

AGENDA

for the Board of Trustees of the Town of Fairplay, Colorado
Monday, March 21, 2016 at 6:00 p.m. at the Fairplay Town Hall Meeting Room
901 Main Street, Fairplay, Colorado

- I. **CALL TO ORDER REGULAR MEETING @ 6:00 P.M.**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **APPROVAL OF AGENDA**
- V. **EXECUTIVE SESSION: Pursuant to C.R. S. 24-6-402 (4) (e) and (b) for determining positions relative to matters that may be subject to negotiations; developing strategies for negotiations and instructing negotiators and for the purpose of receiving legal advice pursuant specifically in relation to ESTIP applications received and water issues.**
- VI. **CONSENT AGENDA** *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. **APPROVAL OF MINUTES – March 7, 2016**
 - B. **APPROVAL OF EXPENDITURES – Approval of bills of various Town Funds in the amount of \$22,199.84**
- VII. **CITIZEN COMMENTS**
- VIII. **PRESENTATIONS**
 - A. **Clean Energy Collective Proposal for Solar Farm on Fairplay Sanitation Owned Property**
- IX. **PUBLIC HEARINGS**
 - A. **Should the Board Approve an Application for a new Tavern Liquor License as applied for by Randy and Mary LaCombe dba Trails End Saloon, LLC at the Fairplay Hotel, located at 500 Main Street?**
 - B. **Should the Board Approve Adoption of Resolution No. 2, 2016, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO GRANTING APPROVAL OF THE APPLICATION FOR A SPECIAL USE PERMIT FOR STAN KOPUNEC."?**
- X. **NEW BUSINESS**
 - A. **Request for Donation from the American Legion for the annual Easter Egg Hunt**
 - B. **Request for Donation from South Park Activities Association for the Hurdle Hero Program**
 - C. **Should the Board Approve Adoption of Ordinance No. 2, 2016, entitled, "AN ORDINANCE AMENDING THE FAIRPLAY MUNICIPAL CODE BY THE ADDITION OF A NEW SECTION 6-2-110 RELATING TO ADMINISTRATIVE APPROVALS OF CERTAIN LIQUOR LICENSE APPLICATIONS."?**
 - D. **Discussion and Consideration of Adoption of Resolution No. 4, 2016, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, ADOPTING RULES AND REGULATIONS FOR THE FAIRPLAY CEMETERY."?**
 - E. **Should the Board Approve Adoption of Resolution No. 5, 2016, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO DETERMINING THAT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON APRIL 5, 2016 SHALL BE CANCELLED PURSUANT TO FAIRPLAY MUNICIPAL CODE, ARTICLE 2, SECTION 2-1-30."?**

This Agenda May Be Amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Friday, March 17, 2016

- F. Should the Board Approve Adoption of Resolution No. 6, 2016, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FAIRPLAY, COLORADO AND THE HEADWATER AUTHORITY OF THE SOUTH PLATTE (HASP)."?
 - G. Should the Board Approve Adoption of Resolution No. 7, 2016, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FAIRPLAY, COLORADO, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK, COLORADO, AND THE UPPER SOUTH PLATTE WATER CONSERVANCY DISTRICT BY AND THROUGH ITS AUGMENTATION AND SUBSTITUTE WATER SUPPLY ENTERPRISE AND WATER ACTIVITY FUND."?
 - H. Discussion/Direction regarding Agreement with Kaupas Lab/Water Specialist (KL/WS)
 - I. Discussion/Direction regarding Xpress Bill Pay
 - J. Other new business
- XI. UNFINISHED BUSINESS**
- A. Other Discussion Items
- XII. STAFF AND COMMITTEE REPORTS**
- XIII. ADJOURNMENT**

Upcoming Meetings/Important Dates:

Easter Egg Hunt at South Park City Museum
Board of Trustees Meeting
Board of Trustees Meeting

March 27, 2016 @ 12 p.m.
April 4, 2016 @ 7 p.m.
April 18, 2016 @ 7 p.m.

This Agenda May Be Amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Friday, March 17, 2016

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
March 7, 2016**

CALL TO ORDER REGULAR MEETING OF THE BOARD OF TRUSTEES

The regular meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:04 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Pro Tem Frank Just who proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge and Ray Douglas. Also in attendance were Town Attorney Lee Phillips, Town Administrator/ Clerk Tina Darrah, Interim Public Works Director Butch Green, Public Works Employee Vaughn Mead, Police Chief Joel Vice, Town Treasurer Kim Wittbrodt and Deputy Town Clerk Claudia Werner. Mayor Gabby Lane and Trustee Eve Stapp were absent.

AGENDA ADOPTION

Motion #1 by Trustee Douglas, seconded by Trustee Dodge, that the agenda be adopted as presented. Motion carried unanimously. (Mayor Lane and Trustee Stapp were absent.)

CONSENT AGENDA (*The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.*)

- A. **APPROVAL OF MINUTES** – February 1, 2016
- B. **APPROVAL OF EXPENDITURES** – Approval of bills of various Town Funds in the amount of \$100,735.70.

Motion #2 by Trustee Dodge, seconded by Trustee Douglas, that the consent agenda be adopted as presented. A roll call vote was taken: Dodge – yes, Douglas – yes, Just – yes. Motion carried unanimously. (Mayor Lane and Trustee Stapp were absent.)

CITIZEN COMMENTS

Jamie Morrow was present with a group of Boys and Girls Club Torch Club members. Cru Bogert and Jess Meyers asked the Board of Trustees to consider placing two "no smoking" signs at each Cohen Park, Fairplay Beach and Town Hall.

The Board directed staff to put this item on a future agenda so that they could vote on it.

NEW BUSINESS

- A. Should the Board Approve Adoption of Resolution No. 3, 2016, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR THE DISTRIBUTION OF CONSERVATION TRUST FUNDS BETWEEN THE TOWN OF FAIRPLAY, COLORADO AND PARK COUNTY GOVERNMENT."?

Town Treasurer Wittbrodt stated that the Town has been awarded CTF grant funds in the amount of \$25,000 for the continuation of the 8th Street sidewalk from Front Street to Cohen Park. Two of the five blocks on this route currently have sidewalks. The Town's matching funds will be from the Town's Conservation Trust Fund.

Staff recommends approval of Resolution No. 3, 2016.

Motion #3 by Mayor Pro Tem Just, seconded by Trustee Douglas, that the Board Approve Adoption of Resolution No. 3, 2016, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR THE DISTRIBUTION OF CONSERVATION TRUST FUNDS BETWEEN THE TOWN OF FAIRPLAY, COLORADO AND PARK COUNTY GOVERNMENT." A roll call vote was taken: Dodge – yes, Douglas – yes, Just – yes. Motion carried unanimously. (Mayor Lane and Trustee Stapp were absent.)

- B. Discussion and Consideration of Adoption of Resolution No. 4, 2016, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, ADOPTING RULES AND REGULATIONS FOR THE FAIRPLAY CEMETERY."?

Town Administrator/ Clerk Darrah presented the proposed Rules and Regulations for Fairplay Cemetery and Cemetery Agreement and stated that there were a few minor changes to be made to the documents. The Cemetery Board dealt with cemetery decisions and issues prior to its abolishment in 2009 and since that time, that role has been the responsibility of the Public Works Director. These regulations were written to help staff in its operation of the cemetery and to more clearly define the Staff/Board roles in regards to the Cemetery.

Mayor Pro Tem Just suggested that this item be tabled to the March 21, 2016 Board meeting, when Mayor Lane would be present to share his input.

Motion #4 by Trustee Dodge, seconded by Trustee Douglas, that the Board table discussion and consideration of adoption of Resolution No. 4, 2015, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, ADOPTING RULES AND REGULATIONS FOR THE FAIRPLAY CEMETERY." to the March 21, 2016 Board of Trustees meeting. Motion carried unanimously. (Mayor Lane and Trustee Stapp were absent.)

C. Discussion/Direction to Staff regarding the Siding Project on the Clinic Building.

Town Administrator/ Clerk Darrah stated that siding at the Clinic Building is failing in several areas and Rocky Mountain Rural Health has \$5,000 set aside for siding repair/ replacement. Tina stated that she will search for available grant funds to help pay for the siding replacement project and report back to the Board with her findings as well as the amount of additional match money the Town will need to come up with in addition to the \$5,000 from RMRH.

Gerrits Kasper, Town Building Inspector, has evaluated the siding and determined that it needs to be replaced. Gerrits concluded that the two best options for replacement were stucco and James Hardie pre-painted lap siding. Bids for both products were provided in the Board packet.

Interim Public Works Director Green stated that the Hardie siding will last about 10 years and the stucco about 20 years.

The Board directed staff to proceed with research available grant funds to complete the siding replacement with stucco and to report back to the Board with findings.

D. Discussion/Direction regarding a Sander for the new Public Works Truck.

Interim Public Works Director Green presented three quotes for sanders for the new Ford F550 truck. The Town currently has a Swenson sander that has been dependable and the quote for a new Swenson sander was the lowest of the three quotes. In addition, ordering parts from the manufacturer would be easier since the Town already has a Swenson sander in service.

Staff recommends purchasing the Swenson sander.

Mayor Pro Tem Just recommended that staff also get pricing for toolboxes mounted to the Ford F550 truck bed and bring this information back to the Board for discussion and approval.

Motion #5 by Mayor Pro Tem Just, seconded by Trustee Douglas, to direct staff to purchase the Swenson Sander at a cost of \$7,093 with funds to be allocated out of the General Fund reserves. A roll call vote was taken: Dodge – yes, Douglas – yes, Just – yes. Motion carried unanimously. (Mayor Lane and Trustee Stapp were absent.)

E. Other new business

No other new business offered.

UNFINISHED BUSINESS

A. Other Discussion Items

Town Administrator/ Clerk Darrah stated that Interim Public Works Director Green has prepared a written staff report with updates based on the 2016 work plan for the Public Works Department. The report included information on the FEMA projects, 8th Street drainage project, clean-up of Town owned properties, job descriptions for Public Works staff, Town ditch easements and maintenance plan, Public Works capital improvement plan, monitoring of marijuana facilities within the Fairplay Sanitation District, electrical upgrades on 5th Street, new fire hydrants, installation of generator at the water plant, line locator purchase, GIS mapping software, wasting pump project at the treatment plant, treatment plant pond sludge removal, fence project at treatment plant, grease trap compliance program, fire hydrant flush schedule, compliance with cross connect/back flow prevention regulations, 2nd Street pump house project, siding replacement at the Clinic Building, installation of lights on rear of Town Hall, creation and implementation of cemetery rules and regulations, and various water plant projects.

Town Administrator/ Clerk Darrah updated the Board regarding the purchase of the approximately 30 acre parcel between Town Hall and the Fairplay Beach. Burnett Land Surveying has surveyed the property and prepared a subdivision plat to divide the property into three parcels. There is a road right of way recorded across the northern portion of the parcel, which is the current access to the Fairplay Beach. Tract 1 is approximately 17 acres along the river bottom, Tract 2 is approximately 10 acres of land above the river bank, and Tract 3 is approximately 1 acre of land above the river bank that is separated from the 10 acre parcel by Beach Road. Tina discussed moving forward with the subdivision process on this parcel and the Board directed staff to proceed with the process.

Town Administrator/ Clerk Darrah also publicly thanked Butch Green for agreeing to act as the Interim Public Works Director.

