



Agenda for a **REGULAR MEETING** of the Board of Trustees of the Town of Fairplay, CO
Monday, June 15, 2026 at 6:00 PM in the Fairplay Town Hall, 901 Main St, Fairplay, CO

Join Meeting by Teams
(Meeting ID: 244 128 997 321 487 / Passcode: Ni7J4GG3)
[+1 929-352-2940,,839111597#](https://teams.microsoft.com/join/244128997321487?passcode=Ni7J4GG3)

I. 4:00 PM - WORK SESSION

- A. Elected Officials Risk Management Training with CIRSA Associate General Counsel Nick Cotton-Baez.

II. 6:00 PM - REGULAR MEETING

III. Call to Order

IV. Pledge of Allegiance

V. Roll Call

VI. Approval of Agenda

VII. 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 April 20, 2026. (A)
- B. Approval of Minutes of Prior Regular Meeting of May 18, 2026. (A)

VIII. 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.

IX. Proclamations, Presentations and Updates

- A. Presentation by High Rockies Community School with Request for Sponsorship for The July 25 Burro Days Great Llama Race.
- B. Presentation of Certificate of Achievement to Mayor Ray Douglas for Completion of Leadership Level of Colorado Municipal League Muniversity.
- C. Presentation from Plante Moran regarding Government Accounting and Budgeting.

X. New Business

- A. Should the Board of Trustees of the Town of Fairplay approved the adoption of Resolution No. 27, Series of 2026, entitled "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND KEITH KROEPLER FOR THE 348 PARK VIEW DRIVE HOME STAINING PROJECT."? (A)
- B. Should the Board of Trustees of the Town of Fairplay approve the adoption of Resolution No. 28, Series of 2026, entitled "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF

FAIRPLAY, COLORADO, APPROVING THE ACCEPTANCE OF A COLORADO DEPARTMENT OF LOCAL AFFAIRS BEST & BRIGHTEST EIAF-26-170 GRANT."?

XI. Other Business

- A. Discussion of the municipal utilities impact fee report, parks impact fee report, law enforcement impact fee report, storm drainage impact fee report, and streets impact fee report and next steps.**
- B. Discussion regarding potential donation of parcel R0001381 to Boys & Girls Club of the High Rockies.**
- C. Discussion regarding potential purchase of parcel R0050215 from Dale & Katherine Fitting.**
- D. Discussion regarding composition and selection of the Unified Development Code and Comprehensive Plan Update Project Steering Committee members.**

XII. Board of Trustees and Staff Reports

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

XIII. Adjournment

Posted at Fairplay Town Hall, Fairplay Public Library, 501 Main Visitor Center, Prather's Market and on the Town of Fairplay Website on Thursday, June 11, 2026. This Agenda May Be Amended.



Risk Management for Municipal Officials

Fairplay Board of Trustees • June 15, 2026

Presented by: Nick Cotton-Baez, Associate General Counsel

Presentation Overview

Training Focus: Practical rules of thumb to enhance your effectiveness and success as municipal officials and reduce liability exposure for the Town, the governing body, and you, individually.

1. Your role as a public official and member of the governing body.
2. Liability risks and preserving immunity protections at the governing body level.
3. The Town's organizational structure and your "job description."
4. Transparency, the OML, and best practices for your public meetings.
5. The quasi-judicial rules of engagement.
6. Ethics, conflicts of interest, and personal conduct.

****This presentation is a training resource only and is not intended to address or provide legal advice on any specific, pending issues—those are for your attorney! Any resemblance to pending issues is coincidental.***

The Transition from Citizen to Public Official

- Being a public official means your role has changed:
 - Citizen → government official (24/7!)
 - Outsider → insider
 - Critic/proponent → representative and **fiduciary** of the Town as an entity and of the Town Board as an institution.
- In the eyes of the community, you are always a public official—your conduct will be evaluated through that lens regardless of your location or the time of day!



Unique Risks



- Governing bodies face unique risks in collective decision-making, which involves public process and often implicates laws and constitutional protections.
- Risks are enhanced by the high visibility of governing body actions.
- Goal isn't to avoid tough decisions—it's to make them in a way that protects the municipal organization, the governing body, and you, individually.

Immunity Protections

- **The good news:** You have immunity against personal liability for many of your “official acts.”
 - **Legislative immunity:** protection for legislative acts (does not extend to administrative acts).
 - **Quasi-judicial immunity:** protection for adjudicatory functions (e.g., land-use hearings).
 - **Federal qualified immunity:** protection against federal constitutional claims (“clearly-established law/reasonable person” standard).
 - **CGIA immunity:** protection against state tort claims (acts within scope of employment; not willful & wanton).
- **The bad news:** Your immunity is not absolute!

CGIA Immunity

- You have protection from personal liability under Colorado Governmental Immunity Act (CGIA) if you are “within the scope of employment” and not acting “willfully and wantonly.”
- On the other hand, conduct that is “outside the scope” or “willful and wanton” can result in a loss of governmental immunity and create liability, including the potential of personal liability for you.
- Can also result in potential loss of insurance coverage: Public official liability (POL) policies follow “course and scope” and “willful and wanton” concepts.

Preserving Immunity

- Governing bodies and their individual members are far more likely to preserve immunity protections when they:
 - Act collectively (i.e., vote in public meeting)
 - Stay in proper roles (e.g., avoid improper involvement in administrative functions/personnel matters)
 - Use formal process and follow procedures (i.e., applicable state/local laws and policies)

Act Collectively

- Recognize that elected officials act as a BODY, and exercise responsibilities mainly by VOTING in a PUBLIC MEETING.
- Each member holds only a fraction of the body's power, that power can't be exercised individually—it can only be exercised by the Board as a whole.
- If you are thinking of acting individually, ask whether you have authority to act—you likely don't—and if you don't, don't do it!
- If you find yourself about to act in terms of “I” rather than “we” ...that's a red flag.

Stay in Your Role

- Avoiding “outside the scope” conduct requires you to understand and operate within the Town’s chosen organizational structure and your “job description”.
- Look at your structural documents:
 - Applicable state statutes that govern your powers and duties and the areas within your authority.
 - “Powers and duties” provisions of Town ordinances.
 - Structural documents for others in the organization (e.g., organizational charts, job descriptions, personnel policies, purchasing policies, etc.).
- If you can’t trace your action to a source of authorization, you may be outside your SOE!

The Town's Structure

- Fairplay operates as a **Statutory Town** and has established a **Board-Administrator** form of government (this is the most common form of municipal structure).
- Under this structure, there is an allocation of powers between **Governance** and **Administration**.
- The Board's role is **Governance**, which consists of policy-setting, big-picture organizational oversight, and delegation of administrative functions to staff.
- The Staff's role is **Administration**, which consists of putting Board-adopted policies into action, handling “day-to-day” operations, and making decisions within adopted policies and delegated authority.
- Venture into **Administration**, you're venturing into “outside the SOE” territory!

Governance vs. Administration – Examples

Governance (Board)	Administration (Staff)
General ordinance adoption	Code enforcement
Annual budget approval	Payroll administration; product/service procurement
Decisions involving corporate assets	Upkeep of public works, Town property
Organizational policy adoption; delegations of authority	Decisions in accordance with adopted organizational policies, delegations of authority

Employee Relations

- The Governance-Administrative distinction is particularly important in employee relations and personnel matters.
- Board's most appropriate role is to stick to the “big picture” issues:
 - Personnel rules, including selection procedures performance evaluations, disciplinary actions
 - Town budget (employee pay plan)
 - Selection of your “direct reports”
- The Town has established a clear “chain of command” where only a few select personnel report directly to the governing body, and all other staff report to appropriate supervisors.

Respect the Chain of Command

- Now that the chain of command is established, it must be respected.
 - Except for the Board's direct reports, elected officials are not employee supervisors.
 - The Board must not reach past its direct reports to direct subordinate employees.
- Commit to “speak with one voice” and provide your direct reports with clear direction!
- **High-risk behaviors:**
 - “Helpful” off-addenda instructions to the Town Administrator.
 - Individual follow-up calls to a staff member concerning implementation of a board-adopted policy.

Follow Established Processes & Procedures

Best Practices:	Conversely:
Clear, written policies promote consistent, defensible decision-making and reduce reliance on <i>ad hoc</i> discretion, which is harder to defend.	Vague or unwritten policy invites off-the-cuff decision-making and discretionary action that is harder to defend.
Consistent enforcement of adopted policy supports fairness, credibility, and defensibility.	Inconsistent enforcement of adopted policy and making one-off exceptions raises fairness/credibility concerns and increase risk.
Policy creation within properly noticed public meetings ensures transparency, legal compliance, and clear governing body action.	Policy creation outside public meetings and through informal direction creates mistrust, confusion, and risk.
Individual actions and statements that align with and reinforce official decisions help maintain organizational integrity and reduce risk (both before and after the vote).	Individual actions/statements that undermine official action (before or after the vote) hamper organizational goals and promote mistrust and confusion.

Open Meetings Law

- The governing body's transparency-related risks stem primarily from the OML.
- Any discussion of public business among 3 or more members (or a quorum) must take place at a meeting open to the public.
- If action will be taken or a quorum will be present, there must be full and timely notice:
 - Full: Agenda clearly describes items in plain, specific terms so that an ordinary community member can understand what will be discussed.
 - Timely: Agenda posted at least 24 hours in advance.
- In short, any action by the Board must be taken in an open public meeting for which an agenda has been posted at least 24 hours prior.

OML - Electronic Communications

- “Meeting” includes any gathering to discuss public business, in person, by phone, or electronically (e-mail, social media, etc.).
- Exempt electronic communications:
 - Not related to merits or substance of public business
 - Scheduling or availability
 - Forwarding information (please do not “reply all”)
 - Responding to outside inquiry
 - Questions for later discussion
- *Best Practice:* Funnel these communications through a staff member.
- Using email? See handout and this [CIRSA article](#).

Executive Sessions

Make sure you follow both the substantive and procedural requirements of the OML. The OML requires strict compliance!

Procedural	Substantive	Authorized Topics
Must occur in regular or special meeting	Subject must fall within one or more authorized topics	Property transactions
Citation and subject in motion (identify subject in detail without compromising purpose)	Stay on topic	Legal advice on specific legal questions
Two-thirds (supermajority) vote	Keep materials and discussion confidential	Personnel matters*
Must electronically record (unless attorney determines privilege applies)	Avoid voting/straw polls	Confidential matters (by statute)
Keep electronic recording for 90 days (not open for public inspection or subject to discovery unless body consents, or under court order)	Discuss and decide in public	Negotiation positions & strategy
		Specialized details of security arrangements/investigations

Best Practices for Your Meetings

- Plan and lay the groundwork for orderly and productive public meetings.
- Give the agenda and packet the time and attention they deserve.
 - Do you have common understandings of how potential agenda items are identified and put on the agenda?
 - Do members follow and stay on the agenda during the meeting?
- Effective agenda-setting and effective use of the agenda ensures OML compliance and builds community trust.

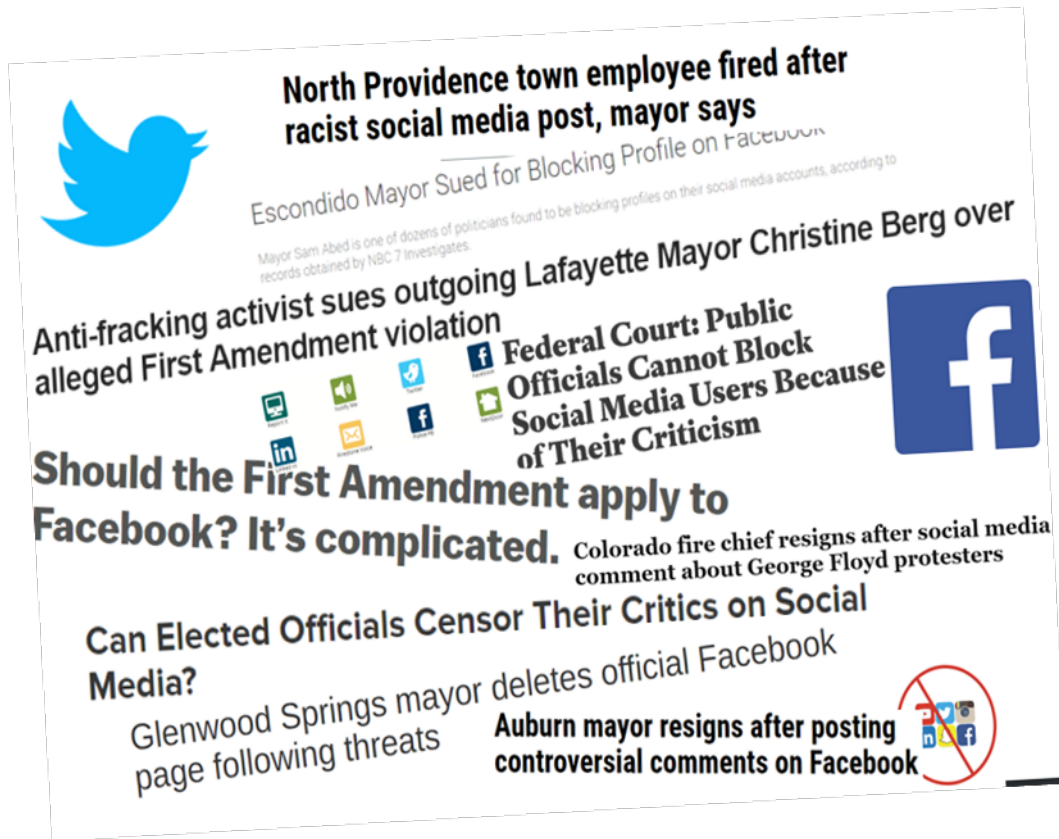
Best Practices for Your Meetings

- Commit to a “no surprises” approach—meetings should not have “gotcha” moments.
- Maintain a degree of formality—use titles, insist speakers be recognized, use lectern, etc.
- Deal effectively with discord.
 - Disagreements are a natural part of collective decision-making, but discord should not drive meetings or the agenda (e.g., voting blocks).
- Develop and follow a practical set of “house rules” for dealing with common meeting issues (e.g., public comment time limits).

CORA – Electronic Communications

- Separate from OML compliance issues, the correspondence of elected officials that relates to their duties or to public funds is a matter of public record (subject to certain exceptions).
- Importantly, the definition of public record focuses on content and purpose, not the device or account used.
- Thus, communications about Town business can be public records even if sent from or received to your personal device or account.
- So, be circumspect in your use of email as a Town official—would you want to see your statement on the front page of the newspaper; on social media?

Social Media



- Do you have a social media account on which you hold yourself out as a public official? Do you allow comments?
- Public official social media pages are considered public forums.
 - Only time, place, and manner restrictions.
- Blocking users or removing/hiding comments can be risky.
 - Aren't these actions taken based on the commenter's content/viewpoint?
- Understand the differences between protected speech and unprotected speech (narrow category).

Transparency is the Goal!

