services to the Town of Fairplay for 2026 relating to water resource engineering, wastewater engineering and planning. The on-call engineering services would include work performed at the request of the Town Administrator, Janell Sciacca, unless otherwise directed by the Town Administrator and would not include work specified under another project specific contract.

When requested to perform work that has a defined scope and budget, Hardesty Engineering and Mapping, LLC (HEM) will provide a task order to the Town that identifies the scope items and budget breakdown. Work tasks performed under Task Orders will be identified on the HEM monthly invoices.

When requested to perform work without a defined scope and budget, HEM will bill the Town time and materials required to complete the requested work under this contract based on the rate schedule attached. HEM will communicate with the Town Administrator what the estimated cost will be for the requested work.

I have included a 2026 rate sheet for this proposal. The rate schedule includes hourly rates as well as terms for expenses and mileage.

Please contact me if you have any questions regarding this at (303) 570-9124 or hardestyeng@gmail.com

Sincerely,

HARDESTY ENGINEERING & MAPPING, LLC.

A handwritten signature in blue ink, appearing to read "Ken Hardesty", is written over a light blue rectangular background.

Ken Hardesty
Owner

EXHIBIT B**SCHEDULE OF COMPENSATION / RATE SHEET****HARDESTY ENGINEERING AND MAPPING, LLC****Professional Services Rate Sheet**

Consulting Rate (\$170/hr): Includes consulting engineering, design, design review, engineering or feasibility studies, development of recommendations, cost estimates, developing specifications and drawings and any consulting engineering that requires a professional engineer.

Additional Fees:

- **Mileage Rate (\$0.725/mile):** Travel rate is based on the current 2026 IRS mileage reimbursement rate. Mileage will only be charged for project related travel.
- **Sub-contractor services (as billed):** If additional professional services are needed and authorized by the Client, then those services will be invoiced as they were billed to Hardesty Engineering and Mapping, LLC. Communications with the sub-contractor are billed at the Consulting Rate.
- **Other:** Other additional fees which may come up during the course of a contract or service request will require pre-authorization by the Client. These fees may include equipment purchase, rentals or travel, if necessary, such as airfare, lodging and meals.

These rates are billed for both regular and overtime hours in all categories. Rates will increase up to 3% annually, at Hardesty Engineering and Mapping's option, for all contracts that extend beyond twelve (12) months after the date of the contract.



To: Board of Trustees, Town of Fairplay, Colorado

From: Joseph Rivera, Town Attorney

Date: January 5, 2026

Re: Proposition 122 and “Natural Medicine”

Background:

In 2022, Colorado voters approved the citizens’ initiative known as “Proposition 122: Access to Natural Psychedelic Substances”, which is now codified in Colo. Rev. Stat. §§ 12-170-101 through 115 (the “Enabling Act”).

In 2024, the State Legislature enacted Senate Bill 23-290, which is codified in Colo. Rev. Stat. §§ 44-50-101 through 904 (the “Regulatory Act”).

Together, Proposition 122, the Enabling Act, and the Regulatory Act decriminalize the personal possession, growing, sharing, and use, but not the sale, of psilocybin, psilocin, dimethyltryptamine, ibogaine, and mescaline, now defined as “natural medicines” (Natural Medicine). The Regulatory Act authorizes the state’s licensing and registration of the facilities and related businesses that provide for the use, cultivation, manufacture, and testing of Natural Medicine.

Doctors may also prescribe Natural Medicine for treatment. And the supervised use of Natural Medicine by individuals aged 21 is permitted at licensed facilities.

Consequently, the Town’s Police Department may no longer rely on Natural Medicine as the sole factor in a probable cause or reasonable suspicion determination for a stop or search. And because there are no offenses in the Town’s Municipal Code that relate to the use or possession of Natural Medicine (Chapter 10-General Offenses), there is no need to amend the Town’s criminal code to accommodate Proposition 122, the Enabling Act, or the Regulatory Act.

Regulatory Options Available to the Town:

At present, the Town does not have any Natural Medicine providers in the Town.

Generally, the Town may not adopt, enact, or enforce any code provision which conflicts with Proposition 122, the Enabling Act, or the Regulatory Act.

However, the Town may enact time, place, and manner restrictions. Here are some examples of the types of action the Town may take:

- Regulate the hours of operation for commercial Natural Medicine providers;
- Set location limitations on Natural Medicine businesses, including their proximity to schools and other “sin” businesses (so long as these limitations are not more restrictive than similar restrictions that appear in the Enabling Act or the Regulatory Act);
- Regulate the use of signage, advertisements, and other miscellaneous aspects of business operations (interior layout requirements and limits on other types of products sold at the licensed business); and/or
- Amend its zoning laws to regulate the cultivation, manufacturing, testing, storage, distribution, transfer, and dispensation of Natural Medicine to specified zoning districts (The Town may amend the Town’s land use code to only permit such business operations in a limited number of zones within the Town, so long as there are some zones which permit these operations).