MAYOR AND TRUSTEE REPORTS

Trustee Dodge stated his appreciation for Town staff's thorough reporting to the Board, which keeps them in the loop and enables them to understand and accurately respond to citizen inquiries.

Trustee Douglas reminded the Board that CML conference is coming up and he plans on going this year. Ray also stated that South Park Activities Association is seeking sponsors to help with the purchase of hurdles for the High School track, at the cost of \$175 each, so that they can host track meets at the athletic complex in Fairplay. The Board directs staff to place the Town's sponsorship of one hurdle on the next Board agenda.

Mayor Pro Tem Just stated that the Public Works staff report provided by Butch Green covered all appropriate items that the Board needs to make decisions and answer citizen questions and he commended the Board and staff for the way they've handles recent changes at the Town.

EXECUTIVE SESSION: Pursuant to C.R.S. 24-6-402 (4) (f) to discuss personnel matters relating to the Public Works Department.

Motion #6 by Trustee Dodge, seconded by Trustee Douglas, that the Board go into executive session at 7:10 p.m. for the purpose of discussing personnel matters relating to the Public Works Department pursuant to C.R.S. Section 24-6-402 (4) (f). Motion carried unanimously.

Mayor Pro Tem Just announced that the meeting was back to open session at 8:21 p.m. The participants in the executive session were: Mayor Pro Tem Just, Trustees Dodge and Douglas, Town Administrator/Clerk Darrah, Town Attorney Phillips, Interim Public Works Director Butch Green and Waste Water Operator. Mayor Pro Tem Just announced that no action was taken in the executive session.

ADJOURNMENT

Mayor Pro Tem Just, noting that there being no further business before the Board, declared that the meeting be adjourned at 8:22 p.m.

Gabby Lane, Mayor

ATTEST:

Claudia Werner, Deputy Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt
RE: Expenditures & Financial Statement
DATE: March 17, 2016

Agenda Item: Bills

Attached is the list of invoices paid through March 17, 2016.

Total Expenditures: \$22,199.84

Attached is the financial statement for all funds as of 2/29/2016.

Please contact me with any questions.

Vendor No	Invoice No	Description	Inv Date	Invoice Amt	Disc Amt	Check Amt	Check No	Chk Date
868	Fairplay Flume 022916	legal ads	02/29/2016	524.71	.00	524.71	11319	03/10/2016
Total 868				524.71	.00	524.71		
994	Galls, An Aramark Company 4804738 4812966	training baton training bag	01/28/2016 01/29/2016	119.58 301.46	.00 .00	119.58 301.46	11320 11320	03/10/2016 03/10/2016
Total 994				421.04	.00	421.04		
1084	Hand Hotel 2016-2-003	food for merchant meeting	03/03/2016	90.00	.00	90.00	11322	03/10/2016
Total 1084				90.00	.00	90.00		
1648	Petrock & Fendel, PC 26346	legal fees	03/01/2016	176.00	.00	176.00	11326	03/10/2016
Total 1648				176.00	.00	176.00		
2158	United States Postal Service 033116	Box rental - burro days	03/10/2016	19.00	.00	19.00	11330	03/10/2016
Total 2158				19.00	.00	19.00		
2296	Xcel Energy 491870316	street lights	03/01/2016	824.37	.00	824.37	11331	03/10/2016
Total 2296				824.37	.00	824.37		
2315	Newman Planning Inc. 2016-02	planning	02/29/2016	601.25	.00	601.25	11325	03/10/2016
Total 2315				601.25	.00	601.25		
2468	AmeriGas 802744989	Propane	02/29/2016	1,013.75	.00	1,013.75	11316	03/10/2016
Total 2468				1,013.75	.00	1,013.75		
2503	CARD SERVICES 030116	Training	03/01/2016	4,354.24	.00	4,354.24	11332	03/14/2016
Total 2503				4,354.24	.00	4,354.24		
2603	High Country Engineering 27173 27174 27175	Dredging - fema Reservoir road - fema Spillway - fema	02/29/2016 02/29/2016 02/29/2016	2,507.79 3,175.00 3,490.00	.00 .00 .00	2,507.79 3,175.00 3,490.00	11323 11323 11323	03/10/2016 03/10/2016 03/10/2016

Vendor No	Invoice No	Description	Inv Date	Invoice Amt	Disc Amt	Check Amt	Check No	Chk Date
Total 2603				9,172.79	.00	9,172.79		
2614	CenturyLink 0219165 7198362445		02/19/2016	25.67	.00	25.67	11317	03/10/2016
Total 2614				25.67	.00	25.67		
2728	Colorado Natural Gas, Inc.							
	030216 natural gas-shop		03/02/2016	591.51	.00	591.51	11318	03/10/2016
	0302161 natural gas		03/02/2016	212.79	.00	212.79	11318	03/10/2016
	0302162 san office		03/02/2016	135.87	.00	135.87	11318	03/10/2016
	0302163 sewer treatment plant		03/02/2016	1,639.58	.00	1,639.58	11318	03/10/2016
	0302164 525 hathaway		03/02/2016	291.31	.00	291.31	11318	03/10/2016
Total 2728				2,871.06	.00	2,871.06		
2753	ghVALLEY.NET 030116 internet service		03/01/2016	50.24	.00	50.24	11321	03/10/2016
Total 2753				50.24	.00	50.24		
2861	Mountain Peak Controls, Inc. 7959 scada upgrades		02/25/2016	875.00	.00	875.00	11324	03/10/2016
Total 2861				875.00	.00	875.00		
2886	The Phillips Law Offices, LLC 022916 Legal		02/29/2016	1,093.75	.00	1,093.75	11329	03/10/2016
Total 2886				1,093.75	.00	1,093.75		
2900	Rise Broadband 031116 Internet		03/10/2016	86.97	.00	86.97	11327	03/10/2016
Total 2900				86.97	.00	86.97		
2940	South Park High School 073115 parade - best marching <i>replaced</i>		07/31/2015	.00	.00	100.00 -	7311514	03/10/2016
Total 2940				.00	.00	100.00 -		
2995	Ron Newman 2015 2015 burro band <i>replacement ck</i>		03/01/2016	100.00	.00	100.00	11328	03/10/2016
Total 2995				100.00	.00	100.00		
Grand Totals:				22,299.84	.00	22,199.84		

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-40-05 AD VALOREM TAX	.00	.00	178,745.00	178,745.00	.0
10-40-10 SPEC. OWNERSHIP TAX	1,548.52	3,148.42	17,500.00	14,351.58	18.0
10-40-30 INTEREST ON PROPERTY TAX	.00	5.92	1,000.00	984.08	.6
10-40-40 DELINQUENT TAXES	.00	15.98	1,000.00	984.02	1.6
10-40-55 50% SHAREBACK OF R&B LEVY	.00	.42	4,500.00	4,499.58	.0
10-40-60 MOTOR VEHICLE REGISTRATION	259.50	486.00	3,500.00	3,014.00	13.9
10-40-70 SALES TAX	43,781.74	76,446.80	537,684.00	461,237.20	14.2
10-40-75 SALES TAX - STREETS	14,593.91	25,482.16	179,227.00	153,744.84	14.2
10-40-80 HIGHWAY USER'S TAX	2,400.38	4,775.61	30,000.00	25,224.39	15.9
10-40-85 SEVERANCE TAX	.00	.00	2,500.00	2,500.00	.0
10-40-86 MINERAL LEASE REVENUE	.00	.00	1,000.00	1,000.00	.0
10-40-90 CIGARETTE TAX	183.32	374.62	2,000.00	1,625.38	18.7
10-40-96 LODGING TAX	2,037.00	3,885.00	30,000.00	26,115.00	13.0
TOTAL TAXES	64,804.37	114,620.93	988,658.00	874,035.07	11.6
<u>LICENSES</u>					
10-41-10 LIQUOR LICENSES	1,275.00	1,275.00	1,500.00	225.00	85.0
10-41-30 DOG LICENSES	.00	.00	125.00	125.00	.0
10-41-34 COMMERCIAL FLY FISHING PERMIT	150.00	150.00	375.00	225.00	40.0
10-41-40 BUILDING PERMITS	150.00	1,158.00	4,000.00	2,842.00	29.0
10-41-41 SURCHARGE: STREETS	7.50	57.90	247.00	189.10	23.4
10-41-42 SURCHARGE: PARKS & REC	7.50	57.90	247.00	189.10	23.4
10-41-50 FRANCHISE TAX	5,098.58	7,125.27	55,000.00	47,874.73	13.0
10-41-60 GOLD PANNING PERMITS/DONATIONS	.00	.00	2,000.00	2,000.00	.0
10-41-70 BUSINESS LICENSES	475.00	4,600.00	5,400.00	800.00	85.2
10-41-80 SIGN PERMITS	25.00	25.00	400.00	375.00	6.3
10-41-90 EXCAVATION PERMIT	.00	.00	200.00	200.00	.0
10-41-94 STREET CUT PERMIT	.00	.00	500.00	500.00	.0
10-41-96 FENCE PERMIT	.00	.00	240.00	240.00	.0
10-41-97 SPECIAL EVENTS PERMIT	.00	.00	2,500.00	2,500.00	.0
10-41-98 RESIDE/REROOF PERMIT	.00	.00	1,000.00	1,000.00	.0
TOTAL LICENSES	7,188.58	14,449.07	73,734.00	58,284.83	19.6
<u>FEE INCOME</u>					
10-42-75 PLANNING & DEVELOPMENT FEES	2,250.00	2,250.00	2,000.00 (	250.00)	112.5
10-42-90 COPIES & FAXES	.00	27.00	200.00	173.00	13.5
TOTAL FEE INCOME	2,250.00	2,277.00	2,200.00 (	77.00)	103.5