- As public officials, you're always in the public eye and the ways you interact with the public can have a huge impact—good or bad—on how citizens view you, the governing body, and the Town as an organization.
- Yes, transparency involves compliance with the OML and CORA.
- But transparency also involves certain personal commitments:
 - Good faith/dealing fairly with citizens and others
 - Honest and open communications
 - Responsiveness consistent with the Town's structure and your role in it

Quasi-Judicial Proceedings

- Know what type of decision you're making—understand the legislative vs. quasi-judicial distinction.
 - Most of the time you're acting as “legislators”—making general policies that apply generally—or handling routine Board-level business matters.
 - But sometimes you make decisions affecting a specific applicant's property rights (e.g., Board-level liquor licensing and land use/zoning hearings)—you're essentially acting as judges.
- In the quasi-judicial role, you have a heightened responsibility to provide “due process”, and failure to do so can lead to your decision being overturned and potential liability.
- Due process requires: (1) notice and (2) a meaningful opportunity to be heard (3) before a fair and impartial decisionmaker.
- Familiar source: “No person shall be...deprived of life, liberty, or property, without due process of law.”

Legislative vs. Quasi-Judicial Distinction

Legislative		Quasi-Judicial	
Making general policies that apply generally		Decisions affecting a specific applicant's property rights	
<u>Examples:</u>	<u>Board Can:</u>	<u>Examples:</u>	<u>Board Must:</u>
Ordinances/resolutions	Weigh/debate policy preferences	Land-use approvals	Rely on the evidence in the record
Annual budget	Consider community values	Variances	Avoid <i>ex parte</i> contacts, bias and prejudgment
Setting fees	Introduce independent research	Licensing decisions	Limit discussion to relevant criteria at the hearing
Decisions about corporate assets	Speak openly/freely with constituents	Appeals	Treat parties fairly and consistently

Quasi-Judicial Rules of Engagement

- **Hearing.** Limit your involvement to just your participation at the public hearing. That is, irrespective of the level of citizen interest or staff activity, wait until the QJ matter is “ripe” for the governing body.
- **Script.** Use a script to ensure proper hearing procedures and afford due process!
- **Remain Neutral.** Don't make up your mind before the hearing or make prejudicial pre-hearing statements.
- **Ex Parte Contacts.** Don't engage with one side or the other, or with your fellow quasi-judges, before or outside of the hearing.
- **Deliberations Matter!** Make sure your deliberations and decision are focused and based on the relevant, existing criteria. In this role you must set aside personal opinions and preferences—use “*The Rule of Why.*”
- **Challenges?** If you stick to the script during the public hearing and stick to the evidence and ordinance criteria during deliberations, your decision is likely to be upheld if challenged in District Court!
 - See this [CIRSA presentation](#) for more on the quasi-judicial rules of engagement.

Ethics – Conflicts of Interest

- Theme: Local government officials must act for the benefit of the public and in a manner that avoids using public office for private gain.
- Ethics violations carry real penalties: civil fines (2x benefit), civil liability (damages to aggrieved parties), criminal penalties for knowing violations (official misconduct).
- Main rule: You cannot participate in the discussion or vote on any matter for which you have a conflict of interest.
- Ask: Do you, your business, or someone you represent in an official capacity have a substantial financial interest in the outcome of a decision before the Board?
- If you have a potential conflict of interest, disclose, recuse, and don't attempt to influence others (leave the room)!

Ethics Risks – Other

- Don't have a financial interest in Town contracts or purchases (and if you will have such an interest follow all rules).
- Don't engage in a substantial financial transaction for private business purposes with someone the governing body supervises.
- Don't disclose or use any confidential information for you personal/financial benefit.
- Don't use your position to secure unwarranted privileges/exemptions for yourself or others.
- Don't accept gifts that seem to be connected to your service (and abide by gift rules).

Ethics Risks – Public Perception

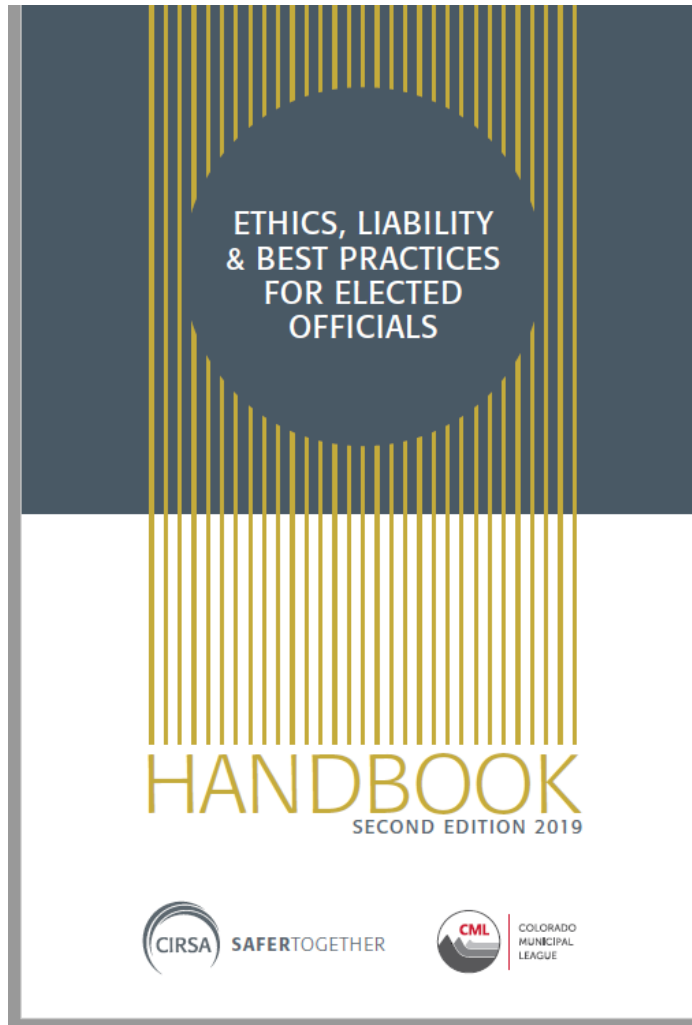
- In matters of ethics, the damage often occurs at the public perception stage.
- Government legitimacy depends on public confidence that decisions are being made for the public's benefit, not private advantage.
- If the public suspects self-serving action, trust erodes, meetings become harder to run, decisions become harder to defend, and the organization may receive disruptive complaints.
- Therefore, avoid situations that may create an appearance of impropriety.
- Even if you can legally participate, ask yourself:
 - Would a reasonable resident think I have a conflict of interest?
 - Would I have to spend a lot of time explaining why this isn't a conflict of interest?
 - Would this look different if it were my political opponent doing it?
 - Would I be comfortable if this were on the front page tomorrow?
- In matters of ethics, seek safety, not risk!

Questions?

Thank you for your public service!

Nick Cotton-Baez
Associate General Counsel
nickc@cirsa.org
720-574-1224

Resources



CIRSA Elected Officials Handbook:

<https://www.cirsa.org/wp-content/uploads/2019/06/EthicsLiabilityBestPracticesHandbookForElectedOfficials.pdf>

CIRSA elected and appointed officials' resources:

<https://www.cirsa.org/safety-training/elected-officials/>.

CIRSA news & events page:

<https://www.cirsa.org/news-and-events/news/>

CIRSA Training & Events Calendar:

<https://www.cirsa.org/news-and-events/events-calendar/>

CIRSA Safety YouTube Channel:

https://www.youtube.com/@CIRSA_Safety/videos

About CIRSA

- Public entity self-insurance pool for property, liability, and workers' compensation coverages.
- Formed by in 1982 by 18 municipalities pursuant to CML study committee recommendations.
- Not an insurance company, but an entity created by intergovernmental agreement of our members.
- Total membership today stands at 296 member municipalities and affiliated legal entities
- Member-owned, member-governed organization.
- No profit motive – sole motive is to serve our members effectively and responsibly.
- CIRSA Board made up entirely of municipal officials.
- Seek to be continually responsive to the liability-related needs of our membership – coverages and associated risk management services, sample publications, training, and consultation services, as well as specialty services such as home rule charter review.
- We have the largest concentration of liability-related experience and knowledge directly applicable to Colorado municipalities.

Speaker Bio

Nick Cotton-Baez is CIRSA's Associate General Counsel and a trusted resource for elected and appointed officials and municipal staff seeking to understand and manage liability risk exposure in the complex legal landscape governing public entities. Before joining CIRSA, Nick worked in the Denver City Attorney's Office, and then for a Denver-based full-service municipal law firm where he served as general and special counsel for municipalities and public entities throughout Colorado. Nick draws from his prior experience as a municipal attorney to equip municipal officials with practical knowledge and actionable risk management tools tailored to the unique challenges faced by municipal organizations and their instrumentalities.



Official Minutes
Regular Board of Trustees Meeting
April 20, 2026
901 Main Street, Fairplay, CO 80440

I. Call to Order

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, April 20, 2026, at 6:00 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. Pledge of Allegiance

Mayor Just led the pledge of allegiance.

III. Roll Call

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

IV. Approval of Agenda

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

V. Consent Agenda

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

Sciacca requested the minutes of March 2, 2026 be removed from consideration.

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

VI. Citizen Comments :

Jeremiah Erickson, 362 Star Gazing Circle and owner/developer of Gemenskap Tiny Home development in Spruce Hills, addressed the Board regarding what he described as health and safety issues related to sewer service within the development. He stated that conditions had worsened since the April 6, 2026 meeting and expressed concerns regarding communications with Town administration. Erickson provided a written statement and requested that the Board review the materials outlining his concerns. The following people also spoke
Jamie Bequette, 362 Star Gazing Circle, spoke in support of restoring sewer service and resolving infrastructure issues. She noted that residents continue to pay sewer fees and requested that service be provided as expected. David Mijares, Woodland Park and engineer for Gemenskap development, participated remotely and felt that the project team had complied with all requirements and approvals presented during the process.

Mayor Just acknowledged receipt of the submitted letter/materials and indicated that the Board would review the information. The Town Attorney reiterated that citizen comments are intended to provide information to the Board and are not a dialogue, noting that staff would review concerns and provide responses as appropriate.

VII. Proclamations, Presentations and Updates

A. Presentation by Fairplay Police Department of charitable proceeds from Patches With A Purpose to Boys & Girls Club of the High Rockies.

Police Chief Jeff Worley and Officer Mason Prickett presented the Police Department's new charitable fundraising initiative, "Patches with a Purpose."

Officer Prickett explained that the program was inspired by a similar charitable patch program operated by another law enforcement agency. Limited-edition commemorative patches are sold, with proceeds supporting local nonprofit organizations and community programs. Prickett then presented a \$750.00 charitable donation to the Boys & Girls Club of the High Rockies. Chief Worley announced that future fundraising efforts will include additional commemorative patches, including a law-enforcement-themed patch benefiting National Night Out. The Board expressed appreciation for the Police Department's efforts to support local youth and community organizations.

B. Presentation by Xcel Energy Regional Manager Blair McGary regarding Wildfire Mitigation Plan and Public Safety Power Shutoff (PSPS) preventative measures.

Blair McGary, Area Manager for Xcel Energy, provided a presentation regarding wildfire mitigation efforts, Enhanced Power Safety Settings (EPSS), and Public Safety Power Shutoff (PSPS) procedures.

Key points included:

- Fairplay is located within an area identified as having elevated wildfire risk.
- During periods of extreme wildfire conditions, Xcel may operate electrical systems under Enhanced Power Safety Settings, which disable automatic reclosers and require physical inspection of lines before power is restored following outages.
- Public Safety Power Shutoffs are considered a measure of last resort and may be implemented when conditions include:
 - Extreme wind events;
 - Very low relative humidity;
 - Critically dry vegetation and fuel conditions.
- Xcel uses weather modeling, vegetation conditions, and historical wind data to evaluate the need for PSPS events.
- Park County had recently been evaluated as an area of concern for a potential PSPS event but was ultimately removed from the affected area.
- During high-wind events, residents may still experience outages unrelated to a PSPS due to damaged infrastructure or line faults.
- Restoration times during wildfire-related events may be significantly longer because crews must inspect lines and assess damage before re-energizing the system.
- Xcel continues to improve communication efforts, including:
 - Advance notifications to customers;
 - Coordination with local governments and emergency managers;
 - Outreach to customers dependent on medical devices;
 - Establishment of community resources during extended outages.

Board members discussed outage communications and restoration estimates. A recommendation was suggested that outage notifications provide more realistic restoration expectations during major weather events to reduce public frustration. There was also an inquiry relative to wildfire mitigation funding opportunities. McGary indicated that grant and partnership opportunities were available and offered continued coordination with the Town and regional agencies. The Board thanked McGary and Xcel Energy for ongoing outreach and communication efforts.

C. Comments from outgoing Trustees Courtney Avery and Josh Voorhis and Mayor Frank Just with presentation of service appreciation gifts.

Trustee Avery reflected on her year of service on the Board and expressed appreciation for the opportunity to serve the community. She thanked Town staff, the Police Department, fellow trustees, and residents for their support and stated that she intended to remain active as a volunteer within the community. The Board and staff presented with a bouquet of roses and thanked for her service.

Mayor Just delivered farewell remarks marking the conclusion of his service on the Board of Trustees. He reflected on 16 years of service on the Board, including eight years as Mayor. Just expressed gratitude to residents, trustees, Town staff, and community partners for their support throughout his tenure. He stated his service on the Board was motivated by commitment to the community rather than financial compensation and provided encouraged future Board members to focus on decisions that would be in the best interests of the

Town and to set aside political differences when conducting Town business. He also expressed appreciation for current and former trustees that contributed to the Town's progress over the years and announced his commitment to remaining involved in the community and continuing to support the Town in the future. Mayor Pro Tem Douglas presented Just with a commemorative plaque recognizing his service from March 2011 through April 2026, a YETI cooler and a United States flag that had been flown over the Colorado State Capitol in honor of his contributions to the Town of Fairplay.

VIII. New Business

A. Administration of Oaths of Office to candidates elected at the April 7, 2026 Regular Municipal Election:

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

Town Clerk Janell Sciacca administered the Oath of Office to the newly elected officials. Each affirmed support for the Constitutions of the United States and the State of Colorado and pledged to faithfully perform the duties of their respective offices for the Town of Fairplay. The newly elected officials took their seats and the Dais and were welcomed to the Board.

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

Discussion was held regarding the appointment of a Mayor Pro Tem. Trustee Megan Permakoff declined interest in serving in the position at this time and suggested Trustee Eric Baum due to his prior Board experience. Discussion followed regarding the importance of regular attendance and participation.

MOTION: To appoint Sheyenne Bossert to serve as Mayor Pro Tem was made by Mayor Pro Tem Douglas, citing her demonstrated commitment to learning Town operations and remaining actively involved in the community. The motion was seconded by Trustee Permakoff and passed unanimously.

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

The Board discussed the process for filling the vacant Trustee seat created by Douglas' election to Mayor. Staff explained that:

- The Board has 60 days to fill the vacancy.
- The vacancy may be filled by appointment rather than a special election.
- Interested qualified electors may submit letters of interest.

Board consensus was to solicit applications from interested residents and proceed with an appointment process rather than conducting a special election. Staff was directed to advertise the vacancy and bring applicants forward for consideration at a future meeting prior to the 60 day deadline.

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

Sciacca explained that Town Code requires the reappointment of specific municipal officers following each municipal election. She then noted that the Town's accounting and treasury functions were substantially handled by the Town's contracted financial services provider Plante Moran, while the Treasurer designation remained largely administrative. Trustees discussed Ms. Sciacca's experience and performance and expressed support for her continued service.