Next Steps:

At the Board meeting, Town staff is looking for direction from the Board on the following question:

- whether the Town will enact any time, place and manner restrictions through its land use code and, if so, which ones.

Some municipalities rely solely on the state law and the state’s regulations.

For the Board’s convenience, please find attached (1) the Town of Alma’s ordinance relating to Natural Medicine and (2) the state’s regulations related to Natural Medicine, the Colorado Regulated Natural Medicine Rules, may be access through this [link](#).

**TOWN OF ALMA
STATE OF COLORADO
ORDINANCE NO. 2024-06**

**AN ORDINANCE AMENDING THE ALMA MUNICIPAL CODE BY ADDING
AN ARTICLE REGULATING NATURAL MEDICINE BUSINESSES**

WHEREAS, the Board of Trustees of the Town of Alma, Colorado, pursuant to Colorado statute is vested with the authority of administering the affairs of the Town of Alma, Colorado; and

WHEREAS, the People of the State of Colorado approved the citizens' initiative known as "Proposition 122: Access to Natural Psychedelic Substances," which was codified in the Colorado Revised Statute Sections 12-170-101 through 115 (the "Enabling Act"); and

WHEREAS, the Enabling Act decriminalizes the personal possession, growing, sharing, and use, but not the sale, of five natural medicines, including psychedelic mushrooms (psilocybin and psilocin) and three plant-based psychedelic substances (dimethyltryptamine, ibogaine, and mescaline); and

WHEREAS, the Enabling Act allows the supervised use of psychedelic mushrooms by individuals aged 21 and over at licensed facilities and requires the state to create a regulatory structure for the operation of those licensed facilities; and

WHEREAS, the Enabling Act allows the state to expand the type of substances that may be used in licensed facilities to include plant-based psychedelic substances (dimethyltryptamine, ibogaine, and mescaline), beginning in 2026; and

WHEREAS, the State Legislature enacted Senate Bill 23-290, which is codified in Colorado Revised Statutes Sections 44-50-101 through 904 (the "Regulatory Act"), to create the regulatory structure for the operation of licensed facilities, which includes the licensing and registration of facilities and related businesses that provide for the use, cultivation, manufacture and testing of these substances; and

WHEREAS, the Enabling Act and Regulatory Act prohibit local governments from banning licensed facilities, services, and use of natural psychedelic substances permitted by the Enabling Act, while allowing local governments to regulate the time, place and manner of operation of such facilities; and

WHEREAS, the Regulatory Act provides that the "state licensing authority will "not receive or act upon an application for issuance of a natural medicine business license"... "[for] a location in an area where the cultivation, manufacturing, testing, storage, distribution, transfer, and dispensation of natural medicine or natural medicine product as contemplated is not permitted under the applicable zoning laws of the local jurisdiction;" and

WHEREAS, the Regulatory Act further provides that the state licensing authority will not receive or act upon an application for the issuance of a Natural Medicine Business License if “the building where natural medicine services are provided is within one thousand feet of a child care center, preschool, elementary, middle, junior, or high school; or a residential child care facility...;” and

WHEREAS, the Regulatory Act further provides that “the governing body of a municipality, by ordinance; ... may vary the distance restrictions imposed by [the Regulatory Act]... for a License or may eliminate one or more types of schools or facilities from the application of a distance restriction established by or pursuant to [the Regulatory Act]...;” and

WHEREAS, the Board of Trustees of the Town of Alma desires to enact this ordinance to regulate the time, place and manner of the operation of licenses issued pursuant to the Regulatory Act; to establish the appropriate zoning districts for the operation of licenses issued pursuant to the Regulatory Act; and to establish distance restrictions for buildings where natural medicine services are provided within the vicinity of a child care center; preschool, elementary, middle, junior or high school; a residential child care facility; or residential dwellings pursuant to the Regulatory Act.

WHEREAS, on October 15, 2024, the Board of Trustees approved Ordinance No. 2024-06 An Ordinance Amending the Alma Municipal Code by Adding an Article Regulating Natural Medicine Businesses subject to certain revisions;

WHEREAS, at its next regular meeting on November 5, 2024, prior to publishing Ordinance No. 2024-06 the Board of Trustees moved to reconsider such Ordinance and after such motion, moved to adopt revised Ordinance No. 2024-06 as set forth herein.

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Alma, of the State of Colorado that:

Section 1. The Alma Municipal Code is amended by the addition thereto of a new Article 6-7, entitled “Natural Medicine Businesses,” to read in its entirety as follows:

Article 7-Natural Medicine Businesses

6-7-10 Definitions

For purposes of this Article, the following terms shall have the following meanings:

Natural medicine means psilocybin or psilocyn and other substances described as “natural medicine” in the Colorado Natural Medicine Code, as codified in Colorado Rev. Stat. §§ 44-50-101 through 904 (the Regulatory Act”).