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LAW ENFORCEMENT</u>					
10-45-05 TRAFFIC FINES	1,950.00	3,520.00	32,000.00	28,480.00	11.0
10-45-10 SURCHARGE: POLICE TRAINING	185.00	390.00	3,300.00	2,910.00	11.8
10-45-15 COURT COSTS	62.00	217.00	1,500.00	1,283.00	14.5
10-45-20 DEFAULT FEES	.00	.00	300.00	300.00	.0
10-45-30 OTHER FINES	.00	25.00	1,000.00	975.00	2.5
10-45-80 VIN INSPECTIONS	7.50	7.50	100.00	92.50	7.5
10-45-90 MISCELLANEOUS	1,818.70	1,848.70	600.00	(1,248.70)	308.1
TOTAL LAW ENFORCEMENT	4,033.20	6,008.20	38,800.00	32,791.80	15.5
<u>INTEREST INCOME</u>					
10-46-05 INTEREST ON COLOTRUST	10.90	21.33	5.00	(16.33)	426.6
10-46-10 INTEREST ON STREET CUT BONDS	.00	.00	9.00	9.00	.0
10-46-30 INTEREST ON CHECKING	49.21	100.47	900.00	789.53	11.2
TOTAL INTEREST INCOME	60.11	121.80	914.00	792.20	13.3
<u>MISCELLANEOUS INCOME</u>					
10-47-00 MISCELLANEOUS INCOME	200.00	204.84	5,000.00	4,795.16	4.1
10-47-10 CEMETERY	.00	.00	300.00	300.00	.0
10-47-38 TOWN CLEAN UP DONATIONS	.00	.00	500.00	500.00	.0
10-47-39 FOURTH OF JULY DONATIONS	.00	.00	3,500.00	3,500.00	.0
10-47-49 STREET LIGHTING	861.70	1,655.92	10,800.00	9,144.08	15.3
10-47-50 SUMMER CONCERT SERIES	.00	.00	9,000.00	9,000.00	.0
10-47-52 REAL COLORADO CHRISTMAS	.00	.00	500.00	500.00	.0
10-47-53 SPOOKTACULAR DONATIONS	.00	.00	100.00	100.00	.0
10-47-54 VICTORIAN BALL	.00	.00	5,000.00	5,000.00	.0
10-47-55 BEAD & FIBER SHOW	.00	.00	3,000.00	3,000.00	.0
10-47-56 BURRO DAYS	800.00	875.00	45,000.00	44,125.00	1.9
10-47-57 PEACH FUNDRAISER	.00	.00	3,500.00	3,500.00	.0
10-47-58 DISC GOLF TOURNAMENT	.00	.00	1,000.00	1,000.00	.0
10-47-80 525 HATHAWAY - RENT & UTILITY	100.00	200.00	2,400.00	2,200.00	8.3
10-47-70 PLEIN AIR EVENT	1,000.00	1,490.00	25,000.00	23,510.00	6.0
10-47-82 CAMPING PERMITS/FACILITY USE	.00	.00	200.00	200.00	.0
TOTAL MISCELLANEOUS INCOME	2,961.70	4,425.76	114,800.00	110,374.24	3.9
TOTAL FUND REVENUE	81,297.96	141,902.76	1,219,104.00	1,077,201.24	11.6

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

ADMINISTRATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-50-02 401(A) EMPLOYER MATCH	282.50	782.79	3,822.00	3,139.21	20.0
10-50-05 SALARIES -ADMIN/CLERK/TREASUR	9,415.44	20,383.10	122,401.00	102,037.80	16.6
10-50-06 PART TIME HOURLY	.00	.00	6,720.00	6,720.00	.0
10-50-11 SSMEDICARE EXPENSE	743.93	1,603.87	10,043.00	8,439.13	16.0
10-50-12 UNEMPLOYMENT EXPENSE	29.36	72.88	394.00	321.12	18.5
10-50-13 EMPLOYEE HEALTH INSURANCE	2,539.46	5,089.58	30,003.00	24,913.42	17.0
10-50-14 WORKER'S COMPENSATION	.00	204.10	820.00	615.90	24.9
10-50-15 EDUCATION	25.00	25.00	3,000.00	2,975.00	.8
10-50-16 ADMIN VEHICLE	276.92	573.62	3,600.00	3,026.38	15.9
10-50-20 TOWN HALL EXPENSE	.00	.00	18,596.00	18,596.00	.0
10-50-23 TOWN HALL EXPENSE - UTILITIES	614.93	1,072.71	7,000.00	5,927.29	15.3
10-50-25 TOWN HALL EXPENSE - BLDG. REP.	.00	.00	1,000.00	1,000.00	.0
10-50-27 TOWN HALL EXPENSE - SUPPLIES	238.12	238.12	1,700.00	1,461.88	14.0
10-50-28 TOWN HALL EXPENSE-901 MAIN	.00	3,875.00	8,000.00	4,125.00	48.4
10-50-30 OFFICE SUPPLIES	147.65	156.65	2,500.00	2,343.35	6.3
10-50-32 EQUIPMENT RENTAL	355.19	801.69	5,000.00	4,198.31	16.0
10-50-35 POSTAGE EXPENSE	.00	.00	600.00	600.00	.0
10-50-50 ELECTION EXPENSE	.00	.00	1,500.00	1,500.00	.0
10-50-55 BOARD OF TRUSTEE SALARY	90.00	173.75	2,160.00	1,986.25	8.0
10-50-56 OTHER TRUSTEE EXPENSES	.00	.00	100.00	100.00	.0
10-50-57 TOWN ATTY LEGAL SERVICES	1,133.12	1,133.12	24,000.00	22,866.88	4.7
10-50-60 COMPUTER/SOFTWARE/SUPPORT	404.50	809.00	7,000.00	6,191.00	11.6
10-50-65 TELEPHONE/INTERNET	668.91	1,342.67	8,000.00	6,657.33	16.8
10-50-70 MISCELLANEOUS EXPENSE	178.50	358.50	1,000.00	641.50	35.9
10-50-75 CODIFICATION	.00	.00	5,000.00	5,000.00	.0
10-50-76 ESTIP AGREEMENT	19,769.50	.00	68,000.00	68,000.00	.0
TOTAL ADMINISTRATION	38,913.03	38,676.15	342,059.00	303,382.85	11.3

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
10-51-05 PROFESSIONAL FEES	211.25	211.25	9,000.00	8,788.75	2.4
10-51-10 EDUCATION/BENEVOLENCE (BOT)	.00	.00	5,000.00	5,000.00	.0
10-51-30 ADVERTISING AND MARKETING	135.04	135.04	8,000.00	7,864.96	1.7
10-51-34 TOWN BEAUTIFICATION	.00	.00	5,000.00	5,000.00	.0
10-51-35 TOWN CLEAN UP	.00	.00	6,000.00	6,000.00	.0
10-51-40 DUES AND MEMBERSHIPS	.00	.00	500.00	500.00	.0
10-51-50 TGIFAIRPLAY EXPENSE	29.97	365.97	15,000.00	14,634.03	2.4
10-51-62 BURRO DAYS	4,029.97	4,837.97	40,000.00	35,062.03	12.3
10-51-63 LADIES RUN	.00	.00	500.00	500.00	.0
10-51-64 BEAD AND FIBER SHOW	29.97	29.97	3,000.00	2,970.03	1.0
10-51-70 WINTER EVENTS	.00	.00	4,000.00	4,000.00	.0
10-51-71 FIREWORKS/4TH OF JULY	5,000.00	5,000.00	8,000.00	3,000.00	62.5
10-51-72 PLEIN AIR EVENT	.00	270.00	20,000.00	19,730.00	1.4
10-51-74 REAL COLORADO CHRISTMAS	74.70	74.70	2,800.00	2,725.30	2.7
10-51-75 DONATIONS	.00	.00	500.00	500.00	.0
10-51-76 SPOOKTACULAR	.00	.00	500.00	500.00	.0
10-51-77 DISC GOLF TOURNAMENT	.00	.00	1,000.00	1,000.00	.0
10-51-82 PEACH FUNDRAISER	.00	.00	2,750.00	2,750.00	.0
10-51-83 VICTORIAN BALL	29.97	29.97	5,000.00	4,970.03	.6
10-51-85 PROPERTY IMPROVEMENT INCENTIVE	.00	.00	10,000.00	10,000.00	.0
10-51-90 525 HATHAWAY	904.00	1,520.46	8,000.00	6,479.54	19.0
TOTAL COMMUNITY DEVELOPMENT	10,444.87	12,575.33	154,550.00	141,974.67	8.1
<u>JUDICIAL SYSTEM</u>					
10-53-02 401(A) EMPLOYER MATCH	27.38	75.64	406.00	330.36	18.6
10-53-05 MUNICIPAL JUDGE SALARY	567.70	1,174.96	7,380.00	6,205.04	15.9
10-53-10 COURT CLERK	913.03	1,949.51	11,870.00	9,920.49	16.4
10-53-11 SS/MEDICARE EXPENSE	112.51	237.15	1,473.00	1,235.85	16.1
10-53-12 UNEMPLOYMENT EXPENSE	4.46	11.07	58.00	46.93	19.1
10-53-13 EMPLOYEE HEALTH INSURANCE	436.11	896.66	5,522.00	4,625.34	16.2
10-53-14 WORKER'S COMPENSATION	.00	11.15	40.00	28.85	27.9
10-53-20 COURT ATTORNEY	.00	.00	500.00	500.00	.0
10-53-40 OPERATING EXPENSE	362.98	362.98	450.00	87.02	80.7
10-53-50 DUES AND MEMBERSHIPS	.00	.00	150.00	150.00	.0
TOTAL JUDICIAL SYSTEM	2,424.17	4,719.12	27,849.00	23,129.88	17.0

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
PUBLIC SAFETY					
10-54-01 POLICE SALARIES	11,550.87	25,877.58	145,994.00	120,116.42	17.7
10-54-04 PART TIME OFFICERS	1,928.00	3,584.00	23,300.00	19,716.00	15.4
10-54-05 PENSION CONTRIBUTION	1,224.38	2,742.89	15,475.00	12,732.01	17.7
10-54-10 UNIFORMS AND ACCESSORIES	.00	2,100.00	3,500.00	1,400.00	60.0
10-54-11 SS/MEDICARE EXPENSE	314.38	688.38	3,899.00	3,210.64	17.7
10-54-12 UNEMPLOYMENT EXPENSE	40.44	99.66	508.00	408.34	19.6
10-54-13 EMPLOYEE HEALTH INSURANCE	3,778.77	7,656.06	46,478.00	38,821.94	16.5
10-54-14 WORKER'S COMPENSATION	.00	1,511.50	6,493.00	4,981.50	23.3
10-54-15 GASOLINE	343.28	343.28	6,000.00	5,656.72	5.7
10-54-20 VEHICLE MAINTENANCE	1,018.48	1,137.18	4,000.00	2,862.82	28.4
10-54-24 PROFESSIONAL TRAINING EXPENSE	.00	32.00	3,000.00	2,968.00	1.1
10-54-26 IN-SERVICE TRAINING EXPENSE	.00	.00	2,000.00	2,000.00	.0
10-54-28 VEHICLE RENTAL PAYMENT	1,063.42	2,126.84	12,762.00	10,635.16	16.7
10-54-30 RADAR & RADIO MAINTENANCE	.00	.00	500.00	500.00	.0
10-54-45 OPERATING SUPPLIES	402.14	402.14	1,500.00	1,097.86	26.8
10-54-50 FORMS EXPENSE	565.61	565.61	10,100.00	9,534.39	5.6
10-54-55 TELEPHONE - POLICE LINE	286.77	573.54	3,300.00	2,726.46	17.4
10-54-60 MEMBERSHIPS - DUES	.00	.00	300.00	300.00	.0
10-54-65 COMPUTER/SOFTWARE/SUPPORT	1,701.29	1,701.29	2,000.00	298.71	85.1
10-54-75 INVESTIGATIVE SERVICES	.00	.00	1,000.00	1,000.00	.0
10-54-97 PUBLIC RELATIONS	.00	.00	1,000.00	1,000.00	.0
TOTAL PUBLIC SAFETY	24,217.81	51,142.03	293,109.00	241,966.97	17.5
PUBLIC WORKS					
10-56-01 SALARIES	14,455.38	23,156.93	96,591.00	73,434.07	24.0
10-56-02 401(A) EMPLOYER MATCH	289.81	793.80	3,148.00	2,354.20	25.2
10-56-11 SS/MEDICARE EXPENSE	816.67	1,745.11	7,389.00	5,643.89	23.6
10-56-12 UNEMPLOYMENT EXPENSE	32.45	76.62	290.00	213.38	26.4
10-56-13 EMPLOYEE HEALTH INSURANCE	2,773.66	6,581.62	46,666.00	39,084.38	14.4
10-56-14 WORKER'S COMPENSATION	.00	1,013.00	6,081.00	5,068.00	16.7
10-56-15 GASOLINE & OIL - STREETS	238.27	238.27	8,000.00	7,761.73	3.0
10-56-25 REPAIRS & MAINT - EQUIPMENT	5,709.18	6,066.21	12,000.00	5,933.79	50.6
10-56-30 TOOLS, MAT'L'S, & SUPPLIES	342.09	586.47	3,000.00	2,413.53	19.6
10-56-35 EDUCATION & TRAINING	.00	.00	1,000.00	1,000.00	.0
10-56-40 ELECTRIC STREET LIGHTS & SIGNS	888.67	1,744.60	11,500.00	9,755.40	15.2
10-56-45 TELEPHONE	116.75	233.51	1,500.00	1,266.49	15.6
10-56-50 MAINTENANCE BUILDING - UTILITY	582.40	1,110.46	7,500.00	6,389.54	14.8
10-56-60 VEHICLE RENTAL PAYMENT	1,391.92	2,783.84	16,703.00	13,919.16	16.7
10-56-70 STREET REPAIRS	2,690.42	3,839.20	32,000.00	28,160.80	12.0
10-56-82 TOWN SHOP BUILDING REPAIRS	.00	.00	1,000.00	1,000.00	.0
TOTAL PUBLIC WORKS	30,327.67	49,969.64	253,368.00	203,398.36	19.7