MOTION: To approve adoption of Resolution No. 16, Series of 2026, appointing Janell Sciacca Town Treasurer was made by Trustee Permakoff and seconded by Mayor Pro Tem Bossert. The motion passed unanimously.

E. Should the Board of Trustees of the Town of Fairplay, Colorado, approve the adoption of Resolution No. 17, Series of 2026, entitled, "**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING JANELL SCIACCA AS TOWN CLERK AND TOWN ADMINISTRATOR.**"?

Trustee Permakoff indicated that the Town Code required annual performance evaluations of the Town Administrator. Sciacca noted that a formal evaluation had not recently been completed and the Board

discussed conducting one following the seating of the full Board and after additional time for newly elected officials to become familiar with Town operations. The Town Attorney advised that appointments could proceed while performance evaluations would be conducted at a later date. Sciacca volunteered to share the evaluation form with the Board.

MOTION: To approve adoption of Resolution No. 17, Series of 2026, appointing Janell Sciacca Town Clerk and Town Administrator was made by Trustee Permakoff and seconded by Mayor Pro Tem Bossert. The motion passed unanimously.

- F. Should the Board of Trustees of the Town of Fairplay, Colorado, approve the adoption of Resolution No. 18, Series of 2026, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING JOSEPH RIVERA OF THE FIRM OF MURRAY DAHL BEERY AND RENAUD AS TOWN ATTORNEY."**?

Sciacca reported that Rivera had served the Town for approximately one year and provided extensive legal support and continuity. She and Board members highlighted increased responsiveness, legal guidance, and overall service provided to the Town. Public comments were received expressing support for Mr. Rivera's performance and professionalism.

MOTION: To approve adoption of Resolution No. 18, Series of 2026, appointing Joseph Rivera Town Attorney was made by Trustee Permakoff and seconded by Mayor Pro Tem Bossert. The motion passed unanimously.

- G. Should the Board of Trustees of the Town of Fairplay, Colorado, approve the adoption of Resolution No. 19, Series of 2026, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPOINTING BRIAN GREEN AS MUNICIPAL JUDGE."**?

Sciacca reported that Judge Green had served the Town for many years and was instrumental in improving court operations and administration. Public comments were received expressing concern over sentencing practices and Staff clarified that most municipal offenses involve traffic or ordinance violations and are generally not jailable offenses. Police Department representatives indicated that Judge Green was generally professional, reasonable, and effective in his role.

MOTION: To approve adoption of Resolution No. 19, Series of 2026, appointing Brian Green Municipal Judge was made by Trustee Permakoff and seconded by Mayor Pro Tem Bossert. The motion passed unanimously.

- H. Should the Board of Trustees for the Town of Fairplay, Colorado, approve the adoption of Resolution No. 20, Series of 2026, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN ENGAGEMENT LETTER WITH BBA WATER CONSULTANTS, INC. FOR WATER RESOURCE CONSULTING SERVICES?"**.

Sciacca reported that longtime water resource consultant Bill Hahn would be retiring after approximately 20 years of service to the Town and he had recommended BBA Water Consultants as his successor. Chris Sanchez and Dan Niemela of BBA introduced themselves and provided information regarding their expertise in hydrogeology and water rights; Experience working with municipal water providers throughout Colorado; Familiarity with the South Platte Basin and local water issues; and Coordination with the Town's existing engineering and water rights teams. Hahn thanked the Town, Board, and staff for their support throughout his tenure and expressed confidence that BBA would provide excellent service. On-Call Town Engineer Ken Hardesty also expressed support for the recommendation and stated he looked forward to working with the firm. The Board thanked Hahn for his many years of service and presented him with a Town vest in appreciation of his service.

MOTION: To approve adoption of Resolution No. 20, Series of 2026, appointing BBA Water Consultants, Inc as the Town's Water Resource Consultant was made by Trustee Permakoff and seconded by Mayor Pro Tem Bossert. The motion passed unanimously.

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

Rivera reviewed the procedural history, including initial administrative denial of the proposed lot line adjustment, subsequent variance request and denial, and public hearing conducted on April 6, 2026. He also reviewed the Board's findings that the proposed lot line adjustment would create setback violations involving an existing shed and staircase. Rivera also explained that adoption of the resolution would formalize the Board's previous decision and provide the required written findings and order to close out the matter.

MOTION: To approve adoption of Resolution No. 21, Series of 2026, appointing BBA Water Consultants, Inc as the Town's Water Resource Consultant was made by Trustee Permakoff and seconded by Mayor Pro Tem Bossert. The motion passed unanimously.

IX. Public Hearings

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

Mayor Douglas announced the matter and format of the hearing. Sciacca presented the Staff Report and finding advising that:

- All application materials had been submitted and reviewed.
- Required public notices had been properly completed.
- The State Licensing Authority had issued preliminary approval.
- The location complies with applicable zoning and licensing requirements.
- Sixty-one petition signatures were submitted in support of the application.
- No adverse findings were identified during the review process.

Police Chief Worley reported that the Hand Hotel had been cooperative with law enforcement and that management demonstrated responsible operations.

Applicant Catherine Ambrose addressed the Board and described plans to restore and celebrate the historic Hand Hotel Café tradition by creating a community gathering place focused on food service, hospitality, and limited alcohol service. She emphasized that the business intends to complement existing establishments rather than compete directly with them.

Douglas opened the floor to public comment. Karen Archibald, 767 Busch Run, spoke in support of the application, stating that the café would be a positive addition to the community and an enhancement to the Hand Hotel. Douglas closed the floor to public comment.

Following discussion, the Board expressed support for the application and appreciation for the investment being made in the historic property.

MOTION: To approve the application from The Hand Hotel, LLC, for a new Hotel and Restaurant Liquor License at 531 Front Street, Fairplay, CO, for The Outpost Café based on the satisfactory results of the review of the application as outlined in the Staff Report, and the Board further directs Staff to present the Findings of Fact, Conclusions and Order to formalize the Board's action at the next regular Board meeting made by Mayor Pro Tem Bossert and seconded by Trustee Permakoff. The motion passed unanimously.

X. Staff and Board of Trustee Reports

Town Administrator Janell Sciacca provided updates on several ongoing projects, grant opportunities, staffing efforts, and regional partnerships including Water Meter replacement project grant funding through the Colorado Water Conservation Board, DOLA Best & Brightest Intern interviews, resurfacing planned for CO 9 from Fairplay to top of Hoosier pass in 2027, the upcoming Park County Intergovernmental meeting, attendance at a regional housing conference, agenda improvements identifying different types of action items, the upcoming CML Conference in June, increasing bulk water sales, new Town Hall staff and an upcoming due date for Proposals for the Town's UDC and Comp Plan rewrite.

Chief Worley inquired about questions on his written report and discussed the pending Police facility project with expresses optimism relative to \$1.2M of Community Project Funding that had recently been recommended by Representative Pettersen. He also noted the Department had received recent statewide attention when Sgts. Grover and Martinez were featured in a news piece and a PoliceOne publication discussing the department's innovative work schedule and employee wellness initiatives.

The Board discussed a request from staff regarding whether a cutoff time should be established for participants in the Burro Days long-course race. Following discussion, Staff was directed to bring the matter back at a future meeting with additional information and recommendations for Board consideration.

Mayor Douglas welcomed the newly elected Board members and expressed enthusiasm about the opportunities presented by new perspectives and ideas. He encouraged participation in training opportunities through CML and other organizations and emphasized the importance of serving the community through informed and engaged leadership.

Mayor Pro Tem Bossert highlighted opportunities for learning municipal processes and governance responsibilities and expressed appreciation for the support and information being provided to new Board members.

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

Prior to entering executive session, Town Attorney Rivera provided an overview of Colorado Open Meetings Law requirements related to executive sessions, including:

- Executive sessions are exceptions to the general requirement that governmental meetings be conducted openly.
- Executive sessions may be held only for specific purposes authorized by statute.
- No formal decisions or votes may occur during executive session.
- Any action resulting from executive session discussions must occur in open session following return to the public meeting.

MOTION: To enter into executive session pursuant to Colorado Revised Statutes §24-6-402 (4)(b) and (e) to receive legal advice and to determine positions relative to matters that may be subject to negotiations, develop negotiations strategy and instruct negotiators regarding the sewer system at the Gemenskap development in Park County and to take any necessary related action(s) was made by Trustee Permakoff and seconded by Mayor Pro Tem Bossert. The motion passed unanimously.

The room was cleared and the Board entered into executive session at 8:50 PM with Mayor Douglas, Mayor Pro Tem Bossert, Trustee Permakoff, former Mayor Just, Town Administrator Sciacca and Town Attorney Rivera in attendance.

The executive session concluded at 10:12 PM and the Board returned to the regular meeting.

MOTION: To file a claim with the Town's insurance carrier CIRSA, follow all directions including how to proceed with processing submitted tap applications was made by Trustee Permakoff and seconded by Mayor Pro Tem Bossert. The motion passed unanimously.

XII. Adjournment

There being no further business before the Fairplay Board of Trustees, Mayor Douglas declared the meeting adjourned at 10:15 PM.

Board of Trustees, Fairplay, Colorado

ATTEST:

Raymond A. Douglas, Mayor

Janell Sciacca, Town Clerk



Official Minutes
Regular Board of Trustees Meeting
May 18, 2026
901 Main Street, Fairplay, CO 80440

I. Call to Order

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, May 18, 2026, at 6:00 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. Pledge of Allegiance

Mayor Douglas led the pledge of allegiance.

III. Roll Call

Roll call was conducted with the following members being present: Mayor Ray Douglas, Mayor Pro Tem Sheyanne Bossert, Trustee Megan Permakoff and Trustee Erik Baum.

IV. Approval of Agenda

MOTION: To approve the agenda as presented was made by Trustee Permakoff and seconded by Mayor Pro Bossert. Passed unanimously.

V. Citizen Comments – None.

VI. Proclamations, Presentations and Updates

A. Presentation of 2025 FY Audit and Financial Statements from Jim Hinkle of Hinkle and Company, PC.

Jim Hinkle, CEO of Hinkle and Company, appeared and provided an overview of the Town's 2025 FY Audit. Hinkle answered questions from the Board. Following the presentation, Sciacca advised that the Board could accept the draft audit as presented, allowing the auditor to make any non-material revisions before the final version was submitted to the State by July 15 and posted on the Town's website. Hinkle thanked Town staff, particularly Sciacca and Plante Moran, for their responsiveness and assistance throughout the audit process. Staff also informed the Board of an upcoming work session on June 15 with Plante Moran to provide training and discussion regarding governmental accounting and fund structures.

MOTION: To approve the Town of Fairplay 2025FY Audit as presented by Jim Hinkle of Hinkle and CO and allow the auditor to make any non-material revisions prior to submitting the final version to the State of Colorado by July 15 was made by Trustee Baum and seconded by Mayor Pro Tem Bossert. The motion passed unanimously.

VII. New Business

**A. Interviews with candidates and appointment to fill vacant Trustee seat for 2-year term ending April, 2028.
(A)**

Town Attorney Rivera reviewed the legal options available to fill the vacant Trustee seat, explaining that the Board may either appoint a candidate or call a special election. Rivera emphasized that any appointment process should remain open, transparent, and conducted in public session. Sciacca confirmed that two letters of interest had been received before the deadline and that both candidates, Scott Dodge and Courtney Avery, were present for consideration. Both candidates expressed support for the Board making the appointment rather than conducting a special election, citing concerns about election costs, voter turnout, and public confusion following the recent municipal election. Staff confirmed that conducting a special election would result in additional costs to the Town and explained that if only one candidate filed for election, the election could ultimately be canceled and the candidate appointed. The Board moved to presentations by and interviews with the candidates.

Dodge highlighted his previous service on the Board and expressed his desire to continue serving the Town. He discussed the importance of fiscal responsibility, budgeting, water infrastructure protection, economic development, and updating the Unified Development Code (UDC). Dodge identified water resources, aging infrastructure, and economic development as significant challenges facing the Town. He emphasized the need to update land use regulations to better support business growth and development opportunities while reducing administrative burdens on applicants and staff. He also discussed the importance of completing long-term planning initiatives, including implementation of the Fairplay Forward vision and continued development of the River Park project. Dodge felt that his experience, institutional knowledge, and regional relationships would allow him to contribute immediately to ongoing projects and policy discussions.

Avery emphasized her commitment to community service, volunteerism, youth engagement, and representing residents whose voices may not traditionally be heard in local government. She identified community engagement, support for families, childcare opportunities, youth programming, and encouraging broader participation in local government as key priorities. Avery discussed the importance of making Town processes more accessible and understandable to residents and encouraging greater involvement from younger families and underrepresented groups. Avery expressed support for updating the Town's Comprehensive Plan and development regulations while ensuring changes remain consistent with community values and priorities. She stressed the importance of listening to residents and maintaining open communication between the Board and the public.

MOTION: To appoint Scott Dodge to fill the vacancy was made by Trustee Baum but failed for lack of a second.

MOTION: To proceed with a direct vote between the two candidates was made by Trustee Baum and seconded by Mayor Pro Tem Bossert. The motion passed unanimously.

Board members then cast their votes, resulting in a 2-2 tie between Scott Dodge and Courtney Avery with Trustee Permakoff voting for Dodge, Mayor Pro Tem Bossert voting for Avery, Trustee Baum voting for Dodge and Mayor Douglas voting for Avery. Trustees discussed their reasoning, noting the difficulty of the decision and recognizing the strengths of both candidates. Discussion focused on the value of institutional knowledge and experience versus the importance of new perspectives, community engagement, and representation of younger families and residents. Following these discussions, the Board deferred the matter to the end of the agenda to allow for other business to be conducted.

B. ARCHITECTURAL REVIEW HEARING - CASE 2026-COA-003: Consider application from Mayra Ayala Romera of Mr. Burro Cafe for a Certificate of Appropriateness for and exterior improvements project for 501 Front Street, Fairplay, CO. (QJ)

Town Planner Hunn presented the application submitted by Myra Romero for exterior improvements to the future Mr. Burro Café located at 501 Front Street. The proposed project would include new siding, exterior lighting, paint colors, and façade enhancements. Staff found the application consistent with the Town Center Overlay Historic District Design Guidelines and recommended approval. Ms. Romero explained that the improvements were intended to refresh the building's appearance and improve visibility for the business. She noted the goal of completing front façade improvements first to facilitate reopening during the summer season while continuing additional work afterward. Board members expressed support for the project and praised the proposed design. Public comments were received in favor of the application, highlighting the positive impact the business has had on the community and the benefits of improving a prominent Front Street property. No comments in opposition were received.

MOTION: That the Fairplay Board of Trustees, sitting as the Architectural Review Committee, approve the application for a Certificate of Appropriateness filed by Mayra Romero for exterior modifications for the Mr. Burro Café located at 501 Front Street within the Town Center Overlay Zone District, because the proposal meets the Town's criteria and standards for approval; and that the Board direct the Town Clerk to issue said Certificate of Appropriateness within seven (7) business days as per the plans submitted and approved by the Committee was made by Trustee Baum and seconded by Mayor Pro Tem Bossert. The motion passed unanimously.