Natural medicine business means any of the following entities licensed under the Regulatory Act: a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, a natural medicine testing facility, or another licensed entity created by the state licensing authority.

Natural medicine healing center means a facility where an entity is licensed by the state licensing authority that permits a facilitator as defined by the Regulatory Act, to provide and supervise natural medicine services for a participant as defined by the Regulatory Act, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine products under the supervision of a facilitator.

Natural medicine product means a product infused with natural medicine that is intended for consumption, as provided by the Regulatory Act.

Natural medicine services mean a preparation session, administrative session, or integration session, as provided by the Regulatory Act.

Participant means an individual who is twenty-one (21) years of age or older who receives natural medicine services prescribed by and under the supervision of a facilitator, as provided by the Regulatory Act.

Regulated natural medicine means natural medicine that is cultivated, manufactured tested, stored, distributed, transported, or dispensed, as provided by the Regulatory Act

Regulated natural medicine product means a natural medicine product that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by the Regulatory Act.

State licensing authority means the authority created under the Regulatory Act for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storing, distribution, transfer, and dispensation of regulated natural medicine and regulated natural medicine products, as provided by the Regulatory Act.

6-7-20 Permitted location for a natural medicine healing center.

Natural medicine healing center is a use permitted by right in the commercial and mixed use districts, subject to the distance requirements contained in Section 6-7-40 and the time, place and manner requirements contained in Sections 6-7-50 through 6-7-100. Natural medicine healing centers are prohibited in all other districts in the Town.

6-7-30 Permitted location for other natural medicine facilities.

Natural medicine cultivation facility, natural medicine products manufacturer, natural medicine testing facility, and other licensed entity created by the state

licensing authority (collectively the “licensed facilities”) are uses permitted by right in the commercial and light industrial districts, subject to the distance requirements contained in Section 6-7-40 and the time, place and manner requirements contained in Sections 6-7-60 through 6-7-100. The licensed facilities are prohibited in all other zoning districts of the Town.

6-7-40 Distance from schools and residential dwellings.

(a) No natural medicine business shall operate out of a building that is within four hundred twenty (420) feet of a childcare center; preschool; elementary, middle, junior, or high school; or a residential child care facility (“collectively “school”).

(b) Subsection (a) of this Section 6-7-40 does not apply to a licensed facility that was actively conducting business under a valid license issued by the state licensing authority before the school was constructed or used for school purposes.

6-7-50 Hours of operation – natural medicine services.

A natural medicine healing center may open no earlier than 8:00 a.m. and shall close no later than 12:00 a.m. No natural medicine healing center shall be open between the hours of 12:00 a.m. and 8:00 a.m. of the same day. A natural medicine healing center may be open seven (7) days a week.

6-7-60 Storage of natural medicine at businesses.

All storage for natural medicine businesses shall be located within a permanent building that is locked when not occupied. Natural medicine may not be stored within any trailer, tent, or motor vehicle.

6-7-70 Odor from natural medicine businesses.

Natural medicine businesses shall use an air filtration and ventilation system ensuring that the odors from natural medicine and natural medicine products are confined to the premises and are not detectable beyond the property boundaries on which the business is located.

6-7-80 Natural medicine businesses secure disposal.

Natural medicine businesses shall provide secure disposal of natural medicine and natural medicine product remnants or by-products. Natural medicine and natural medicine product remnants or by-products shall not be placed within the businesses exterior refuse container.

6-7-90 Processing of natural medicine.

(a) The processing of natural medicine that includes the use of hazardous materials, including without limitation, and by way of example, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases, such as butane, is prohibited.

(b) Nonhazardous materials used to process natural medicine shall be stored in a manner so as to mitigate and ensure odors are not detectable beyond the property

boundaries on which the processing facility is located or the exterior walls of the processing facility associated with the processing of natural medicine.

(c) The processing of natural medicine shall meet the requirements of all adopted town building and life/safety codes.

(d) The processing of natural medicine shall meet all of the requirements of all adopted sewer regulations contained in this Code and any other rules or regulations promulgated by the Town or the Town Sewer Department.

6-7-100 Nuisance.

It is unlawful and deemed a nuisance under Chapter 7 of the Alma Municipal Code to dispose of, discharge out of or from, or permit to flow from any facility associated with natural medicine, any foul or noxious liquid or substance of any kind whatsoever, including, without limitation, by-products of the natural medicine or natural medicine processes, into or upon any adjacent ground or lot, into any street, alley or public place, or into any municipal storm sewer and or system in the town.

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

Section 3. Should any one or more sections or provisions of this Ordinance or of the Code provisions enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provision, the intention being that the various sections and provisions are severable.

Section 4. This Ordinance shall become effective thirty (30) days after publication.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the Town of Alma at a regular meeting of the Board of Trustees of the Town of Alma, Colorado, this 5th day of November, 2024.

Saam Golgoon, Mayor

ATTEST:

Gary Goettelman, Town Clerk