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
10-58-30 TOOLS, MATERIALS, & SUPPLIES	.00	.00	3,000.00	3,000.00	.0
10-58-41 PARKS UTILITIES	23.98	23.98	350.00	326.02	6.9
10-58-42 VAULT RESTROOMS MAINTENANCE	.00	.00	500.00	500.00	.0
10-58-50 CEMETERY EXPENSE	8.58	8.58	500.00	491.42	1.7
10-58-80 FAIRPLAY BEACH PROJECT EXPENSE	.00	.00	500.00	500.00	.0
10-58-90 LAND ACQUISITION	.00	19,500.00	35,000.00	15,500.00	55.7
TOTAL PARKS & RECREATION	32.56	19,532.56	39,850.00	20,317.44	49.0
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
10-61-15 LIABILITY INSURANCE	.00	3,217.65	12,328.00	9,110.35	26.1
10-61-17 AUDIT FEES	.00	.00	4,620.00	4,620.00	.0
10-61-23 TREASURER'S FEES - MILL LEVY	.00	.45	4,500.00	4,499.55	.0
10-61-25 PUBLISHING EXPENSE	87.35	87.35	1,500.00	1,412.65	5.8
10-61-30 DUES & MEMBERSHIPS	14.47	1,478.47	2,000.00	521.53	73.9
TOTAL NON-DEPARTMENTAL EXPENDITURES	101.82	4,783.82	24,948.00	20,164.08	19.2
TOTAL FUND EXPENDITURES	104,461.93	181,398.75	1,135,733.00	954,334.25	16.0
NET REVENUE OVER EXPENDITURES	(23,163.97)	(39,495.99)	83,371.00	122,866.99	(47.4)

TOWN OF FAIRPLAY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUES</u>					
20-44-10 COLORADO LOTTERY FUNDS	.00	.00	3,300.00	3,300.00	.0
20-44-20 PARK COUNTY GRANTS	.00	.00	25,000.00	25,000.00	.0
TOTAL INTERGOVERNMENTAL REVENUES	.00	.00	28,300.00	28,300.00	.0
<u>INTEREST INCOME</u>					
20-46-50 INTEREST INCOME SAVINGS	.58	1.17	3.00	1.63	39.0
TOTAL INTEREST INCOME	.58	1.17	3.00	1.63	39.0
TOTAL FUND REVENUE	.58	1.17	28,303.00	28,301.63	.0

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

CONSERVATION TRUST FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>OPERATION EXPENSE</u>					
20-73-03 BASEBALL FIELD IMPROVEMENTS	.00	.00	500.00	500.00	.0
20-73-05 BASEBALL FIELD UTILITIES	12.48	12.48	175.00	162.52	7.1
20-73-65 SIDEWALK/TRAILPROJECT	.00	.00	27,500.00	27,500.00	.0
TOTAL OPERATION EXPENSE	12.48	12.48	28,175.00	28,162.52	.0
TOTAL FUND EXPENDITURES	12.48	12.48	28,175.00	28,162.52	.0
NET REVENUE OVER EXPENDITURES	(11.90)	(11.31)	126.00	139.31	(8.8)

TOWN OF FAIRPLAY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

INTERNAL SERVICE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>REVENUE</u>					
32-47-20 DEPT RENTAL PAYMENTS	3,383.34	6,766.68	40,600.00	33,833.32	16.7
TOTAL REVENUE	3,383.34	6,766.68	40,600.00	33,833.32	16.7
TOTAL FUND REVENUE	3,383.34	6,766.68	40,600.00	33,833.32	16.7
NET REVENUE OVER EXPENDITURES	3,383.34	6,766.68	40,600.00	33,833.32	16.7

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

FAIRPLAY WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>UTILITY REVENUES</u>					
50-43-05 POTABLE WATER	32,092.50	62,109.50	400,000.00	337,890.50	15.5
50-43-50 LATE CHARGES	520.47	1,034.08	4,500.00	3,465.92	23.0
50-43-70 PLANT INVESTMENT FEES	.00	.00	7,500.00	7,500.00	.0
50-43-80 WATER FACILITY MAINTENANCE FEE	.00	121.82	500.00	378.18	24.4
TOTAL UTILITY REVENUES	32,612.97	63,265.40	412,500.00	349,234.60	15.3
<u>MISCELLANEOUS INCOME</u>					
50-46-05 WATER METERS, PRV, & PARTS	.00	.00	1,000.00	1,000.00	.0
50-46-10 PENALTY FOR NON-COMPLIANCE	40.00	80.00	480.00	400.00	16.7
50-46-25 INTEREST ON INVESTMENTS	15.30	29.50	50.00	20.50	59.0
50-46-50 OTHER WATER REVENUE	.00	.00	100.00	100.00	.0
TOTAL MISCELLANEOUS INCOME	55.30	109.50	1,630.00	1,520.50	6.7
TOTAL FUND REVENUE	32,668.27	63,374.90	414,130.00	350,755.10	15.3

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

FAIRPLAY WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMPLOYEE EXPENSES</u>					
50-70-01 SALARIES	10,483.59	18,099.66	83,480.00	65,380.34	21.7
50-70-02 ICMA RC RETIREMENT	242.66	639.23	2,729.00	2,089.77	23.4
50-70-11 SS/MEDICARE EXPENSE	658.15	1,373.07	6,441.00	5,067.93	21.3
50-70-12 UNEMPLOYMENT EXPENSE	26.09	60.38	253.00	192.62	23.9
50-70-13 EMPLOYEE HEALTH INSURANCE	2,150.38	4,847.22	32,534.00	27,686.78	14.9
50-70-14 WORKER'S COMPENSATION	.00	160.13	641.00	480.87	25.0
50-70-50 EDUCATION - WATER OPERATORS	593.88	593.88	3,000.00	2,406.12	19.8
50-70-70 BOT SALARY	30.00	71.25	720.00	648.75	9.9
TOTAL EMPLOYEE EXPENSES	14,184.65	25,844.82	129,798.00	103,953.18	19.9
<u>PLANT & EQUIPMENT</u>					
50-71-03 WATER TREATMENT PLANT	4,444.32	12,797.32	15,000.00	2,202.68	85.3
50-71-20 PUMPHOUSE EXPENSE	.00	.00	13,000.00	13,000.00	.0
50-71-30 CHEMICAL EXPENSE	.00	.00	800.00	800.00	.0
50-71-40 WATER TESTING EXPENSE	23.00	23.00	3,800.00	3,777.00	.6
50-71-55 LEAKS AND REPAIRS	.00	.00	21,000.00	21,000.00	.0
50-71-60 TOOLS, & MAINTENANCE SUPPLIES	377.83	3,292.83	3,000.00 (	292.83)	109.8
50-71-70 REPAIR & MAINTAIN EQUIPMENT	3,633.00	3,872.02	7,000.00	3,127.98	55.3
50-71-80 GASOLINE & OIL	119.14	119.14	3,500.00	3,380.86	3.4
50-71-85 WATER TANKS	38.50	38.50	500.00	461.50	7.7
50-71-87 VEHICLE RENTAL PAYMENT	686.00	1,392.00	8,352.00	6,960.00	16.7
50-71-90 DITCH MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
TOTAL PLANT & EQUIPMENT	9,331.79	21,534.81	76,952.00	55,417.19	28.0
<u>CONTRACTUAL FEES</u>					
50-72-03 ENGINEERING FEES	.00	.00	10,000.00	10,000.00	.0
50-72-10 LEGAL FEES	328.13	328.13	10,000.00	9,671.87	3.3
50-72-20 INSURANCE FEES	25.90	2,171.00	8,219.00	6,048.00	26.4
50-72-30 MEMBERSHIP DUES	2.86	418.13	1,200.00	781.87	34.8
50-72-40 AUDITOR FEES	.00	.00	3,800.00	3,800.00	.0
TOTAL CONTRACTUAL FEES	356.89	2,917.26	33,219.00	30,301.74	8.8

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

FAIRPLAY WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATION EXPENSE</u>					
50-73-03 OFFICE EXPENSE	73.44	73.44	500.00	426.56	14.7
50-73-10 POSTAGE EXPENSE	155.36	329.92	2,000.00	1,670.08	16.5
50-73-20 TELEPHONE EXPENSE	78.26	181.41	1,500.00	1,318.59	12.1
50-73-30 PUBLISHING EXPENSE	.00	.00	400.00	400.00	.0
50-73-40 WATER METERS	.00	.00	2,000.00	2,000.00	.0
50-73-80 COMPUTER/SOFTWARE/SUPPORT	202.25	404.50	8,000.00	7,595.50	5.1
50-73-90 SHOP UTILITIES	1,319.04	1,747.10	20,000.00	18,252.90	8.7
TOTAL OPERATION EXPENSE	1,828.34	2,736.37	34,400.00	31,663.63	8.0
<u>DEBT SERVICE ON REVENUE LOANS</u>					
50-75-02 REVENUE LOAN PAYMENT-PRINCIPAL	3,478.94	3,478.94	14,152.00	10,673.06	24.6
50-75-03 DEP OF LOCAL AFFAIRS-PRINCIPAL	.00	.00	5,199.00	5,199.00	.0
50-75-05 RURAL DEV. LOAN - PRINCIPAL	.00	900.00	2,000.00	1,100.00	45.0
50-75-10 REVENUE LOAN PAYMENT-INTEREST	325.71	325.71	1,066.00	740.29	30.6
50-75-13 DEP OF LOCAL AFFAIRS-INTEREST	.00	.00	819.00	819.00	.0
50-75-15 RURAL DEV. LOAN - INTEREST	.00	1,935.87	3,452.00	1,518.13	56.1
TOTAL DEBT SERVICE ON REVENUE LOANS	3,804.65	6,640.52	26,688.00	20,047.48	24.9
<u>901 MAIN STREET</u>					
50-80-80 RENT 901 MAIN STREET	.00	.00	12,397.00	12,397.00	.0
TOTAL 901 MAIN STREET	.00	.00	12,397.00	12,397.00	.0
TOTAL FUND EXPENDITURES	29,508.32	59,673.78	313,454.00	253,780.22	19.0
NET REVENUE OVER EXPENDITURES	3,161.95	3,701.12	100,676.00	96,974.88	3.7