- C. Should the Board of Trustees of the Town of Fairplay approve the adoption of Resolution No. 23, Series of 2026, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND TIM MILLONZI FOR THE 501 FRONT STREET EXTERIOR IMPROVEMENTS PROJECT FOR MR. BURRO CAFE.**"? (A)

Sciacca presented the Property Improvement Incentive Program (PIP) application associated with the exterior improvements approved under the Certificate of Appropriateness. The owner of the property signed the application but was unable to attend the meeting. Staff confirmed the application was complete and eligible for funding under the program and recommended approval of the incentive funding advising sufficient funds were available within the budget.

MOTION: To approve adoption of Resolution No. 23, Series of 2026, authorizing a PIIP agreement between the Town and Tim Millonzi for the 501 Front Street exterior improvements project for Mr. Burro Cafe was made by Trustee Baum and seconded by Mayor Pro Tem Bossert. The motion passed unanimously.

- D. Should the Board of Trustees of the Town of Fairplay approve the adoption of Resolution No. 24, Series of 2026, entitled "**A RESOLUTION ESTABLISHING EXPEDITED REVIEW POLICIES FOR AFFORDABLE HOUSING PROJECTS.**"? (L)

Sciacca presented the matter explaining that adoption of the policy would qualify the Town for approximately \$45,000 in additional state funding related to the ongoing Comprehensive Plan and Unified Development Code update efforts. Discussion focused on the requirements of the policy, including the obligation to render decisions on complete affordable housing applications within 90 calendar days. The Town Attorney clarified that the policy does not alter zoning regulations, development standards, or approval criteria; rather, it establishes an expedited review timeline. Trustees discussed concerns about future development proposals and confirmed that projects would still be evaluated against all applicable code requirements and legal standards. Staff emphasized that the Town already processes applications efficiently and that adoption of the policy would primarily provide access to additional grant funding while complying with anticipated state requirements.

MOTION: To approve adoption of Resolution No. 24, Series of 2026, establishing expedited review policies for affordable housing projects was made by Mayor Pro Tem Bossert and seconded by Trustee Permakoff. The motion passed 3 to 1 with Trustee Baum voting No.

- E. Should the Board of Trustees of the Town of Fairplay approve the adoption of Resolution No. 25, Series of 2026, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING THE ACCEPTANCE OF REAL PROPERTY FROM THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF PARK.**"?

Town Attorney Rivera reviewed the acceptance of real property conveyed from the County (parking lot at 501 Main Street). He noted the property transfer would be via quitclaim deed, meaning no guarantee of title and then discussed conditions of conveyance including continued public use (parking and related municipal purposes) and "good faith cooperation" which was unusual for a property deed, but had no bearing on the decision to accept or not.

MOTION: To approve adoption of Resolution No. 17, Series of 2026, appointing Janell Sciacca Town Clerk and Town Administrator was made by Trustee Permakoff and seconded by Mayor Pro Tem Bossert. The motion passed unanimously.

VIII. Public Hearings

A. State Revolving Fund (SRF) Loan Required Public Hearing for Capital Project funding for the Town of Fairplay Water Meter Replacement and Well Rehabilitation Project. (A)

Town On-Call Engineer Ken Hardesty presented the proposed Water Meter Replacement and Well Rehabilitation Project funded through a State Revolving Fund (SRF) loan. He reported the project includes replacement of aging water meters, rehabilitation of municipal wells, and installation of energy-efficient pumps and motors. Board discussions focused on meter accuracy, reduction of non-revenue water, project costs, and impacts on water rates. Hardesty noted that state financial review indicated no rate increase would be required to support the proposed loan. There were no public comments for or against the project but rather support for infrastructure improvements and clarification that rates would not be raised due to meter replacement. Staff emphasized fairness in billing and improved accuracy for all users. Hardesty thanked everyone for their input and noted the hearing satisfied the public requirement for the State Revolving Fund Loan so the Town could move forward with its application.

VII. New Business CONTINUED

A. Interviews with candidates and appointment to fill vacant Trustee seat for 2-year term ending April, 2028. (A)

Candidate interviews continued and deliberations, the Board discussed procedures for resolving another potential tie vote regarding the appointment to the vacant Trustee seat. The Town Attorney advised that several options were available, including continuing deliberations, postponing the decision to a future meeting, reopening the appointment process, or calling a special election. The Attorney noted that appointment and election remained the two lawful methods available to fill the vacancy.

Both candidates were offered an opportunity to provide additional comments. Mr. Dodge emphasized the importance of decisive leadership and indicated that he did not wish to become a source of division within the Board. Ms. Avery reiterated her commitment to serving the community regardless of the outcome and expressed support for whichever candidate was ultimately selected.

Board members noted Mr. Dodge's extensive institutional knowledge, experience with Town operations, budgeting, infrastructure planning, and regional partnerships. They also acknowledged Ms. Avery's passion for community engagement, volunteerism, outreach, and her ability to bring additional perspectives and representation to Board discussions.

Several Trustees commented on the difficulty of the decision, recognizing that both candidates possessed valuable qualities and demonstrated a strong commitment to the Town.

Mary Ann Hartt, 290 Main Street, emphasized the value of experience, community service, and maintaining professionalism and respect throughout the appointment process. Comments also highlighted the importance of collaboration and effective governance moving forward.

The Board briefly discussed procedures in the event of a tie vote and reviewed options for continuing deliberations if necessary. Following these discussions, Scott Dodge announced he was withdrawing his name from consideration.

MOTION: To appoint Courtney Avery to fill the vacant Trustee seat for a 2-year term ending April, 2028 was made by Trustee Baum and seconded by Mayor Pro Tem Bossert. The motion passed 3 to 1 with Permakoff voting No.

Board members expressed appreciation for both applicants and acknowledged the significant contributions each had made to the community. Staff reminded the Board that disagreement and deliberation were a normal part of governance and encouraged members to continue working together in the best interests of the community.

IX. Staff and Board of Trustee Reports

Town Administrator Sciacca deferred noted that High Rockies School was seeking to utilize a portion of Town property near the beach for camping, several Work Sessions would need to be scheduled moving forward, sales tax performance was positive, and that the Town would be conducting a dedication ceremony for the River Park in the coming weeks.

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

Prior to entering executive session, Town Attorney Rivera provided an overview of Colorado Open Meetings Law requirements related to executive sessions, including:

- Executive sessions are exceptions to the general requirement that governmental meetings be conducted openly.
- Executive sessions may be held only for specific purposes authorized by statute.
- No formal decisions or votes may occur during executive session.
- Any action resulting from executive session discussions must occur in open session following return to the public meeting.

MOTION: To enter into executive session pursuant to Colorado Revised Statutes §24-6-402 (4)(b) and (e) to receive legal advice and to determine positions relative to matters that may be subject to negotiations, develop negotiations strategy and instruct negotiators regarding the sewer system at the Gemenskap development in Park County and to take any necessary related action(s) was made by Mayor Douglas and seconded by Trustee Baum. The motion passed unanimously.

The room was cleared and the Board entered into executive session at 9:52 PM with Mayor Douglas, Mayor Pro Tem Bossert, Trustee Permakoff, Trustee Baum, Trustee Avery, Town Administrator Sciacca and Town Attorney Rivera in attendance.

The executive session concluded at 10:40 PM and the Board returned to the regular meeting.

XII. Adjournment

There being no further business before the Fairplay Board of Trustees, Mayor Douglas declared the meeting adjourned at 10:40 PM.

Board of Trustees, Fairplay, Colorado

ATTEST:

Raymond A. Douglas, Mayor

Janell Sciacca, Town Clerk



Dear Park County Community Partners & Friends,

On behalf of High Rockies Community School, thank you for considering sponsorship of The Great Llama Race on Saturday, July 25, 2026, during Fairplay's world-famous Burro Days celebration. The Great Llama Race is one of Park County's most beloved traditions, bringing together racers, spectators, volunteers, businesses, and visitors for a day filled with teamwork, laughter, costumes, and community spirit. Last year's event was a tremendous success, raising important funds for High Rockies Community School while drawing participants and spectators from across Colorado.

Thanks in part to the support generated through last year's event, our team successfully opened the Barn Learning Center at Sacramento Creek Ranch as a flexible indoor learning space for students. This exciting milestone has expanded opportunities for hands-on, place-based learning and represents an important investment in the future of our school and community.

As part of Burro Days, The Great Llama Race offers sponsors a unique opportunity to connect with both local residents and the thousands of visitors who travel to Fairplay each year for this iconic event. Your support not only helps make the race possible but also demonstrates your commitment to education, community, and the future of Park County.

High Rockies Community School is a tuition-free public charter school serving families throughout Park County. Our mission is to provide individualized educational options where students and teachers engage in playful, exploratory learning while building knowledge, resilience, and meaningful connections to the world around them. In Fall 2026, HRCS is excited to expand its offerings with the addition of an outdoor, nature-based preschool program, helping meet a growing need for early childhood education in our community.

The Great Llama Race is more than just a fun day during Burro Days. Every sponsorship, donation, and fundraising effort helps create meaningful educational opportunities for local students while continuing a quirky and unforgettable community tradition.

Details regarding sponsorship levels and recognition opportunities can be found in the enclosed Sponsorship Opportunities Form. Sponsors confirmed in the coming weeks will receive the greatest promotional exposure leading up to the event.

Thank you for your time, consideration, and support of High Rockies Community School. We would be honored to partner with you for this year's Great Llama Race.

Should you have any questions, please contact Kendra.Tully@highrockiescommunityschool.org or at (719) 838-1525.

With gratitude,

Laurel Dumas
Executive Director
High Rockies Community School



2026 Sponsorship Opportunities Form

Run. Laugh. Give Back

- **Platinum Sponsor - \$2,500+**

- Premier logo placement on event banner, website, registration page, and printed marketing materials
- Featured Sponsor spotlight on HRCS social media
- Recognition in event emails leading up to race day
- Shout-out from the MC during opening announcements and awards
- Opportunity to display a banner or promotional materials at the event
- Logo featured in event recap and school newsletter
- Certificate of appreciation from HRCS

- **Gold Sponsor - \$1,000**

- Logo placement on event banner, website, and registration page
- Recognition on HRCS social media
- Recognition in school newsletter
- Verbal recognition during race-day announcements
- Logo included in event recap communications
- Certificate of appreciation from HRCS

- **Silver Sponsor - \$500**

- Business name listed on website and registration page
- Thank-you shout-out on social media
- Name included in school newsletter
- Recognition on sponsor signage at the event

- **In-Kind Sponsor**

Businesses may contribute products or services in place of a monetary sponsorship. In-kind sponsors receive recognition based on the value of their contribution.

Examples include:

- Snacks & Water for racers and volunteers
- Race Prizes such as gift certificates, merchandise, experiences, or services
- Media & Marketing support including advertising, photography, videography, or promotion
- Printing Services for banners, flyers, programs, and event signage
- Swag & Giveaways for racer packets and awards

Commitments must be confirmed prior to July 1st to ensure recognition on print marketing, if applicable.

Sponsorship opportunities will close on July 7th. NO other sponsor benefits are implied or guaranteed.



HRCS Presents: The Great Llama Race Sponsorship / Donation Commitment Form

Please indicate how you/your company would like to support the 2026 Llama Race event.

Desired Sponsorship Level: please select one

- ☐ Platinum - \$2,500+
- ☐ Gold - \$1,000
- ☐ Silver- \$500
- ☐ In-kind Donation - any amount

Sponsor/Donor Information: please complete the following sponsor contact information

Company (if applicable):

Contact:

Mailing Address:

City/State/Zip:

Phone:

Email:

Social Media preferred # and @ handles:

Platinum and Gold Sponsors, please send a high resolution logo and/or branding info to
kendra.tully@highrockiescommunityschool.org

In-Kind Donations: additional details needed

In-kind Item Donation Description:

(approx. value): \$

Media Donation (please provide any details):

☐ Print ☐ Radio ☐ Television

(approx. value): \$

Payment Options

1. Check: Please make checks payable to "High Rockies Community School". Mailing Address: HRCS, PO BOX 802, Fairplay, CO 80440. Please include a copy of this form if you mail in a check.
2. Credit Card: A separate link will be provided upon request.

Submit ASAP with a commitment deadline of July 7th, 2026

Questions? Please call or email Kendra Tully, Board Treasurer, at (719) 838-1525 or kendra.tully@highrockiescommunityschool.org



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Wealth Management.

Town of Fairplay

Budget Process and Priority Based Budgeting



Agenda





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Wealth Management.

Budget Concepts and Requirements



What is a Budget?

Definition of a Budget

1. A tentative financial plan
2. Authorization to spend money

Budget Mission

- The mission of the budget process is to help decision- makers make informed choices about the provision of services and capital assets and to promote stakeholder participation in the process.



What is a Budget?

- Managerial “Road Map” to guide your local unit of government
- Management tool vs. Accounting tool
- Guidance document that can be amended as the financial landscape changes
 - Grant Funding
 - State Revenue Sharing/Income Tax Changes
 - Unplanned Needs



Legal requirements for Local Governments

C.R.S. 29-1-102(13). Definitions.

- “Local government” means any authority, county, municipality, city and county, district, or other political subdivision of the state of Colorado; any institution, department, agency, or authority of any of the foregoing; and any other entity, organization, or corporation formed by intergovernmental agreement or other contract between or among any of the foregoing...does not include...any home rule city or town, home rule city and county, cities and towns operating under a territorial charter, school district, or local college district..

C.R.S. 29-1-113(2) Filing of budget

-budgets shall be filed with the division by home rule cities, cities and counties, and towns and cities operating under a territorial charter for the purpose of information and research.



Legal requirements for Local Governments

[CRS 29-1-103](#). Budgets required.

A complete financial plan by fund and by spending agency within each fund

- ✓ A written budget message describing the important features of the proposed budget, including a statement of the budgetary basis of accounting used and a description of the services to be delivered during the budget year
- ✓ All proposed expenditures for administration, operations, maintenance, debt service, and capital projects
- ✓ Anticipated revenues for the budget year
- ✓ Explanatory schedules or statements classifying the expenditures by object and the revenues by source
- ✓ Three years' comparable data – actual figures for the prior fiscal year, estimated figures through the end of the current fiscal year, and the budget year - including all beginning and ending fund balances
- ✓ Schedule for all payment obligations under financed purchase of an asset or COP agreements



Budget Statutes Cont'd

29-1-108. Adoption of budget -appropriations -failure to adopt.

(1)The governing body of the local government shall hold a hearing to consider the adoption of the proposed budget, at which time objections of the electors of the local government shall be considered. The governing body shall revise, alter, increase, or decrease the items as it deems necessary in view of the needs of the various spending agencies and the anticipated revenue of the local government. Adoption of the proposed budget shall be effective only upon an affirmative vote of a majority of the members of the governing body.

(1)Before the mill levy is certified pursuant to section 39-1-111 or 39-5-128, C.R.S., the governing body shall enact an ordinance or resolution adopting the budget and making appropriations for the budget year. The amounts appropriated shall not exceed the expenditures specified in the budget. Appropriations shall be made by fundor by spending agencies within a fund, as determined by the governing body. Changes to the adopted budget or appropriation shall be made in accordance with the provisions of section 29-1-109.

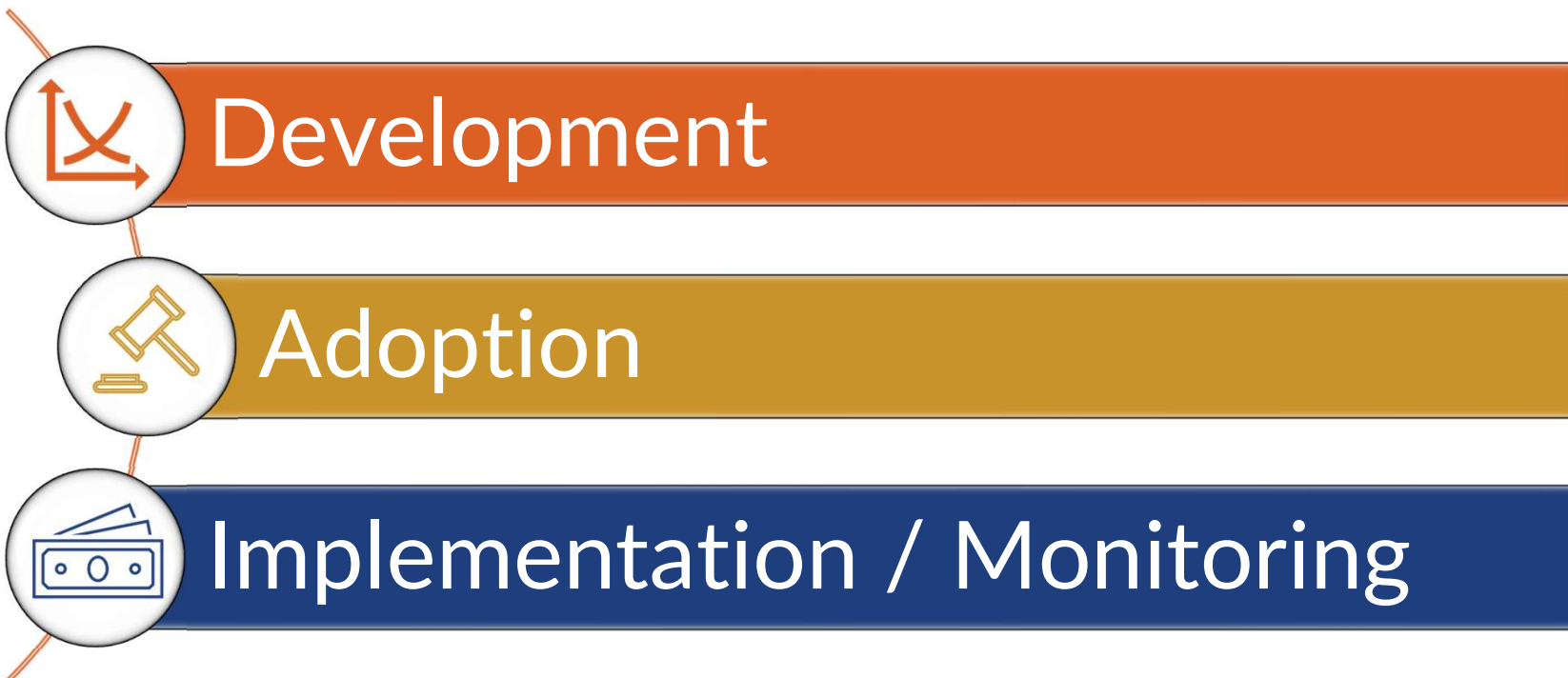


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Budget Process and Best Practice



Budget Process





Budget Development Best Practices





Budget Development

Basis of Budgetary Accounting

BC1

- Cash Basis: when cash is received/disbursed
- Modified Accrual basis:

Revenues: available/measurable

Expenditures: when liabilities are incurred

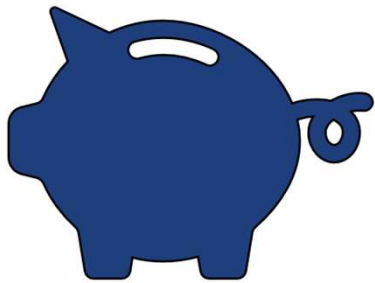
- Encumbrance Basis: Modified accrual basis, but includes the recognition of encumbrances



Budget Development – Fund Balance

BC2

Use of Fund Balance



- What are the legal requirements to use fund balance?
- How much fund balance do I need?
- When should I budget a use of fund balance?
- Do I need a fund balance reserve policy?



One-time Revenue and Expenditures

Match one-time revenue
with one-time
expenditures

Do not use one-time
revenues to solve
ongoing budget shortfalls

Evaluate the impact of
one-time expenditures
on ongoing operations





Community Engagement

Budget Development process – Key Opportunity for Citizen Engagement

- Citizen engagement strategies will differ across different communities.
- Overarching principles and best practices:
 - Focus on 3-5 high level priorities
 - Plan and communicate opportunities for citizens to identify priorities early and often
 - Engage different modalities – localized in person work sessions, online surveys
 - Report out on results of engagement activities in public meeting



Focus on Results and Outcomes



Note key policy drivers for budgetary changes in an executive transmittal letter (for example prioritizing adding to a specific library collection in order to serve a specific need in the community)



Include key operational measures and descriptions of activities funded by a department or fund in budget document



For increases in spending, tie the increase to expected changes in outcomes for citizens (example: additional hours of operation, more accessible materials, etc)



Budget Adoption Process

Presentation of the Proposed Budget to governing body by October 15th (C.R.S. 29-1-105)

Governing body publishes the “Notice of Budget” upon receiving the proposed budget

Budget Hearings

Final Adoption via ordinance/resolution by December 31st (or prior to mill levy certification)



Budget Implementation and Monitoring



- ✓ Enter approved budget into your financial system or initialize the new fiscal year in your financial system
- ✓ Monitor budget to actual amounts throughout the fiscal year
- ✓ Amend budget as necessary throughout the fiscal year as needed and to comply with State law



Budget Amendments – Best Practice

BC1

- The need for a budget amendment should be assessed by Town Management at least quarterly to ensure timely updates to board
- Budget amendments are required if expenditures will exceed the budget at the level of budget adoption
- Even if not required, a budget amendment should be proposed if there is a major change in revenue or expenditure
- A narrative of amendments is helpful, and in some cases required, to governing body when presented



Budget Amendments

Transfer

Move money from one appropriated fund or spending agency to another

General Fund → Capital Projects Fund

Requirements:

- Publish notice of public meeting and conduct hearing
- File amendment ordinance/resolution with DLG

Supplemental

Receive unanticipated revenue to spend in budget year

Example – Receiving unexpected grant funds

Requirements:

- Publish notice of public meeting and conduct hearing
- File amendment ordinance/resolution with DLG

Revision

Reduction of appropriation to reduce expenditure levels

Requirements:

- Optional budget hearing
- Optional adoption of ordinance/resolution
- If adopted, file amendment ordinance/resolution with DLG

Contingency

Governing body authorizes expenditure of funds in excess of appropriations in an emergency

Example: Unanticipated repair that requires dipping into reserves

Requirements:

- Adopt at a public meeting
- File amendment ordinance/resolution with DLG



plante moran | Audit. Tax. Consulting.
Wealth Management.

Priority Based Budgeting



What is Priority Based Budgeting?

A framework that ties dollars to community priorities

- Evaluates programs by both cost and contribution to Town goals
- Aligns spending with the Comprehensive Plan and Board-adopted objectives
- Answers: 'Are we allocating our resources to make our community better?'
- Supplements (does not replace) the statutory line-item budget



Key Benefits for the Board and Community

- Strategic focus — the budget becomes a 'road map' for priorities
- Better trade-off transparency — outcomes, not just line items
- Long-term fiscal sustainability — protect core services in downturns
- Accountability and public trust — clear link between dollars and outcomes



Potential Challenges and Limitations

- Limited staff and data capacity for analytical effort
- Few 'low-priority' expenditures in a lean, essential-services budget
- New concepts (program costing, scoring) require training
- Risk of being perceived as just a 'cutting exercise'



PBB and Statutory Compliance

An additive tool, not a replacement

- Fairplay still adopts an annual line-item budget by fund (C.R.S. 29-1-103)
- All format and content requirements remain — balanced funds, hearings, timely adoption
- PBB insights inform allocations; the official line item budget remains
- Same data, reorganized by program and priority for strategic planning



How PBB Works – The Process

- Identify community priorities
- Quantify the full cost of each program
- Score each program's alignment with priorities
- Sort programs into priority tiers, then strategically allocate budget to each program
- Refine over time through a process of continuous improvement



Phased Implementation Timeline

Approximately 12 to 24 months

- Phase 1: Board priority identification and project setup
- Phase 2: Program inventory and full-cost calculation
- Phase 3: Scoring, ranking, and tier assignment
- Phase 4: Apply to next budget cycle; refine annually



Key Take-Aways

- PBB connects Fairplay's finances to its long-term community vision - “Are our dollars achieving what we want for our community?”
- Plan on a phased implementation:
 - Begin with a focused pilot in the upcoming budget cycle
 - Focus on continuous improvement over the next 1-2 years
- Communicate progress to residents



Contact Information



Kari Shea, Partner, CPA
248-223-3287
kari.shea@plantemoran.com



Amanda Karger, Senior Manager
303-846-3440
amanda.karger@plantemoran.com



Thank you!



Town of Fairplay

901 Main Street • P.O. Box 267

Fairplay, Colorado 80440

(719) 836-2622

[Fairplay Colorado Website](http://www.fairplaycolorado.com)

Staff Memorandum

To: Board of Trustees

From: Janell Sciacca, Town Administrator

RE: Should the Board of Trustees of the Town of Fairplay approved the adoption of Resolution No. 27, Series of 2026, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND KEITH KROEPLER FOR THE 348 PARK VIEW DRIVE HOME STAINING PROJECT.**"? (A)

Date: 6/15/2026

Background/Analysis:

Keith Kroepler has submitted a Property Improvement Incentive Program (PIIP) application for funding to stain the exterior of his home and deck beams, joists, posts, and rails at 348 Park View Drive. The contractor performing the work is Frank Guerin of The Final Touch, LLC and the estimated cost of the project is \$4,200.00.

Fairplay property taxes paid on the property over the last five years and the amount eligible for the granting of a tax rebate is \$1,365.92.

The application is in order and the project is in compliance with the rules and regulations set forth in Fairplay Municipal Code Article IX - Property Improvement Incentive Program and Staff is recommending approval. The Applicant will be in attendance online.

Recommendation:

Staff recommends approval of Resolution No. 27, Series of 2026, approving a PIIP between the Town and Keith Kroepler for the 348 Park View Drive staining project as presented.

Attachments:

1. Kroepler Master File

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 27
(Series of 2026)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND KEITH KROEPLER FOR THE 248 PARK VIEW HOME STAINING PROJECT.

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

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

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

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

RESOLVED, APPROVED, and ADOPTED this 15th day of JUNE, 2026.

TOWN OF FAIRPLAY, COLORADO

Raymond A. Douglas, Mayor

ATTEST:

Janell Sciacca, Town Clerk

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT
(348 PARK VIEW DRIVING HOME STAINING PROJECT)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (348 Park View Drive Home Staining Project) (hereafter referred to as the "348 Park View Drive Home Staining Project PIIP Agreement") is made and executed this 15th day of JUNE, 2026, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Keith Kroepler (hereafter referred to as the "Owner").

W I T N E S S E T H

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 348 Park View Drive, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by power washing and staining the home's siding and deck posts, rails, joists and beams, in which said improvements will enhance the appearance of the Property and of the Town; and

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

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

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

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

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

2. **Scope of Work.** The parties hereby mutually agree that Owner shall construct, or cause to be constructed, the improvements to the Property set forth in **Exhibit A** hereto (the "Work" or the "Project"). Such work shall be completed to the reasonable satisfaction of the Town prior to any reimbursement pursuant to this PIIP Agreement. Any change in the Scope of Work shall require the prior written approval of the Town and may result in a decrease in the amount of the reimbursement should the Town reasonably determine that the change diminishes the cost or value of the improvements. The construction or installation of the improvements shall commence no later than October 1, 2026, and shall be completed no later than December 31, 2026. Should the work not commence or not be completed by the dates specified above, this PIIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

3. **Cost of Project.** The estimated cost of the Project is Four Thousand Two Hundred Dollars and zero cents (\$4,200.00).

4. **Contractor.** The contractor is The Final Touch, LLC.

5. **Property tax rebate and matching funds.** The parties hereby mutually agree that the maximum amount of real property taxes to be rebated to Owner by the Town shall be One Thousand Three Hundred Sixty-Five Dollars and Ninety-Two Cents (\$1,365.92) and that such amount does not exceed the amount of real property taxes paid on the Property to the Town during the preceding five years. The owner shall pay not less than an amount equal to fifty percent (50%) of the total cost of the Project. Should the cost of the Project decrease during the work the property tax rebate provided by the Town shall be reduced to assure that the Owner contributes at least fifty percent (50%) of the total cost of the Project.

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

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

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

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

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

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

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

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

To the Owner: Keith Kroepler
 P.O. Box 2054
 Fairplay, CO 80440

EXECUTED the day and year first above written.

THE TOWN OF FAIRPLAY, COLORADO

Raymond A. Douglas, Mayor

Janell Sciacca, Town Clerk

OWNER:

Keith Kroepler

Property Address: 348 PARK VIEW DRIVE
Tax Schedule #: R0046172

HOW MUCH PIIP MONEY CAN I APPLY FOR IN 2026?

A - Total Tax Paid	Tax Year	B - Total Mill Levy	C - Fairplay Mill Levy	A / B X C - Total Tax Paid to Fairplay
\$ 2,900.14	2025	77.5950	11.799	\$ 342.19
\$ 2,916.46	2024	72.5847	11.799	\$ 344.11
\$ 2,809.76	2023	69.9290	11.799	\$ 331.52
\$ 1,485.76	2022	75.9982	11.799	\$ 175.30
\$ 1,464.46	2021	72.8218	11.799	\$ 172.79
5 Year Total of Taxes Paid to Fairplay				<u>\$ 1,365.92</u>

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

Additional Notes: No prior PIIP for this location in past 5 years.



TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

Application for Consideration

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

Applicant Must Be Property Owner

PROPERTY INFORMATION

Property Address: 348 PARK VIEW DRIVE/FAIRPLAY 80440

Residential ☒ Commercial ☐

OWNER INFORMATION

First Name: KEITH

Last Name: KROEPLER

Mailing Address: P.O. BOX 2054 FAIRPLAY CO 80440-2054

Phone Number: 970-409-7663/970-418-0531 Email Address: KKROEPLER@GMAIL.COM

CONTRACTOR INFORMATION

Name: THE FINAL TOUCH LLC / FRANK GUERIN

Contractor Lic. # 833350001

Mailing Address: P.O. BOX 7757 BRECKENRIDGE CO

License County SUMMIT

Phone Number: 970-547-7640 80424

Email Address: FRANKGUERIN32@YAHOO.COM

PROJECT INFORMATION

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

SEE ATTACHED BID
14 PICTURES E-MAILED

Project Valuation (\$):
(Total Cost of Project)

\$4200. -

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

Amount of PIIP Funds from the
Town:

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

Applicant KKroepler Date 6/11/26

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

Estimate 1293 from The Final Touch llc

frankguerin32@yahoo.com <frankguerin32@yahoo.com>
To: Keith Kroepler <kkroepler@gmail.com>

Thu, Apr 23 at 11:20 AM

I'll do that as long as it is not excessive. Here is my info for the home improvement form

The Final Touch
PO Box 7757 Breckenridge 80424
970-547-7640
[Quoted text hidden]

Contractor license # 833350001
Summit County

The Final Touch llc
p.o. box 7757
Breckenridge, CO 80424

frankguerin32@yahoo.com
+1 (970) 547-7640

Bill to
keith kroeppler

Ship to
keith kroeppler

Estimate details

Estimate no.: 1293

Estimate date: 04/23/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Exterior Painting	power wash back side of house	1	\$0.00	\$0.00
2.		apply 2 coats semi transparent stain to all siding, deck posts and rails, deck joists and beams			
3.		wipe oxidated windows with denatured alcohol			
4.		touch up where necessary around exterior			
5.		clean site daily			
6.	Sales	total with labor and materials			\$4,200.00
Total					\$4,200.00

Accepted date

Accepted by

















Town of Fairplay

901 Main Street • P.O. Box 267

Fairplay, Colorado 80440

(719) 836-2622

[Fairplay Colorado Website](http://www.fairplaycolorado.com)

Staff Memorandum

To: Board of Trustees

From: Janell Sciacca, Town Administrator

RE: Should the Board of Trustees of the Town of Fairplay approve the adoption of Resolution No. 28, Series of 2026, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING THE ACCEPTANCE OF A COLORADO DEPARTMENT OF LOCAL AFFAIRS BEST & BRIGHTEST EIAF-26-170 GRANT.**"?

Date: 6/15/2026

Background/Analysis:

The Town applied for a Colorado Department of Local Affairs EIAF Grant for the Best & Brightest Management Internship and Fellowship Program. Per the DOLA website, the program is designed to connect Colorado residents with public service opportunities in local government, engage future leaders, and meet students where they are in their career development. The program benefits local government entities by helping to fund a 2-year position with the entity, and it benefits graduate students by helping to provide them with employment at an entity where they can learn all about managing a Town/City.

The Town conducted interviews with prospective candidates and chose to extend an offer to Kelly Perry-Cochran. Cochran, who currently works for the Colorado Department of Education as a Budget & Policy Analyst and is enrolled with CSU completing her Masters of Public Policy and Administration and Masters Certificate in Conservation Policy, has accepted the Town's offer and will begin work with the Town on June 22. Upon Cochran's acceptance of the Town's offer, DOLA prepared and approved the attached Intergovernmental Grant Agreement and Staff is now recommending acceptance and approval by the Town in order to formalize the grant award.

Recommendation:

To approve the adoption of Resolution No. 28, Series of 2026, approving the acceptance of a Colorado Department of Local Affairs Best & Brightest EIAF-26-170 Grant in the amount of \$68,000.00.

Attachments:

1. 2026-28 DOLA B&B Grant Award Acceptance
2. State of Colorado Intergovernmental Grant Agreement

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 28
(Series of 2026)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING THE ACCEPTANCE OF A COLORADO DEPARTMENT OF LOCAL AFFAIRS BEST & BRIGHTEST EIAF-26-170 GRANT.

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

WHEREAS, The Department of Local Affairs (DOLA) Best and Brightest Management Internship and Fellowship Program partners with counties, municipalities and universities across the state, striving to meet the needs of communities, engage future leaders, and meet students where they are in their professional development, connecting them to community work in public service; and

WHEREAS, The Department of Local Affairs Best and Brightest Management Fellowship Program is an in-person paid two-year fellowship that is meant to foster the local government management profession; and

WHEREAS, the Town of Fairplay submitted an application for the Best and Brightest program and was awarded a grant in the amount of \$68,000.00 for financing a portion of the salary and benefits costs associated with the employment of an administrative Fellow for a 2-year period beginning June, 2026; and

WHEREAS, the Town of Fairplay desires to formalize its acceptance of the \$68,000.00 DOLA Best and Brightest EIAF-26-170 Grant award;

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

Section I. That the Town of Fairplay hereby accepts the \$68,000.00 EIAF-26-170 Best and Brightest Grant Award to be used for salary and benefit costs for employment of a graduate Fellow. The Town further agrees to the Terms & Conditions set forth in the agreement attached hereto as "Exhibit A" and has or will budget all required matching funds.

Section II. This resolution takes effect immediately upon adoption.

INTRODUCED, READ, ADOPTED, AND APPROVED on this 15th day of June, 2026.

TOWN OF FAIRPLAY, COLORADO

ATTEST:

Raymond A. Douglas, Mayor

Janell Sciacca, Town Clerk CMC

EXHIBIT A - RES. 28, SERIES OF 2026

State of Colorado Intergovernmental Grant Agreement
Summary of Terms and Conditions

State Agency	Performance Start Date
DEPARTMENT OF LOCAL AFFAIRS (DOLA)	The later of the Effective Date or May 28, 2026
Grantee	Grant Expiration Date
Town of Fairplay	July 31, 2028
Project Number and Name	DOLA Regional Manager
EIAF-26-170 - Fairplay Best & Brightest Fellowship FY2026	<u>Kate Peacock, (970) 744-0760,</u>
DLG Portal Number	<u>(kate.peacock@state.co.us)</u>
EIAF-26-170	DOLA Regional Assistant
CMS Number	<u>Nichole Robillard, (970) 473-4947,</u>
208666	<u>(nichole.robillard@state.co.us)</u>
Grant Award Amount	Program Name
\$68,000.00	Energy & Mineral Impact Assistance Program
Retainage Amount	(EIAF)
\$3,400.00	Agreement Authority
Funding Account Codes	Authority to enter into this Grant exists in C.R.S.
CTGG1 202600003689	24-32-106 and 29-3.5-101 and funds have been
Phase Code	budgeted, appropriated and otherwise made
FM26D2	available pursuant to C.R.S. 34-63-101, et seq.
VCUST#	(through Colorado’s Mineral Leasing Fund) and a
VC00000000014198	sufficient unencumbered balance thereof
Address Code	remains available for payment. Required
CN001 EFT	approvals, clearance and coordination have been
	accomplished from and with appropriate
	agencies. This Intergovernmental Grant
	Agreement is funded, in whole or in part, with
	Federal funds (CFDA 15.437).

Grant Purpose/Project Description

The Project consists of financing a portion of the salary and benefits costs associated with the employment of an administrative Fellow for the Town of Fairplay (Grantee).

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

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

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

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

Signature Page

The Signatories Listed Below Authorize this Grant

DEPARTMENT OF LOCAL AFFAIRS
PROGRAM REVIEWER

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

Signed by:

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

DocuSigned by:

45D2B7CF50DE4BD...
By: Angie Cue, EIAF Program Manager

Date: 6/2/2026 | 9:03 AM MDT

Date: 6/2/2026 | 7:53 AM MDT

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Caleb Vester

Name: Controller Delegate

Signed by:

Caleb Vester

1B60C79585F74E7...

Signature: Controller Delegate

Effective Date 6/5/2026 | 9:15 AM MDT

1. Grant

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

2. Term

A. Initial Grant Term and Extension

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

B. Early Termination in the Public Interest

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

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

C. *Reserved.*

3. Definitions

The following terms shall be construed and interpreted as follows:

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

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

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

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

W. *Reserved.*

X. *Reserved.*

Y. **"Services"** means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

Z. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

AA. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

BB. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

CC. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

DD. *Reserved.*

EE. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

FF. *Reserved.*

GG. *Reserved.*

HH. *Reserved.*

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

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

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

4. Statement of Work

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

5. Payments to Grantee

A. Maximum Amount

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

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

B. *Reserved.*

C. Matching Funds

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

D. Reimbursement of Grantee Costs

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

E. Close-Out and Deobligation of Grant Funds.

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

F. Erroneous Payments.

The State may recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and

unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

6. Reporting - Notification

A. Performance and Final Status

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

B. Violations Reporting

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

7. Grantee Records

A. Maintenance and Inspection

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

B. Monitoring

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

C. Final Audit Report

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

8. Confidential Information-State Records

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or

Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating

with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit E** on an annual basis. Grantee's duty and obligation to certify as set forth in **Exhibit E** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflict of Interest

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

10. Insurance

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

11. Breach of Agreement

In the event of a breach of Agreement, the aggrieved Party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may

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

12. Remedies

A. State's Remedies

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

I. Termination for Breach

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

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

a. Obligation and Rights

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

At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

II. Remedies Not Involving Termination

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

a. Suspend Performance

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

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

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

B. Grantee's Remedies

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

13. Dispute Resolution

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

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

14. Notices and Representatives

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

15. Rights in Work Product and Other Information

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

16. Governmental Immunity

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

17. General Provisions

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

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

D. Modification

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

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

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

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Intergovernmental Grant Agreement Terms

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

I. Third Party Beneficiaries

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

J. Waiver

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

K. Accessibility

i. *Reserved.*

ii. Grantee shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

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

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

L. *Reserved*

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

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

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

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

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

C. Governmental Immunity.

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

D. Independent Contractor.

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

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

E. Compliance with Law.

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

F. Choice of Law, Jurisdiction, and Venue.

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

G. Prohibited Terms.

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

H. Software Piracy Prohibition.

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

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

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

EIAF-26-170 - Fairplay Best & Brightest Fellowship FY2026

EXHIBIT B - SCOPE OF PROJECT (SOP)

1. PURPOSE

- 1.1. **Energy Impact.** The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.
- 1.2. **The Best and Brightest Management Internship and Fellowship (Best & Brightest or B&B) program** provides financial assistance to designated local governments for a portion of salary, expenses, and fringe benefit costs to support paid summer or semester internships for high school seniors, paid summer or semester internships for undergraduates, and/or paid two-year fellowships for Master of Public Administration and/or Master of Public Policy & Administration students studying at partner universities.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

- 2.1. **Project Description.** The Project consists of financing a portion of the salary and benefits costs associated with the employment of an administrative Fellow for the Town of Fairplay (Grantee).
- 2.2. **Work Description.** The Grantee will employ the administrative Fellow for approximately a 24-month period and the Fellow will work under the direction of an individual designated by the Grantee. The Best & Brightest program provides a cost-effective way to help support the increasing administrative needs of small, rural jurisdictions in Colorado. Additionally, the program provides students the opportunity to gain valuable working experience while completing their graduate degree.
 - 2.2.1. The Fellow hired must be a graduate of an accredited institution of higher education with at least a bachelor degree, and a participant in the University of Colorado at Denver Masters in Political Science New Directions Program, Graduate School of Public Affairs, Colorado State University's Masters in Policy and Public Administration, or Adams State University's Masters in Public Administration program and maintain good standing in the program.
 - 2.2.2. The Grantee will develop and use a job description for the administrative Fellow position. The Grantee anticipates that the Fellow will perform a variety of administrative duties in the day-to-day operation of the Grantee, as specified in the job description, and will carry out the directives of the governing board or their designee. In addition, the Fellow will be involved with a variety of administrative

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functions including, but not limited to, budgeting, financial management/reporting, grant writing and administration, planning and land use management, capital improvements planning and implementation, economic development, communication with state and federal government agencies, intergovernmental relations, and research.

2.2.3. The Grantee's designee will, with the Fellow, set priorities and schedule the work to be accomplished by the Fellow, taking into consideration the jurisdiction's most immediate needs, the Fellow's specific skills, and available time to accomplish the work. The Grantee's designee will meet with the Fellow on a quarterly basis to evaluate the progress of the Fellow and set priorities for the future.

2.2.4. In the event a vacancy should occur in the administrative Fellow position, the Grantee may pursue a replacement candidate through the Best & Brightest Program manager.

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

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

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

2.5. Eligible Expenses. Eligible expenses shall include: up to twenty-four (24) months of salary and benefits costs, and operations/program costs of the Fellow. Grant Funds will pay 50% of salary and benefit costs of the Fellow, to a maximum of \$30,000 per 12-month period, up to a maximum of \$2,000 for operational/Program costs as defined in **§3.2.2** below in the 24-month period, and an award bonus of \$3,000 after completion of each twelve-month period. Grantee will contribute at least \$30,000 for each twelve-month period. Grantee is responsible for any salary and benefits and/or any operations/Project costs in excess of the Project Budget.

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3. DEFINITIONS

3.1. “Cumulative Budgetary Line Item Changes” means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in **§6.2 Budget** within this **Exhibit B**.

3.2. Project Budget Line Items.

3.2.1. “Personnel Services Costs” means program-specific allowable salary and benefits costs.

3.2.2. “Operations/Program Costs” means supplies, vehicle costs such as mileage or gas purchases, telephone and internet costs, meeting costs, copies, and printing.

3.2.3. “Other: Personnel Services Stipend” means Grant Funds awarded as a Bonus Stipend after completion of each year.

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

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is the successful mentoring of a Best and Brightest Fellow.

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

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

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Hire the B&B Fellow.	July 01, 2026
Provide DOLA with job description for the administrative Fellow position.	Within 60 days of the Effective Date of this Grant Agreement.
Submit progress reports detailing Fellow work items to the DOLA Regional Manager.	To be included with the Quarterly Status Reports.
Award \$3,000 Bonus Stipends after completion of each year.	Upon completion of one (1) full year and two (2) full years of the fellowship.

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Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	October 29, 2028

4.4. Budget Line Item Adjustments.

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

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

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

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

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request	Status Report
2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes

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3 rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4 th (Oct-Dec)	2026	January 30, 2027	Yes	Yes
1 st (Jan-Mar)	2027	April 30, 2027	Yes	Yes
2 nd (Apr-Jun)	2027	JULY 15, 2027*	Yes	Yes
3 rd (Jul-Sep)	2027	October 30, 2027	Yes	Yes
4 th (Oct-Dec)	2027	January 30, 2028	Yes	Yes
1 st (Jan-Mar)	2028	April 30, 2028	Yes	Yes
2 nd (Apr-Jun)	2028	JULY 15, 2028*	Yes	Yes
3 rd (Jul-Sep)	2028	October 29, 2028	Yes	Yes

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

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

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. If Grantee replaces its named personnel, it shall notify the State in writing of the change, who the replacement is, and the effective date of the change.

5.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of Janell Sciacca, Town Manager, (jsciacca@fairplayco.us), an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project under this §5. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel. None. Such key personnel shall be updated through the process in §5.3.

5.4. DLG Regional Manager: Kate Peacock, (970) 744-0760, (kate.peacock@state.co.us)

5.5. DLG Regional Assistant: Nichole Robillard, (970) 473-4947, (nichole.robillard@state.co.us)

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6. FUNDING

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

6.1. Matching/Other Funds. Grantee shall provide at least \$60,000 of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of **\$6.2** below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Personnel Services Costs (24 months)	\$120,000	\$60,000	\$60,000	Grantee
2	Operations/Program Costs	\$6,000	\$6,000	\$0	Grantee
3	Other: Personnel Services Stipend	\$2,000	\$2,000	\$0	Grantee
	Total	\$128,000	\$68,000	\$60,000	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **\$7** of the Grant.