TOWN OF FAIRPLAY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

FAIRPLAY SANITATION-GENERAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX REVENUES</u>					
60-48-05 AD VALOREM TAX	16.99	16.99	126,217.00	126,200.01	.0
60-48-10 SO TAX	1,093.49	2,276.82	14,500.00	12,223.18	15.7
60-48-15 DELINQUENT TAX	.00	10.59	.00 (	10.59)	.0
60-48-20 INTEREST	.00	3.91	.00 (	3.91)	.0
TOTAL TAX REVENUES	1,110.48	2,308.31	140,717.00	138,408.69	1.6
TOTAL FUND REVENUE	1,110.48	2,308.31	140,717.00	138,408.69	1.6

TOWN OF FAIRPLAY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 29, 2018

FAIRPLAY SANITATION-GENERAL

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>DEBT SERVICE</u>					
60-75-02 GO BOND PAYMENT-PRINCIPAL	.00	.00	140,717.00	140,717.00	.0
TOTAL DEBT SERVICE	.00	.00	140,717.00	140,717.00	.0
TOTAL FUND EXPENDITURES	.00	.00	140,717.00	140,717.00	.0
NET REVENUE OVER EXPENDITURES	1,110.48	2,308.31	.00	(2,308.31)	.0

**TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016**

UTILITY REVENUES

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>WASTEWATER REVENUES</u>					
61-43-05 WASTEWATER USER FEES	56,960.95	113,941.90	680,443.00	566,501.10	16.8
61-43-50 LATE CHARGES	860.00	1,860.00	5,100.00	3,240.00	36.5
61-43-60 PLANT INVESTMENT FEE	.00	.00	17,062.00	17,062.00	.0
TOTAL WASTEWATER REVENUES	57,820.95	115,801.90	702,605.00	586,803.10	16.5
<u>MISCELLANEOUS REVENUE</u>					
61-46-10 INTEREST	525.13	1,019.08	2,500.00	1,480.92	40.8
61-46-20 MISCELLANEOUS REVENUE	.00	.00	2,000.00	2,000.00	.0
TOTAL MISCELLANEOUS REVENUE	525.13	1,019.08	4,500.00	3,480.92	22.7
TOTAL FUND REVENUE	58,346.08	116,820.98	707,105.00	590,284.02	16.5

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

FAIRPLAY SAN ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMPLOYEE EXPENSES</u>					
61-70-01 SALARIES	7,759.81	14,728.28	91,353.00	76,624.72	16.1
61-70-02 ICMA RC RETIREMENT	180.82	487.26	2,206.00	1,718.74	22.1
61-70-05 SALARIES/PT	2,337.69	3,283.84	.00 (	3,283.84)	.0
61-70-11 SS/MEDICARE EXPENSE	626.96	1,362.36	6,988.00	5,625.64	19.5
61-70-12 UNEMPLOYMENT EXPENSE	24.82	61.40	274.00	212.60	22.4
61-70-13 EMPLOYEE HEALTH INSURANCE	1,603.95	3,724.44	28,299.00	24,574.56	13.2
61-70-14 WORKER'S COMPENSATION	.00	667.37	641.00 (	28.37)	104.1
61-70-50 EDUCATION - WW OPERATORS	.00	.00	1,000.00	1,000.00	.0
TOTAL EMPLOYEE EXPENSES	12,514.05	24,314.95	130,761.00	106,446.05	18.8
<u>PLANT & EQUIPMENT</u>					
61-71-03 COLLECTION SYSTEM MAINTENANCE	.00	.00	25,000.00	25,000.00	.0
61-71-04 UTILITIES	5,734.83	8,255.49	50,000.00	41,744.51	16.5
61-71-10 DISCHARGE/PERMITS	.00	.00	3,000.00	3,000.00	.0
61-71-30 CHEMICAL & SUPPLIES EXPENSE	.00	760.46	2,000.00	1,239.54	38.0
61-71-40 TESTING EXPENSE	334.99	567.99	4,500.00	3,932.01	12.6
61-71-50 SLUDGE REMOVAL	.00	.00	60,000.00	60,000.00	.0
61-71-55 REPAIRS & MAINTENANCE	3,549.94	4,158.99	15,000.00	10,841.01	27.7
61-71-67 TRASH	75.00	150.00	900.00	750.00	16.7
61-71-80 GASOLINE & OIL	119.13	119.13	2,500.00	2,380.87	4.8
61-71-85 VEHICLE EXPENSE	232.00	464.00	2,784.00	2,320.00	16.7
TOTAL PLANT & EQUIPMENT	10,045.89	14,476.06	165,684.00	151,207.94	8.7
<u>CONTRACTUAL FEES</u>					
61-72-03 ENGINEERING FEES	.00	.00	10,000.00	10,000.00	.0
61-72-10 LEGAL FEES	.00	.00	5,000.00	5,000.00	.0
61-72-20 INSURANCE FEES	100.00	100.00	7,100.00	7,000.00	1.4
61-72-30 MEMBERSHIP DUES	.00	225.00	700.00	475.00	32.1
61-72-40 AUDITOR FEES	.00	.00	4,100.00	4,100.00	.0
TOTAL CONTRACTUAL FEES	100.00	325.00	26,900.00	26,575.00	1.2

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

OPERATION EXPENSE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATION EXPENSE</u>					
61-73-01 ELECTION EXPENSE	.00	.00	1,500.00	1,500.00	.0
61-73-03 OFFICE EXPENSE	49.47 (	37.43)	500.00	537.43 (	7.5)
61-73-05 MISCELLANEOUS	.00	150.00	500.00	350.00	30.0
61-73-10 POSTAGE EXPENSE	155.36	329.93	2,400.00	2,070.07	13.8
61-73-20 TELEPHONE EXPENSE	161.97	238.19	2,300.00	2,061.81	10.4
61-73-30 PUBLISHING EXPENSE	22.19	22.19	500.00	477.81	4.4
61-73-40 LOCATES	2.86	2.86	1,500.00	1,497.14	.2
61-73-60 COMPUTER/SOFTWARE/SUPPORT	202.25	404.50	2,800.00	2,195.50	15.6
61-73-70 TREASURER FEES	.51	.95	5,000.00	4,999.05	.0
61-73-80 CONTINGENCY	.00	.00	25,000.00	25,000.00	.0
61-73-85 CAPITAL IMPROVEMENTS	2,122.55	5,011.84	59,000.00	53,988.06	8.5
TOTAL OPERATION EXPENSE	2,717.16	6,123.13	100,800.00	94,676.87	6.1
<u>DEBT SERVICE</u>					
61-75-02 REVENUE BOND-INTEREST	.00	.00	158,718.00	158,718.00	.0
61-75-04 REVENUE BOND-PRINCIPAL	.00	.00	120,000.00	120,000.00	.0
TOTAL DEBT SERVICE	.00	.00	278,718.00	278,718.00	.0
TOTAL FUND EXPENDITURES	25,377.10	45,239.14	702,863.00	657,623.86	6.4
NET REVENUE OVER EXPENDITURES	32,968.98	71,581.84	4,242.00 (	67,339.84)	1687.5



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator
RE: Clean Energy Collective Presentation
DATE: March 17, 2016

Mike Malone and Jonathon Moore of the Clean Energy Collective have requested time on your agenda to discuss a proposal for use of the Fairplay Sanitation District land for placement of solar panels. You have two proposals in your packet – one is to enter into a Power Purchase Agreement to reduce costs on the FSD Xcel bills and one is to lease land for placement of the solar panels. I am sorry that I do not have better information for you – this was all rather last minute and have not had sufficient time to research. Butch, Vaughn and I met with Mr. Moore for the first (and only) time last week. As they will explain, they have a fairly small window of time to get their proposal into the PUC – hence the rush to get them on the agenda.



March 9, 2016

Sample CEC/Xcel Energy Solar Rewards Proposal

Clean Energy Collective is pleased to present **Town of Fairplay** with the opportunity to participate in the savings produced by solar panels in Clean Energy Collective's (CEC) Community Solar Arrays for Xcel Energy customers under the Xcel Energy Solar Rewards program. The CEC/Xcel Energy Solar Rewards Program reduces monthly electricity bills, protects against rising energy costs and provides a positive financial payback, all with no changes to your facilities.

The proposed renewable energy system requires no down payment, and generates a financial savings from the first month of service.

Clean Energy Collective

CEC is the nation's leading developer of community solar solutions. CEC pioneered the model of delivering clean power-generation through large-scale facilities that are collectively serving participating utility customers. Since establishing the first community-owned solar array in the country in 2010, CEC has more than 100 community solar arrays online or under development with over 30 utility partners across 14 states, these developments



National Innovative Green Power Program of the Year

represent over 156 MW of community solar capacity. CEC has been nationally recognized for pioneering the community solar project as the primary vehicle to bring solar power to all rate-payers, especially those where on site solar is not an option.

In addition to winning distinction as the National Innovative Green Power Program of the Year, Clean Energy Collective, was named to the 2014 Inc. 500 list, an exclusive ranking of the nation's fastest-growing private companies. Ranked number 194 overall, and 11th within the Energy segment, CEC was recognized for its innovative community-owned solar solution being adopted by utilities and communities across the country. Between 2010 and 2013 CEC's revenue grew 2,217 percent. This awards signify a track record of success and are important strengths to note in your selection of CEC as your partner for reduced energy costs as an element in your strategy to support renewable energy sources.



The following proposal was developed to address your specific energy use patterns and the savings, environmental and societal benefits defined are specific to your particular usage. We stand ready to answer any questions you may have and we look forward to being a part of your energy cost savings and sustainable energy support strategies.

Regards,

Mike Malone
Vice President
Clean Energy Collective



Community Solar Proposal

Clean Energy Collective in Colorado

CEC is developing large scale community solar facilities in in Colorado, with multiple projects serving Xcel Energy customers throughout the Front Range. These projects will be very large projects incorporating the most advanced solar panels, inverters, automated maintenance and single axis tracking. This means they feature the highest on-bill credit rates of any solar project in the state. Customers of Xcel Energy can now receive reduced energy costs from local renewable energy simply by participating in one or more of the CEC community-owned solar arrays.

How Clean Energy Collective's Community Solar Works

Commercial, Government and Non-Profit Xcel Energy utility customers can participate in CEC's Community Solar Program without making an upfront payment. CEC customers are assigned a number of panels in a community solar facility and receive Solar Rewards Credits from Xcel Energy for the power they produce directly on their monthly electric bills. In the following month customers will make a monthly payment to CEC for the power (kWh) they received. Customers generate these automatic clean energy savings in one easy step, without changing their property or making an upfront payment.