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

Payment	Amount	
Interim Payment(s)	\$64,600	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$3,400	Paid upon Substantial Completion of the Project (as determined by the State in its sole

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		discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$68,000	

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

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **\$4.6** of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

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

State Agency

Department of Local Affairs (DOLA)

Grantee

Insert Grantee's Full Legal Name

Project Number and Name

Insert DOLA's project number and name

Option Letter CMS Number

Insert CMS number for this Amendment

Previous CMS #(s)

Insert CMS number for orig Agreement, and
any prior chg docs

Program Name

Energy & Mineral Impact Assistance Program

(Acctg Dropdwn EIAF)

Funding Account Codes

Enter CTGG1 number

Phase Code

Acctg enters Phase Code

DLG Portal Number

Insert DLG Portal number for this Project

**Current Grant Agreement Expiration
Date**

Month Day, Year

Prior Grant Agreement Expiration Date

Month Day, Year

Grant Amount

Initial Award: \$0.00

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

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

Total Grant Amount: \$0.00

DOLA Regional Manager

Choose an item.

DOLA Regional Assistant

Choose an item.

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Maria De Cambra, Executive Director

Date: _____

Name: Controller Delegate

Signature: Controller Delegate

Effective Date: _____

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

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

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

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

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

<u>Milestone/Performance Measure</u>	<u>By:</u>
Provide DOLA with job description for the administrative intern position.	Within 60 days of the Effective Date of this Grant Agreement.
Hire the B&B intern.	Within 60 days of the Effective Date of this Grant Agreement.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request	Status Report
1 st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes

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

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

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

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.

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Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

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

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

3. OPTION LETTER EFFECTIVE DATE:

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



Town of Fairplay

901 Main Street • P.O. Box 267

Fairplay, Colorado 80440

(719) 836-2622

[Fairplay Colorado Website](#)

Staff Memorandum

To: Board of Trustees

From: Joe Rivera, Town Attorney

RE: Discussion of the municipal utilities impact fee report, parks impact fee report, law enforcement impact fee report, storm drainage impact fee report, and streets impact fee report and next steps.

Date: 6/15/2026

Background/Analysis:

The Board will discuss proposed impact fees for utilities, parks, law enforcement, storm drainage and streets including discussing:

- (1) Which fees to impose; and
- (2) What point in the development process the fees would be collected by the Town; and
- (3) The actual fee rate that will be collected by the Town.

The Board will also discuss how the proposed impact fees relate to other impact fees presently in the Fairplay Municipal Code. Based on the Board's discussion and direction, Town staff will prepare an ordinance for the Board's consideration at a future meeting.

Link to access Impact Reports: [Impact Fee Reports](#)

Recommendation:

Attachments:

1. Impact Fees Report_SGM



MEMORANDUM

TO: Town of Fairplay Board of Trustees
FROM: Deron Dirksen, P.E., SGM
DATE: June 15, 2026
RE: Adoption of Town of Fairplay Development Impact Fee Reports

Purpose

The purpose of this memorandum is to present the completed Development Impact Fee Reports and request Board consideration of adopting the reports for the Town of Fairplay.

Background

The Town retained SGM to prepare Development Impact Fee Studies for the following service areas:

- Law Enforcement
- Municipal Facilities
- Parks
- Stormwater
- Streets

These reports were developed in accordance with Colorado Revised Statute § 29-20-104.5 and applicable legal standards, ensuring compliance with the legal framework governing impact fees.

Town Board Work Session

On Monday, February 9, 2026, the Town Board held a work session to discuss the impact fee studies. Based on the discussion and direction received during that meeting, several updates were made to the reports. Key revisions include:

- Section 1 (Executive Summary) was updated to reflect tier-based residential impact fees.
- Section 5 (Legal Framework) was added to discuss compliance with the Nollan, Dolan, and Sheetz cases.
- Section 7 (Population) now reflects Mayor Frank Just's population observation.
- Section 9 was updated across all reports to incorporate the 25% allocation of the Maintenance Shop, Public Works vehicles, street measurements, and any affected equations or text.
- Section 10 updates the impact fee table, adds Section 10.3 to show the residential fee stratification, and updates Section 10.4 to address stratification and affordable housing.
- Sections 12 and 13 received minor updates for table references and stratification.



- An appendix was added for new Public Works vehicles, including KBB values for consumer vehicles and online quotes for commercial vehicles (adjusted as needed).
- Miscellaneous typo and sentence structure corrections were made throughout.

Purpose of Impact Fees

The primary objective of impact fees is to ensure that new development pays its proportionate share of the costs of public infrastructure and services required to accommodate growth rather than shifting those costs to existing residents and taxpayers. Impact fees provide a mechanism to:

- Ensure growth pays for growth.
- Protect existing residents from growth-related capital costs.
- Promote fiscal sustainability.
- Equitably allocate infrastructure costs among development types.

Adoption Considerations

The impact fee amounts identified in the reports represent the maximum supportable fees based on the analyses. The Board may elect to adopt fees at those levels or establish lower fees based on policy considerations, housing objectives, or community priorities.

Recommendations

The studies recommend that the Town:

- Maintain impact fee revenues in separate and distinct funds.
- Restrict expenditures to growth-related capital infrastructure.
- Update the studies approximately every five years.
- Adjust fee schedules annually using a recognized inflation index.

Requested Action

Staff and SGM recommend that the Board of Trustees:

1. Accept and adopt the Development Impact Fee Reports.
2. Review and consider the Ordinance, which has been prepared by legal counsel.

Attachments:

Law Enforcement: Development Impact Fee Study
Municipal Facilities: Development Impact Fee Study
Parks: Development Impact Fee Study
Storm Water: Development Impact Fee Study
Streets: Development Impact Fee Study





Town of Fairplay

901 Main Street • P.O. Box 267

Fairplay, Colorado 80440

(719) 836-2622

[Fairplay Colorado Website](http://www.fairplaycolorado.com)

Staff Memorandum

To: Board of Trustees

From: Janell Sciacca, Town Administrator

RE: Discussion regarding potential donation of parcel R0001381 to Boys & Girls Club of the High Rockies.

Date: 6/15/2026

Background/Analysis:

The Boys & Girls Club of the High Rockies is in process of determining how best they can build a new facility on their existing property on 9th Street. They have asked if the Town of Fairplay would be willing to donate the parcel depicted in the attached document. My understanding is that prior Town leaders had always intended to use that property for the Boys & Girls Club, either by leaving it vacant and providing access or allowing for it to be used for expansion of facilities or amenities.

In order for the Club to facilitate designs for a new building and begin a capital campaign, the Club could use title to the property as leverage for grant and/or loan applications. Therefore, they are asking if the Board would approve deeding the property to them. This could be done with a reversionary clause in case the Club was not able to complete the project which would return the property to the Town under specific circumstances.

The Board needs to discuss this request and obtain guidance from the Town Attorney. The Club is also seeking to obtain the adjacent parcel from Sam Mick as part of their overall plan for expansion and updating of facilities.

Recommendation:

Discuss the request for donating the land and obtain legal guidance from the Town Attorney on the format and content of any deed.

Attachments:

1. Boys & Girls Club Donation Discussion

R0045988

R0035673

R0001831

R0001831

TOWN OF FAIRPLAY;
FRONT ST
Acres: 4.00
Value: \$195,554
View: [Report](#) | [Google Maps](#)

R0030

R0047612



Town of Fairplay

901 Main Street • P.O. Box 267

Fairplay, Colorado 80440

(719) 836-2622

[Fairplay Colorado Website](http://www.fairplaycolorado.com)

Staff Memorandum

To: Board of Trustees

From:

RE: Discussion regarding potential purchase of parcel R0050215 from Dale & Katherine Fitting.

Date: 6/15/2026

Background/Analysis:

As the Board is aware, the Town is embarking on a paving and parking improvement project behind 501 Main in conjunction with the installation of EV Charging units behind the Visitor Center. As the Board is also aware, the Town has long since utilized the lot depicted in the attached document that is located across 5th street for Town events. In general discussion with Dale Fitting, Town Administration inquired if he and Dr. Fitting would ever consider selling the lot to the Town so that it could be improved and use for events could continue without issue. Prior to this, the lot was going to be deeded to and used by the Food Bank. However it was discovered that the lot was not conducive to the planned Food Bank operations and they have since been deeded a separate lot that was purchased for them by the Fittings.

In a recent conversation with Dale Fitting, he indicated he and Dr. Fitting would consider an offer if made by the Town. He previously provided a property appraisal that indicated the lot was valued at \$127,000. I have attached a recent independent realtor valuation from Amy Caniglia indicating the value has dropped to \$70,000-\$90,000.

Staff is seeking the Board's position on the Town extending and offer to the Fittings to acquire this parcel for event use, but also for inclusion in the current paving and parking project that is planned for this summer. Staff is happy to answer questions.

Recommendation:

Attachments:

1. Caniglia Land Valuation Estimate
2. Fitting Lot

Park County, CO

Summary

Parcel Number 50215
 Account Number R0050215
 Property Address FAIRPLAY, CO 80440
 Brief Tax Description T09 R77 S33 NE4 FAIRPLAY BLOCK 05 NEW LOT 9

(Note: Not to be used on legal documents)

Class Commercial
 Subdivision FAIRPLAY
 Neighborhood N/A
 Tax District District 0002
 Acres 0.152

(Note: For Zoning information, please see the Park County Zoning [Map](#) or contact Park County Planning)

Millages

Millage Type	Rate
Local Government Total Millage Rate:	59.819
School Millage Rate:	17.776

Owners

[Fitting Dale](#)
 Po Box 1869
 Fairplay, CO 80440

Fitting Katherine M

Land

Description	Acres	Square Footage	Value
MERCHANDISING-LAND	0.152	6,621.12	\$66,249

Land Attributes

Attribute	Description	Adjustment
Access	NO HWY EXPOSURE	1
Location	NBHD TOWN LOTS	1
Paved	NO	1

NOTICE: Legislation created two assessment rates for residential properties effective tax year 2025.

School Assessment Rate: 7.05%

Local Government Assessment Rate: 6.25%

Non Residential Assessment Rate: 27%

Please see the "Understanding Property Taxes in Colorado" link under the Abstract of Assessment tab on the Assessor home page to calculate your property taxes.

Valuation

Assessed Year	2026	2025
Land Value	\$66,249	\$66,249
Building Value		
Total Value	\$66,249	\$66,249
Extended Value		

Sales

Sale Date	Sale Price	Instrument	Reception Number	Sale Qualification	Vacant or Improved	Grantor	Grantee
03/04/2025	\$0	Plat	816176	Unqualified	Vacant	PLANNING DEPT OF PARK CO	FITTING DALE; FITTING KATHERINE M
03/10/2000	\$0	Quit Claim	521958	Unqualified	Improved	FITTING DALE W	FITTING DALE W AND KATHERINE M

No data available for the following modules: Buildings, Assessment Appeals Process, Notice of Values.

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Contact Us





From **Amy Caniglia**



Hi Janell,

Thank you for reaching out regarding the potential market value of the land located near the corner of 5th and Main (Schedule #50215) that the Town may be interested in purchasing. This is a 0.15 acre lot with Town Center zoning.

Unfortunately there have not been many parcels of land in the Town that have sold recently to use to compare. There is one residential lot on Castello that is currently listed for sale that was originally priced at \$150,000 and then was reduced to \$120,000. It hasn't sold yet so there is no telling IF it will sell or for how much. It is zoned Town Center so it doesn't have the same possibilities that the one you are considering does, however, it is a piece of property in the Town that we can reference.

The most recent sale of a similarly zoned parcel of land in Town was 516 Hathaway that sold for \$90,000 in 2025. This was larger in size but had an old trailer on site that was not being removed prior to Closing.

For tax purposes, Park County has the property assessed at a value of \$66,250. While this is not the same as market value, it is calculated using sales from a time frame in which the market was relatively similar or close to our market is now. Our market saw an all time "high" in the couple of years following Covid. The last couple of years, however, has shown more of a correction in the market where prices have been leveling out and even decreasing in some instances. Again, this is not to say that any property is automatically worth what the county says its value is, however, it could be looked at as another point of reference, for whatever it is worth.

All this being said, based on sales data, market trends and conditions, location, etc I would estimate the market value of the subject property to be in the \$70,000 to \$90,000 range or thereabouts. Please check the link below to details about the properties mentioned above, and reach out with any questions or to discuss further. Thank you!

Highlights

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[\\$120,000](#)

[Land](#)

[480 Castello Avenue](#)

[FAIRPLAY, CO 80420](#)

[0 ba • 0.17 acres](#)

[MLS #S1067706](#)

▼ Price Decreased



[\\$90,000](#)

[Land](#)

[516 Hathaway Street](#)

[FAIRPLAY, CO 80440](#)

[0 ba • 0.34 acres](#)

[MLS #S1055723](#)

Recently Sold

Amy Caniglia

Broker/Owner
Caniglia Real Estate Group
236 N Main Street
Alma, Colorado 80420

o: 719-836-2766

c: 303-870-6446

www.canigliagroup.com

amy@canigliagroup.com

R0000319

R0050215

R0000396

R0050215

FITTING DALE; FITTING KATHERINE M;

Acres: 0.15

Value: \$66,249

View: [Report](#) | [Google Maps](#)

036929

R0000269

R0000271

R0000449



Town of Fairplay

901 Main Street • P.O. Box 267

Fairplay, Colorado 80440

(719) 836-2622

[Fairplay Colorado Website](http://www.fairplaycolorado.com)

Staff Memorandum

To: Board of Trustees

From: Janell Sciacca, Town Administrator

RE: Discussion regarding composition and selection of the Unified Development Code and Comprehensive Plan Update Project Steering Committee members.

Date: 6/15/2026

Background/Analysis:

The recommended method of selecting steering committee members is a hybrid process combining public solicitation and targeted recruitment. This balances broad community representation with the technical expertise needed to tackle complex land-use and legal frameworks. Staff is soliciting feedback on the size of the committee, the timeframe for soliciting public interest and also recommendations for targeted recruitment.

Recommendation:

Attachments:

None



TOWN ADMINISTRATOR MONTHLY REPORT MAY 2026

To: Mayor and Board of Trustees

From: Janell Sciacca, Town Administrator

Date: June 15, 2026

RE: Monthly Report for May 2026

HIGHLIGHTS AND UPDATES:

GRANTS

- The DOLA LPC Grant Proposal interviews were conducted for updating the Town's UDC and Comp Plan and the project was awarded to RICK Engineering. The Professional Services Agreement is being finalized for signing and the kickoff meeting with Staff will be held in early June.
- The Board will need to discuss the composition of and process for selecting the Steering Committee members.
- The Town's Best & Brightest contract was approved by DOLA and signed by the Governor and Kelly Perry-Cochran is set to start with the Town on June 22. The grant will pay for her June expenses, and her start date cannot get here fast enough!!!
- Kelly will be overseeing and managing the UDC and Comp Plan project as part of the Work Plan that was submitted to DOLA.
- The DOLA EEIF Administrative Grant which provided funding to help implement Impact Fees is nearing its end and will be closed out by July 15.
- Ken is still working on the CWCB grant application for the Town's meter replacement project and we will soon submit for the matching SRF funding.
- The Town's FASTER transit grant is closed and all reimbursements were submitted and approved. The reimbursements have all be received.
- At this time there have been no new grant submissions made by Staff for any other funding.