System Size		
Panel Size (watts)	Panels	Watts
113	2,433	274
Year 1		
SRC Credits		\$37,671
CEC Payments		(\$33,904)
Year One Savings	10.0%	\$3,767
20 Years		
SRC Credits		\$1,095,509
CEC Payments		(\$830,689)
Total Savings	24.2%	\$264,820
20 Year Environmental Benefits		
CO2 Avoided (lbs)		18,271,682
Car Travel Avoided (miles)		20,718,229
Trees Planted		28,182

Monthly Credit

Each month, your utility will calculate the amount of kilowatt hours (kWh) attributable to each customer in the community solar array. Once the kWhs attributable to each customer are determined, the utility will apply a credit to your electric bill that is the product of the kWh produced and the Solar Rewards Credit Rate for your account. Credits are applied to your Xcel Energy electric bills one month in arrears and used to directly offset the monthly electricity usage charges on the bill.

As your utility's rates change over time, the Solar Rewards Credit Rate changes the same rate in order to keep pace with increasing electric costs. As utility rates changes, your savings will move in unison. As rates increase, your savings can increase.



The Xcel Energy will continue to bill all customers for the electricity consumed under prevailing tariff rates.

The Xcel Energy will apply the Solar Rewards Credit against the charges on your electric bill. The Solar Rewards Credits will reduce the whole dollar cost of the bill, with any excess credits rolled over and applied to future months' billings for up to 12 months.

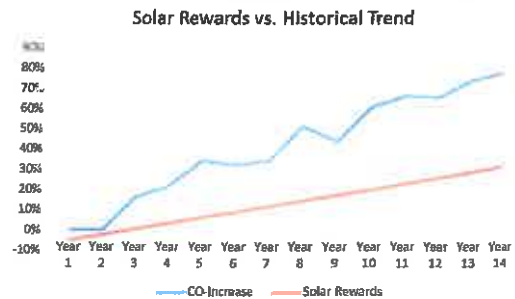
Customer Participation Rules

To participate in the CEC/Xcel Energy Solar Rewards program you must have an active account with Xcel Energy and maintain that account throughout the life of the agreement. Any location, meter or account can participate. You may participate in more than one project, making it possible to maximize your savings from renewable energy or to supply savings to multiple locations in different areas. You can change the utility account where credits are posted each year as your energy requirements change. In order to participate,



you will be required to sign a 20 year contract. You can offset some or all the electricity you consume each year.

Xcel Energy requires that each community solar array have not more than one customers comprising 40% of the capacity. Fortunately, with the large number of sites awarded to CEC, you may combine capacity in a variety of projects to meet your objectives while remaining in compliance with these restrictions. With your historical annual electricity consumption and expense information, CEC can provide a system that generates sufficient total savings to offset up to 120% of your annual electricity expense.



Customer Payment

There is no down payment to participate in the CEC/Xcel Energy Solar Rewards program. From the very first month after the solar array is connected to Xcel Energy’s grid you are generating Solar Rewards Credits that reduce your utility costs. The month after receiving your on bill credit for the power produced, CEC Customers will pay CEC for the power (kWh) that the solar panels produced and generated the monthly credit that they received from Xcel Energy for the previous month, retaining all the credit above that as savings every month. There is no additional cost. You pay for the power after the credits are received and you are assured of saving from the first month from the on-bill credits. You receive year after year savings under the program.



Transfer

Customers may be assigned the credits received to any meter under you’re their account. This allows you the opportunity to move the credits from one location or account to others as your organization’s needs change. To comply with the utility’s regulations, CEC provides two opportunities each year for customers to make panel assignment changes.

Operations & Maintenance Program



CEC is responsible for the ongoing operations and maintenance of all Community Solar Arrays. Ongoing operations and maintenance includes active daily monitoring of production and weather information, with real-time visibility into actual production. Any unexpected degradation in production is flagged and investigated by CEC and our maintenance contractors. The manufacturer's 25 year panel warranty covers expected annual production assuming a 2.5% degradation rate in year 1, and then 0.67% per year for the next 24 years.

The CEC O&M Program provides:

- Real time monitoring of the array's production.
- Real time monitoring of the weather and irradiation at the array.
- Baseline production monitoring against the expected production per year, not just the manufacturers' warranties. If production falls by more than 2%, the array is inspected and faulty components are replaced or repaired as required.
- Annual inspections of the array by certified technicians.
- 25 year panel warranties from the manufacturer.
- Two 10 year successive inverter warranties from the manufacturer.
- 10 year installation warranty from the installation contractor.
- Immediate repair or replacement of faulty or defective parts.
- Insurance against all damages at full replacement value.

Summary:

The CEC community solar program offers customers the unparalleled opportunity to:

- Achieve immediate savings on your utility costs, from the first month, with no payback period
- Reduce or hedge your long term energy costs with a 20 year agreement that rises and falls with utility costs
- Lock in consistent long term savings for 20 years
- Support renewable energy sources and be seen as an environmental leader in the community

The CEC community solar program comes without the restrictions of having to:

- Secure long term financing or commit a large down payment
- Alter your property or facility to accommodate solar panels
- Budget or assign resources to the maintenance of an on-site solar power installation

The CEC community solar program is the fastest, least costly and easiest to implement renewable energy savings program in the state of Colorado.

A specific example of Production, Credits, Payments and Savings follows.



The CEC Program provides the following production, savings and cost estimates:

ESTIMATED POWER PRODUCTION AND SAVINGS								
Utility Rate Inflation		4.50%			Panels		2,433	
Year 1 Solar Rewards Credit Rate		\$0.06836			KW		274	
Year 1 PPA Cost Rate		\$0.0615			20 Year Savings \$		\$264,820	
PPA Escalator		2.80%			20 Year Savings %		24%	
Year	Annual kWh	Solar Rewards Credit Rate Average (\$/kWh)	Total Solar Rewards Payment	PPA Cost Average (\$/kWh)	Annual PPA Payments	Total Savings Generated	Cumulative Savings	Effective Discount Rate
1	551,068	\$0.0684	\$37,671	\$0.0615	(\$33,904)	\$3,767	\$3,767	10%
2	547,392	\$0.0714	\$39,103	\$0.0632	(\$34,620)	\$4,483	\$8,250	11%
3	543,716	\$0.0747	\$40,589	\$0.0650	(\$35,351)	\$5,238	\$13,488	13%
4	540,041	\$0.0780	\$42,128	\$0.0668	(\$36,095)	\$6,033	\$19,521	14%
5	536,365	\$0.0815	\$43,724	\$0.0687	(\$36,853)	\$6,871	\$26,392	16%
6	532,689	\$0.0852	\$45,379	\$0.0706	(\$37,625)	\$7,754	\$34,146	17%
7	529,014	\$0.0890	\$47,094	\$0.0726	(\$38,412)	\$8,682	\$42,828	18%
8	525,338	\$0.0930	\$48,871	\$0.0746	(\$39,213)	\$9,658	\$52,485	20%
9	521,663	\$0.0972	\$50,713	\$0.0767	(\$40,029)	\$10,684	\$63,169	21%
10	517,987	\$0.1016	\$52,622	\$0.0789	(\$40,860)	\$11,762	\$74,931	22%
11	514,311	\$0.1062	\$54,599	\$0.0811	(\$41,706)	\$12,893	\$87,824	24%
12	510,636	\$0.1109	\$56,649	\$0.0834	(\$42,567)	\$14,081	\$101,906	25%
13	506,960	\$0.1159	\$58,772	\$0.0857	(\$43,444)	\$15,327	\$117,233	26%
14	503,285	\$0.1211	\$60,971	\$0.0881	(\$44,337)	\$16,634	\$133,867	27%
15	499,609	\$0.1266	\$63,249	\$0.0906	(\$45,245)	\$18,004	\$151,871	28%
16	495,933	\$0.1323	\$65,609	\$0.0931	(\$46,170)	\$19,439	\$171,310	30%
17	492,258	\$0.1382	\$68,054	\$0.0957	(\$47,111)	\$20,943	\$192,253	31%
18	488,582	\$0.1445	\$70,585	\$0.0984	(\$48,069)	\$22,516	\$214,769	32%
19	484,906	\$0.1510	\$73,206	\$0.1011	(\$49,043)	\$24,164	\$238,933	33%
20	481,231	\$0.1578	\$75,921	\$0.1040	(\$50,034)	\$25,887	\$264,820	34%
Total	10,322,984		\$1,095,509		(\$830,689)	\$264,820		24%

Annual kWh is the estimated production from your portion of the solar facility.



Reservation Form:

Get Started Today

Complete ALL of the following steps to reserve your system.

1. Choose your system size:

kW System Size:

- 2. Send your Information** – Complete all of the information on this page and then return to CEC.
- 3. Contact Agreements** – Once we receive your information, we will create your customer agreements for your consideration.
- 4. Customer Information** – for all agreements (print)

Business or Organization

Contact Name

City

State

Zip

County

Mailing Address (if different than physical address above)

Primary Phone Number

Secondary Phone Number

Utility Account Number(s)

Utility Meter Number(s)

Annual Utility Cost(s)

Customer Signature

Date

- 5. Execution and Confirmation** –Your reservation is confirmed after execution of the contract.

**Binding Letter of Intent to Lease Property
for Installation and Operation of a Solar Project**

This Binding Letter of Intent to Lease Property for Installation and Operation of a Solar Project (the "Agreement") is entered into this ____ day of March, 2016, by and between the Fairplay Sanitation District, P.O. Box 207, Fairplay, CO 80440 ("Landlord") and Clean Energy Collective, LLC or its designated affiliate, a Colorado limited liability company, with offices at 361 Centennial Parkway, Third Floor, Louisville, CO 80027 ("Developer").

Whereas, Landlord is interested in leasing 14 +/- acres of their property located to the south of the existing sanitation facilities located at _____, Fairplay, CO for the development and construction of a ground-mounted solar power generation system ("Solar System"). The property ("Property") is identified as Park County Assessor's Schedule Number # 4497, and is further depicted on Exhibit A); and

Whereas, Developer has experience in the acquisition, financing and development of Solar Systems, Landlord does hereby agree and consent to the following:

1. **Exclusivity Period.** Developer shall have an exclusivity period of one hundred eighty (180) days from the date hereof (the "Exclusivity Period") to complete due diligence, evaluation, and provide for signature of the Lease (as defined below). During the Exclusivity Period, Landlord will not: (i) directly or indirectly initiate, solicit or engage in discussions or negotiations with any entity or person other than Developer (and Developer's affiliates and representatives) concerning lease or sale of the Property or the design, installation, construction, operation, maintenance or financing of any Solar System or other system on the Property, or (ii) entertain, accept, respond to, or enter into any agreements concerning the lease or sale of the Property or the design, installation, construction, operation, maintenance or financing of any Solar System or other system on the Property. Landlord acknowledges that Developer will be expending resources to evaluate Landlord's Property and agrees it will not attempt to bypass or circumvent Developer in any way. Notwithstanding the foregoing, Landlord shall be permitted to continue any negotiations regarding the sale of the Property with Prospective Buyers that began prior to the date of this Agreement, provided that (a) such Prospective Buyer(s) is/are not in the business of designing, installing, constructing, operating, maintaining or financing renewable energy facilities; and (b) such Prospective Buyer(s) agree(s) in writing to be bound by the terms of this Agreement in the event that they purchase the Property.
2. **Site Assessment.** Landlord shall cooperate with Developer as reasonably requested during this time to allow for site evaluations. Developer shall provide Landlord advance notice of any site visits, and shall make reasonable efforts to restore the property to its original condition in the event of any site testing.
3. **Lease.** If Developer determines that Landlord's Property is suitable for a Solar System, then prior to the end of the Exclusivity Period, Developer shall provide Landlord with a draft option lease (the "Lease"), which shall provide for annual rent payments between \$ 1,200 and \$ 1,800

per acre / per year. The lease term shall be no less than 20 years, plus renewal term options. The parties will use good faith efforts to complete negotiations of the Lease based upon the project assumptions and incorporating the above terms. If the parties are not able to complete such negotiations within a mutually agreeable timeframe, then neither party shall be obligated to enter into the Lease.

4. **Binding Effect.** Landlord and Developer hereby agree to be bound by the terms of this Agreement.
5. **Confidentiality.** Landlord and Developer, and their respective representatives, agree to hold in strict confidence and not disclose the following information and materials (collectively, "Confidential Information"): (i) the terms of this Agreement; (ii) the fact that Developer, and the Landlord are engaged in discussions regarding the proposed Lease; (iii) any present or future letters, emails, drafts, documents, communications or other information related to an agreement or transactions contemplated under the agreement; (iv) any financial statements or other financial information of either party disclosed to the other party; (v) information related to the business practices and marketing strategies of Developer; (vi) information generated by one party that contains, reflects, or is specifically derived from Confidential Information obtained from the other party; (vii) any technical specifications, engineering plans, or other information, written or verbal, related to Developer's products or services; and (viii) information related to Developer's suppliers, inventory, equipment, and processes. Confidential Information will not include any information that is available to the general public through means other than disclosure by the party to whom the information is or was disclosed under the terms of this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed without breaching this Agreement to the extent required to comply with applicable laws. The provisions of this paragraph will survive the termination of this Agreement.
6. **Assignment.** Developer is expressly permitted to assign this Agreement to any entity under its control or under shared control.
7. **Entire Agreement.** This Agreement embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein. This Agreement may be amended or modified only by an instrument of equal formality signed by the parties or their duly authorized agents.

In witness whereof, the parties hereto by their authorized representatives subscribe this Letter of Intent.

LANDLORD

DEVELOPER

Clean Energy Collective, LLC.

Signed: _____

Title: _____

Date: _____

Date: _____

Exhibit A
(The Property)





Clean Energy
COLLECTIVE

member owned. nature operated.

Community Solar Xcel Energy Solar Rewards Credit Program



U.S. DEPARTMENT OF
ENERGY

National Innovative Green
Power Program of the Year



2012 National Photovoltaic
Project of Distinction Award



SEPA
NORTH ELECTRIC POWER ASSOCIATION



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Agenda



- Who is Clean Energy Collective (CEC)?
- How It Works
- Current Energy Challenges
- Advantages of Community Solar
- Example Proposal
- Summary
- Next Steps

About CEC



- **Clean Energy Collective (CEC)** was founded in 2009
- CEC provides **easy access** to locally produced solar energy
- We **pioneered** country's first "community-owned solar arrays"
- **93** producing solar power systems online or under development, >160 MW of power – **More than any developer**
- Currently serving customers of **25 utilities in 13 states**
- Recognized as 194th **fastest growing private company** on INC. 500



How Does it Work?



- **CEC Community Arrays** – >12 MW clean power capacity in Xcel Energy Service Area.
- Clean Solar Power is sold to Xcel Energy **under 20 year agreements**
- **Any government or commercial customer** can participate in the CEC community solar power plant with **No Money Down**
- Customers receive **monthly electric bill credits** on their utility bill for 20 years tied to increases in utility rates
- Customers pay monthly and **save between 5 and 24% on their energy cost**
- **CEC maintains the solar array power plant** for optimal performance and savings



Solar Rewards Credit Flow



- CEC's Solar Array Generates Power to Utility Grid
- Xcel Energy buys the power at a defined Tariff Rate
- The Utility pays for the Power with a Solar Rewards Credit on Participating Customer's Monthly Utility Bill
- CEC Invoices Customer for a percentage of Solar Rewards Credits, due 30 days later
- Effectively saving Customer between 5% and 25%

Current Energy Challenges



- Rising energy prices
 - Energy is typically 2nd or 3rd highest cost for businesses
- Race to claim “green” identity
 - Citizens demanding green in their buying decisions
- Many obstacles to going solar may exist
 - Aesthetics
 - Roof design and orientation
 - Maintenance
 - Price
 - Building lessee

The Solution - Community Solar with the CEC



SOLAR POWER Reinvented



© Copyright 2013 Clean Energy Collective ®

7

Advantages of Community Solar

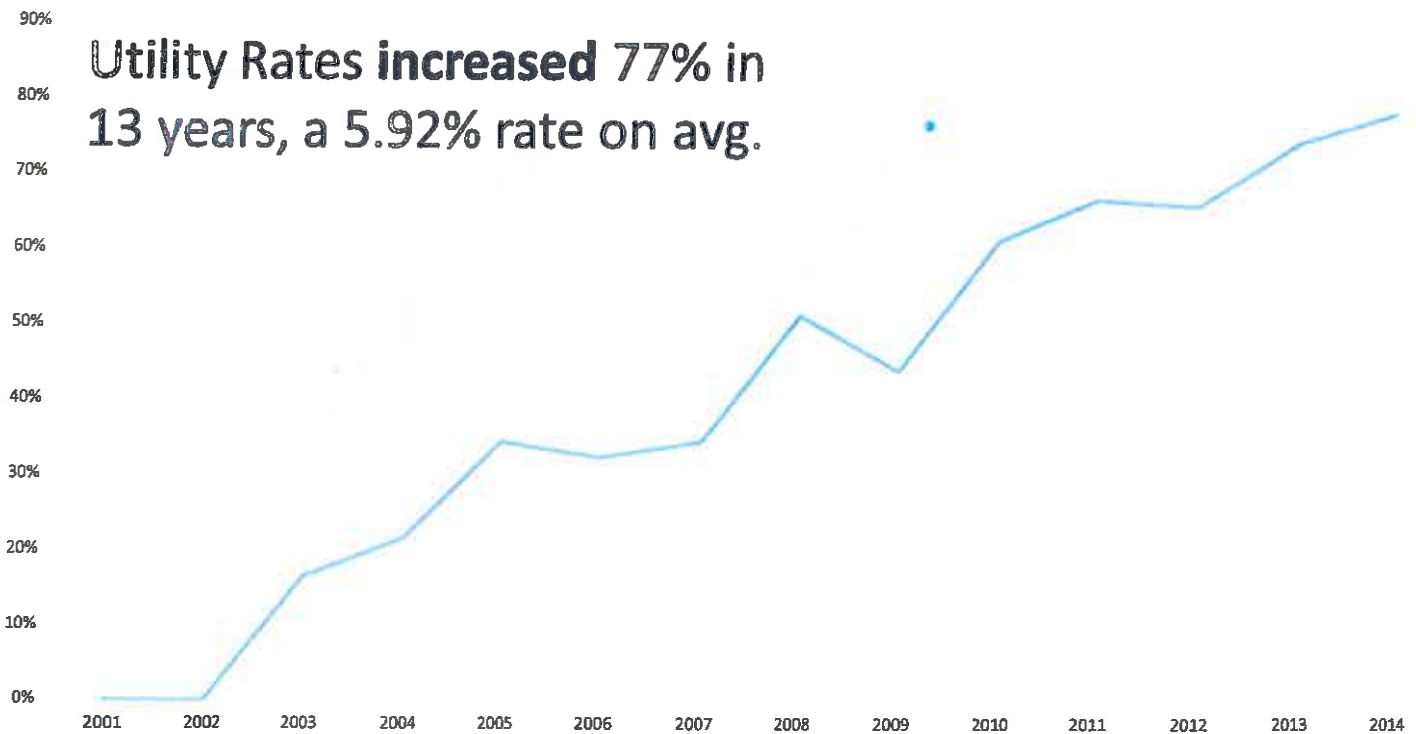


- **Clean, Renewable Energy**
 - Purchase power at a discounted price with a fixed inflation rate which is below market average to hedge against rising energy prices
 - Significant Savings for 20 years, 5-25%
 - Higher on bill credit than any other solar project type in Colorado
 - An example to the community - Improve image and environmental position with constituents

Colorado Historical Electricity Inflation



CO-Historic Increase



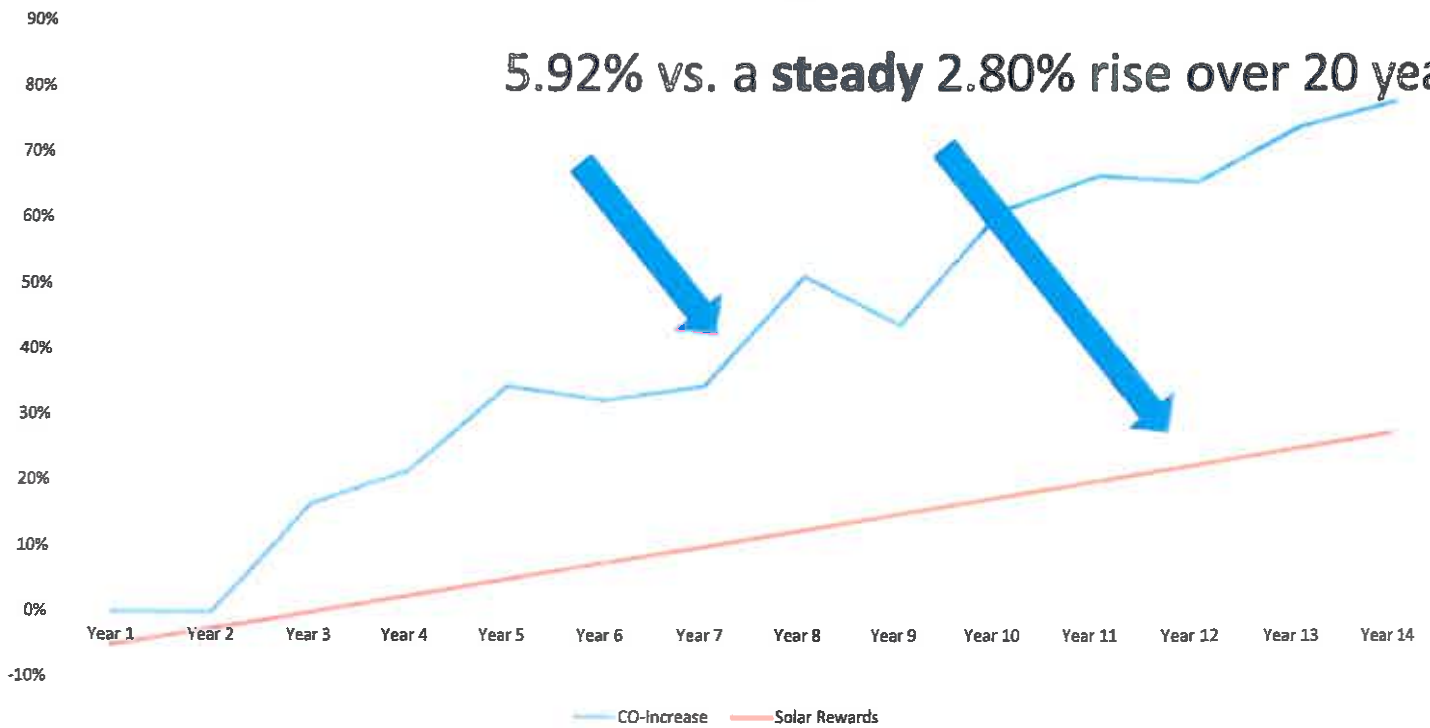
[Source U.S. Energy Information Agency](#)

Solar Rewards versus Historical Results



Solar Rewards vs. Historical Trend

5.92% vs. a **steady 2.80%** rise over 20 years



Solar Rewards versus Historical Results



Solar Rewards vs. Historical Trend



Solar Rewards helps you:



- Save Money on your Electrical bills
- Lock in your solar rewards rate to rise and fall with Xcel's tariff rates
- Control your electrical expense and use renewables all for no capital expense, save green!