BUDGET & AUDIT

- The Audit is complete and will be filed with the State as soon as received.
- Plante Moran will conduct a Government Accounting and Budgeting Presentation for the Board on June 15 as a precursor to the Town Budget process which will officially take place on July 6
- The latest sales tax receipts are in, and the amount received projections (see attached chart).
- We have a Utilities Work Session to discuss water rights and Capital Projects set for July 20.
- The Financial Statements for the 1st quarter are attached for the Board's review. Plante Moran is reconciling April and then May should be done shortly thereafter.

UTILITIES

- As noted above under the Budget & Audit section, Staff would like to schedule a Utilities Work Session with the Board on July 20. **Can we start that Work Session at 4PM?**
- The Lagoon liner repair was a much larger project that our Town ORCs anticipated, and I authorized Ken Hardesty to get involved to oversee and coordinate. The repair is expected to be complete in mid-June
- During the lagoon liner repairs, Staff learned that Velocity Constructors offers Plant Services, which covers equipment installation, replacement, and repair; structural renovation and repair; demolition and removal; and new construction. The Town is likely to consider entering into an agreement with the

company in 2026, so a full-service provider is available when issues arise, rather than having Staff search for a contractor each time. A photo of the lagoon is included below.

- Ken Hardesty is researching options for building another lagoon. He is trying to determine if there is any available funding to expedite the project and reduce the out-of-pocket costs to the Town and get this done more quickly without having to wait for the next round of the State Revolving Loan fund.
- Below is a photo of the new Vac Truck. A letter of appreciation was sent to Fountain Sanitation District.
- A larger water leak that occurred in late May was located. The Gold Pan Mobile Home park, while not reporting an issue to the Town, used over 100,000 gallons. Below are leaks for the past 3 years with gallons of water lost by the Town for their most significant leaks:
 - ✓ May 2026 (103,000 gallons)
 - ✓ March 2026 (224,000 gallons)
 - ✓ February 2026 (367,000 gallons)
 - ✓ December 2024 (96,000 gallons)
 - ✓ November 2024 (480,000 gallons)
 - ✓ May 2024 (173,000 gallons)
 - ✓ April 2024 (138,000 gallons)
 - ✓ November 2023 (346,000 gallons)
 - ✓ December 2023 (180,000 gallons)
- Staff is researching and will be recommending a “waste of water” penalty moving forward prior to winter.



COMMUNITY CONNECT PORTAL

- Staff received training on the new Community Connect Payment portal and has been accepting payments with the new system since late May.
- The last Town newsletter had information in it encouraging residents to sign up and set up their autopay.

STAFFING

- Sam Kyle resigned from Public Works and his last day was May 21. The position is not being replaced at this time.
- Christy Thurmond was hired in the Clerk’s Office at the end of April. She has jumped right in and will be transitioning to full time in July. She is set to attend CMCA institute in July working toward a Certified Municipal Clerk (CMC) designation.
- Dan Baney was hired as a Shuttle Driver and his first day was set for Monday, June 8.



Town of Fairplay

Police Department



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

Police Department News, Updates, and Projects

AVIS project update: The Town is still awaiting CDOT's response to our application for traffic corridor designations of Highway 285 and Highway 9. If approved, of course, we will be able to continue automated speed enforcement along those stretches of the two highways as they run through Fairplay's city limits. With "a little luck," we will have the project operational during the traffic-heavy months of latter summer and fall.

New police department building project: As part of this endeavor, the Town requested an architectural evaluation of the viability of 501 Main as a long-term police building. The assessment was concluded this month although the report reflecting the results will not be available until June. At that time, we should have a clearer direction for the project, that is, the renovation of 501 Main or a new construction.

The PD investigated a DUI crash that occurred late one, very foggy night mid-May. The driver was determined to be speeding southbound on Platte; he failed to navigate the slight curve prior to Beach Rd, left the roadway, struck two Quantum Fiber boxes, and the rolled his Explorer. Fortunately, the driver was not injured seriously. He was cited for DUI and careless driving, among other charges.

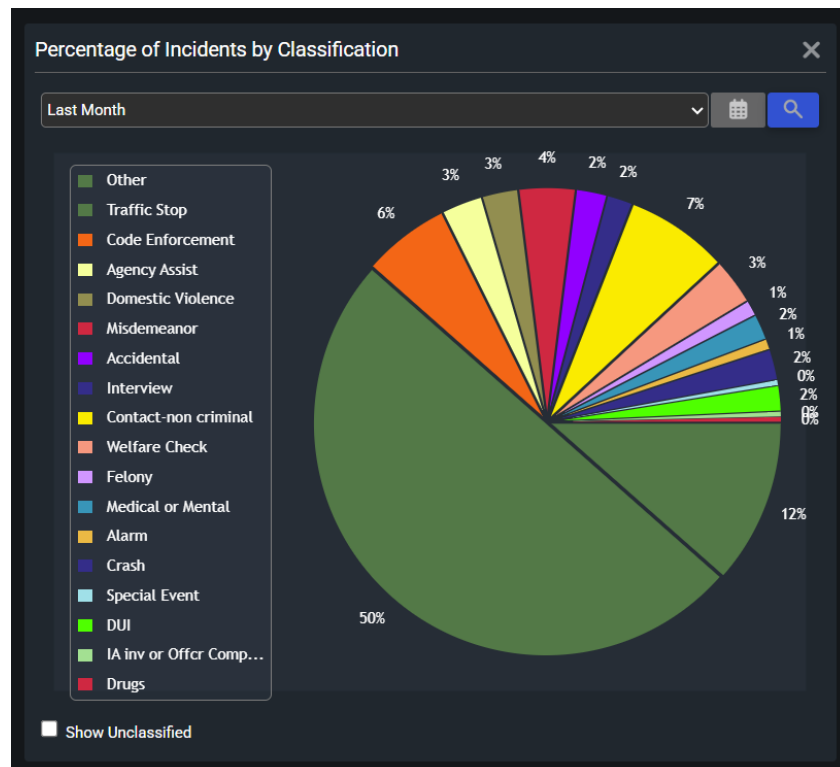
Police Activity – Statistical Data

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

- 211 calls-for-service (CFS) in all categories that include criminal, non-criminal, and traffic-related events. This represents an average of 6.8 incidents per day or 129% of April's CFS numbers.
- Of the total CFS numbers:
 - 185 events took place in Fairplay proper or nearby, e.g. agency-assists or follow-ups outside of nearby Fairplay (88% of total CFS numbers)
 - Of the Fairplay calls, 16 ***occurred at or were related to local businesses*** – not including incidental events, for example traffic stops in a business parking lot and extra patrol checks (or about 9% of Fairplay CFS totals)
 - 26 incidents took place in Alma (12% of total CFS)

- 2 of Alma's incidents ***were related to local businesses*** (or 8% of Alma CFS totals)
- Of the CFS numbers, 82 were traffic contact-related (39% of the CFS total):
 - 67 traffic contacts in Fairplay (82% of total traffic related events OR 36% of total Fairplay CFS)
 - 15 traffic contacts in Alma (18% of total traffic related events OR 58% of total Alma CFS)
 - 25 total citations issued
 - 30% of all traffic contacts resulted in citations
- Of the 25 citations issued:
 - 22 tickets were issued in Fairplay (88% of all citations)
 - There were 3 violations cited in Alma (12% of all citations)
- Agency Assists – FPD assisted outside LE agencies (all for Park County Sheriff's Office) at least three (3) times this month:
 - Representing about 1.4% of total CFS numbers
 - Types of significant events were a burglary and two DUIs

As a summary of May's activity, the chart below represents, by percentage of event type, the incidents during which officers activated their body-worn cameras (BWCs). It is therefore a *relatively* accurate representation of our significant activity, as officers are required to initiate their BWCs for most call-for-service incidents. (**Note:** What the chart will not reflect are our many consensual contacts with citizens, such as school and business visits, since BWC activation rarely occurs during such occasions.)





Town of Fairplay

901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
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MEMO

Date: June 15, 2026
To: Town of Fairplay, Mayor Douglas & Board of Trustees
From: Kelsey Sprys, Special Events Coordinator
Re: Events Monthly Staff Report

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

- **Marketing**

- Staff needs to order new town banners as the current ones are in rough shape. Staff has asked Studio Neujahr to come up with a new design still featuring recreational activities and images representing Fairplay. Does the board have any suggestions for a new design before Studio Neujahr gets started?

- **Town Clean Up – June 5-7, 2026**

- Town Clean Up was a success with 128 loads of trash being dropped throughout the weekend. 79 tires and 19 fridges were collected. Staff is awaiting invoicing from IER and will share the pounds of electronics recycled in a later report.



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

- Colorado Cantina is considering serving food along with Maverick Mountain BBQ. Soup Pot will be catering food for the band and sound crew again this year. Staff has ordered beer from Highside and wine from Continental Divide. An email blast to volunteers has been sent out.

“Where History Meets the High Country”

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

- Staff has decided to print two shirts for the 4th of July instead of the same design in two different colors. The 5k racers will get their own shirt and then the public can buy one with a separate design. Salt Licking Goat is printing the shirts. Staff is awaiting final numbers, but the public shirt will sell for \$20-\$25.



- There are two new sponsors for the Burro Buster 5k. Utopia Tire has sponsored \$600 and nudream Homes has sponsored \$1,000.
- **77th Burro Days – July 24-26, 2027**
 - Staff proposes that a cutoff time of 4:00pm at Checkpoint 6 be added to the Burro Race rules for the long course. The new rule shall read...

TIME CUTOFF

Teams registered for the Long Course must reach Checkpoint 6 - Outbound by 4:00pm in order to continue the course. If the team does not meet this requirement, they will have two options. The team can choose to turn around and take the designated course back to town in order to receive credit for their completed miles OR the team can choose to be trailered out which will result in a DNF. The runner is responsible for organizing transportation off of the course. Town of Fairplay will not provide transportation.

There is no cutoff time for the Short Course.

- Does the board approve the addition of the Time Cutoff rule?

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

Thank you

“Where History Meets the High Country”

HUNN

PLANNING & POLICY, LLC.

To: Mayor and Board of Trustees

From: Scot Hunn, Consulting Town Planner

Date: June 11, 2026

RE: Planning Department Activity Status Update – April & May 2026

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General Planning Services:

- In-person Office Day and TBOT Meeting Attendance (May 11th)
- Virtual TBOT Meeting Attendance (April 6th)

Pre-Application Meetings:

- Mr. Burro Café Certificate of Appropriateness (April 6th)

Other Applicant Meetings:

- Stone River PUD Pre-Application & Work Session (April 13th)

Active Land Use Applications and Interagency Referrals:

- Active Land Use Applications:
 - 611 Main Street Lapp Property Certificate of Appropriateness
- Other:
 - None
- Interagency Referrals:
 - None

Special Projects:

- Community Plan and UDC Update Project RFP:
 - Attended interviews with RFP finalists.
 - Drafted follow-up questions for finalists.
 - Assisted with PSA draft and scope of work for contract.
 - Attended DOLA Grant Reporting Requirement Webinar.



STATUS UPDATE

TO: Janell Sciacca, Town Administrator
FROM: Deron Dirksen, P.E.
DATE: May 2026 Summary (4/12/2026 – 5/16/2026)
RE: Engineering Services Status Report – Miscellaneous Projects

2018-499.013 – Stone River

Status/Recent Progress

- Work Session.

Upcoming Activities

- Support town as needed.

2018-499.029 – Impact Fee

Status/Recent Progress

- Quarterly memo.
- Finalized reports.

Upcoming Activities

- Adopt Impact Fees.

2018-499.048 – 715 Main Street - Pharmacy

Status/Recent Progress

- Review submittal.
- Meeting with Charlie Schultz.
- Review and redline sanitary sewer service application.
- Review and redline water service application.

Upcoming Activities

- Support town as needed.

2018-499.058 – Gemenskap

Status/Recent Progress

- Board meeting.
- Drafted letters for sewer applications.
- Review Fairplay sewer Rules and Regulations.

Upcoming Activities

- Support town as needed.

2018-499.066 – CDOT Mobility CenterStatus/Recent Progress

- Coordination with town staff.
- Meeting with CDOT.

Upcoming Activities

- Support town as needed.

ACTIVE WORK ORDERS		BUDGET AMOUNT	CURRENT BILLING	BILLED JTD	% JTD	BUDGET BALANCE
ENGINEERING TASK ORDERS						
0.001	GIS	\$ -	\$ -		-	\$ -
0.007	Habitat for Humanity	\$ -	\$ -		-	\$ -
0.011	General Engineering	\$ -	\$ -		-	\$ -
0.013	Stone River	\$ -	\$ 225.00		-	\$ -
0.017	Betts	\$ -	\$ -		-	\$ -
0.018	Stone Creek	\$ -	\$ -	\$ 17,429.00	-	
0.023	Burro Park	\$ -	\$ -	\$ -	-	\$ -
0.025	Water Distribution	\$ 44,900.00	\$ -	\$40,801.01	91%	\$ 4,098.99
0.029	Impact Fee	\$ 58,547.00	\$ 3,699.00	\$ 60,834.04	104%	\$ (2,287.04)
0.032	Public Works Manual Update		\$ -			
0.033	Sewer Design Criteria Update		\$ -			
0.035	1171 Bullet Road	\$ -	\$ -	\$ 17,183.75		
0.036	Bar S Ranch	\$ -	\$ -			
0.039	River Park Trail		\$ -	\$ 130,440.00	-	
0.040	Melo Subdivision	\$ -	\$ -	\$ 3,913.50	-	
0.041	Fitting Subdivision	\$ -	\$ -	\$ 1,816.00	-	
0.042	Steinermiller	\$ -	\$ -	\$ 9,981.50	-	
0.043	SH9_US285 Floodplain	\$ 3,000.00	\$ -	\$ 2,040.00	68%	\$ 960.00
0.044	Beck	\$ -	\$ -	\$ 3,964.00	-	
0.045	Circle K	\$ -	\$ -	\$ 105.00	-	
0.046	Town Sidewalks	\$ 11,764.00	\$ -	\$ 11,764.00	100%	\$ -
0.047	French Subdivision	\$ -	\$ -	\$ 381.50	-	
0.048	715 Main Street - Pharmacy	\$ -	\$ 900.00	\$ 5,217.50	-	
0.049	240 Beaver Lane	\$ -	\$ -	\$ 2,562.40	-	
0.050	Marval	\$ -	\$ -	\$ 4,572.00	-	
0.051	540 Front Street	\$ -	\$ -	\$ 545.00	-	
0.052	POTW CDOT	\$ -	\$ -	\$ 3,760.50	-	
0.053	Stoinski	\$ -	\$ -	\$ 2,620.00	-	
0.054	South Park Food Bank	\$ -	\$ -	\$ -	-	
0.055	Utility Engineering Services	\$ -	\$ -			
0.057	Hathaway Street Survey	\$ 3,400.00	\$ -	\$ 3,400.00	100%	\$ -
0.058	Gemenskap		\$ 3,981.40	\$ 8,107.40		
0.062	Riverside RV Park		\$ -	\$ 218.00		
0.066	CDOT Mobility Center		\$ 731.25	\$ 1,068.75		
			\$ -			
TOTALS		\$ 121,611.00	\$ 9,536.65	\$332,724.85		\$ 2,771.95