Advantages of Community Solar



- **Offsite Solar Benefits**
- **Anyone can participate, regardless of roof design, direction, shading, etc.**
- **Allows lessees and lessors to participate – anyone who pays a utility bill.**
- **No aesthetic or structural integrity issues**
- **Comprehensive operations and maintenance program**
- **Higher efficiency from economies of scale**

Advantages of Community Solar



- **Flexibility**
 - Solar Rewards bill credit can be transferred to any meter in the utility and applicable geographic zone.
 - Transferrable to another owner if property is sold, or has a reduced energy need.
- **Saves on ENTIRE Electrical Costs**
 - Only solution to reduce Generation, Demand & Distribution Costs
 - Can off-set up to 120% of annual usage

Community Solar



- Panels are part of a large ground array.
- Panels are not on your Facilities or Grounds
- No Maintenance or Liability
- Positioned for optimum Production

Who are some of our Muni Customers?



- **Town of Breckenridge – 369 kW system**



- **Town of Silverthorne – 200 kW system**



- **Town of Telluride – 105 kW system**



- **Summit County - 100 kW system**



- **City of Lakewood – 275 kW system**

Who are some of our Business Customers?



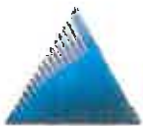
- **UMASS Amherst** – 920 kW system

- **Cummings Properties** – 5 MW system



- **Attleboro Public Schools** – 3.5 MW system

- **Somerset Public Schools** – 1.3 MW system



- **Iron Mountain** – 1.4 MW system

Year 1 and Year 20 Benefits with 10%-24%

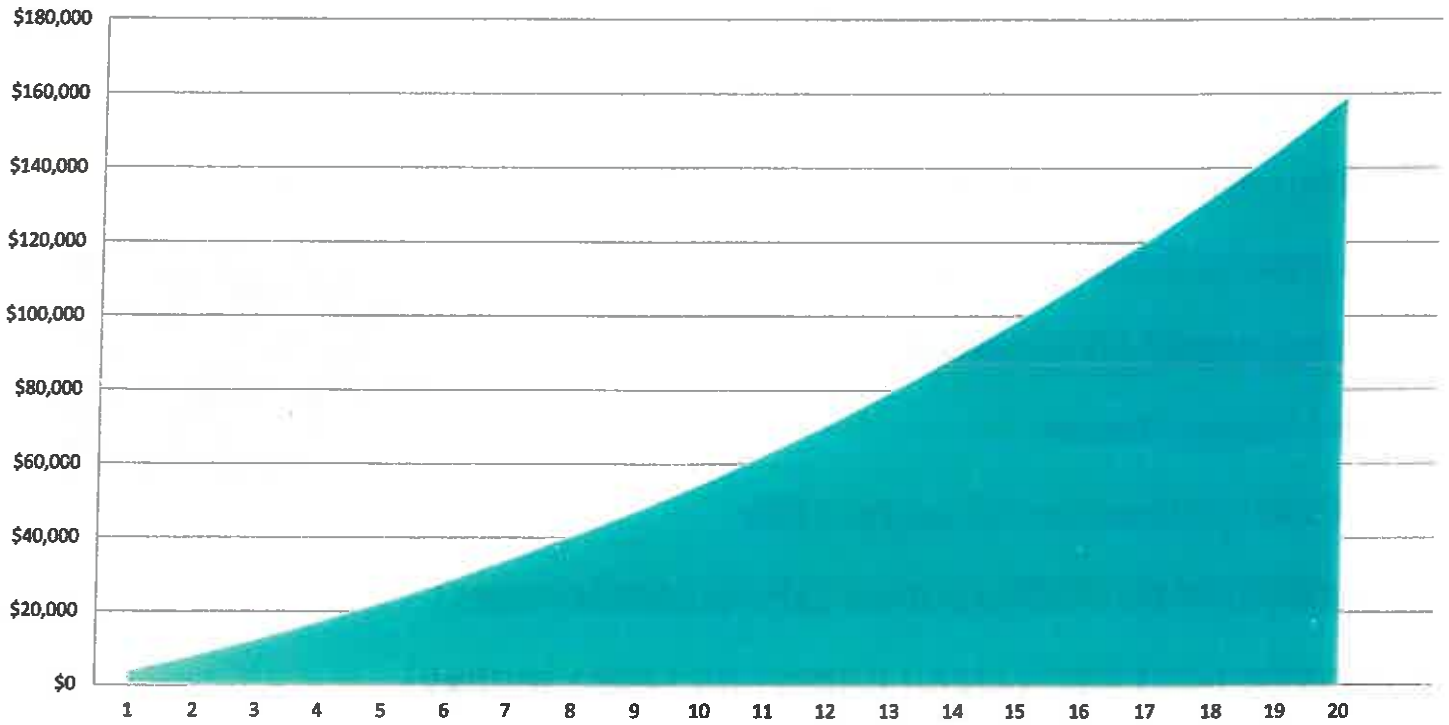


System Size		
Panel Size (watts)	Panels	Watts
113	2,433	274
Year 1		
SRC Credits		\$37,671
CEC Payments		(\$33,904)
Year One Savings	10.0%	\$3,767
20 Years		
SRC Credits		\$989,746
CEC Payments		(\$830,689)
Total Savings	16.1%	\$159,058
20 Year Environmental Benefits		
CO2 Avoided (lbs)		18,271,682
Car Travel Avoided (miles)		20,718,229
Trees Planted		28,182

20 Year Savings



Cumulative Savings



Advantages of Community Solar



- **Lock in low energy costs for a long time (20 years) – Hedge against inflation**
- **Community Solar Generates Higher Bill Credits than other Projects**
- **No need to install anything on customer premise**
- **Professionally Maintained**
- **Zero Money Down**
- **Optimal Production & Longer Life**
- **Transferable to utility meters the customer owns**
- **Everyone can OWN clean energy and save money!**



Contact Information



361 Centennial Parkway

Louisville, CO 80027

800-646-0323

Fax: 970-692-2592

www.easycleanenergy.com

Kevin Morse

Vice President Sales

303-588-5725

kevin.Morse@easycleanenergy.com

**MAYOR'S OPENING STATEMENT
TRAILS END SALOON LIQUOR LICENSE**

MAYOR LANE:

I will now open the public hearing on the application of Trails End Saloon LLC for a new Tavern liquor license at 500 Main Street in Fairplay, Colorado.

The Fairplay Board of Trustees, acting as the local liquor licensing authority, has jurisdiction to conduct this public hearing under the Colorado Liquor and Beer Codes found at Title 12, Articles 46 and 47 of the Colorado Revised Statutes and also under the provisions of the Town's Code. Notice of this hearing has been given as required by C.R.S. Section 12-47-302, and the Chair will make the publisher's affidavit and the posted notice a part of the record of this proceeding.

The purpose of this hearing is to consider whether a new Tavern liquor license should be issued to the applicant. In considering that matter the Board will address the criteria set forth in C.R.S. § 12-47-312 and particularly the reasonable requirements of the neighborhood for the type of license for which application has been made and the desires of the adult inhabitants of the neighborhood.

The procedure to be followed in this case will be as follows:

1. The applicant, or the applicant's legal counsel, may give an opening statement.
2. Following the opening statement, if any, the applicant and any other persons supporting the application may present any evidence supporting issuance of the license.
3. At the conclusion of the applicant's case, any persons opposing the issuance of the license and any other persons entitled to be heard may present evidence.
4. The applicant may then present any rebuttal evidence.

All witnesses may be cross-examined by any party, counsel for any party or the members of the Authority.

Are there any objections to the jurisdiction of the Liquor Authority or to the form or substance of these proceedings?

Hearing none, the applicant will now present its case.

3/17/16

C:\USERS\TINA\DOCUMENTS\TINA'S DOCUMENTS\TINA'S COMPUTER DOCUMENTS\LIQUOR\FAIRPLAY - VALITON HOTEL\FAIRPLAY HOTEL OPENI

MEMORANDUM

To: Mayor and Board of Trustees
From: Tina Darrah, Town Administrator
Date: March 17, 2016
RE: Trails End Saloon, LLC Liquor License Application

On January 26, 2016, Randy and Mary LaCombe, of Trails End Saloon, LLC, submitted an application for a Tavern Liquor License at 500 Main Street, in Fairplay, Colorado. The application was deemed complete, the appropriate fees were paid, and the application set for public hearing before the Board of Trustees on March 21, 2016. Notice of Public Hearing was published in the Fairplay Flume on Friday, March 4, 2016 and posted on the property on February 22, 2016.

The results of the investigation of this application are as follows:

- A background check was submitted on the applicants, the results of which have not been received as yet.
- The building plans and specifications are a true representation of the facilities and the premises comply with applicable zoning, building, health, and fire regulations as related to historic structures.
- Proof of possession of the premises has been provided.
- For purposes of determining the needs and desires of the neighborhood, the entire corporate limits of the Town of Fairplay have been determined to be the neighborhood. If approved, this liquor license would not appear to be a detriment to the neighborhood. Currently, there are two Tavern Liquor Licenses issued in the Town of Fairplay and this location has previously been the site of a Hotel and Restaurant Liquor License; therefore this license would not create an undue concentration of the same class of license, possibly increasing the need for law enforcement resources in Fairplay.

Staff finds that the application is complete, meets the requirements set forth in the Colorado Liquor Code and therefore recommends approval of the application for a Tavern Liquor License as applied for by Randy and Mary LaCombe, Trails End Saloon LLC, 500 Main Street, in Fairplay, Colorado, pending the results of the criminal background check being returned with no pertinent criminal history. Should the Board agree with this assessment, staff should be directed to prepare the findings of fact, conclusions and order to be placed on the next agenda for consideration.

CC: Randy and Mary LaCombe via hand delivery and file

Colorado Liquor Retail License Application

New License **New-Concurrent** **Transfer of Ownership**

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor
- Local License Fee \$ _____

1. Applicant is applying as a/an

<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual
<input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)	<input checked="" type="checkbox"/> Limited Liability Company
	<input type="checkbox"/> Association or Other

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

Trails End Saloon LLC

FEIN Number

2a. Trade Name of Establishment (DBA)

Trails End Saloon

State Sales Tax Number

Business Telephone

7198364699

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

500 Main Street

City	County	State	ZIP Code
Fairplay	Park	CO	80440

4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
PO Box 702	Fairplay	CO	80440

5. Email Address

MRLaCombe@outlook.com

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

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A	Nonrefundable Application Fees	Section B (Cont.)	Liquor License Fees
<input checked="" type="checkbox"/>	Application Fee for New License.....	<input type="checkbox"/>	Liquor Licensed Drugstore (City).....
	\$ 600.00	<input type="checkbox"/>	Liquor Licensed Drugstore (County).....
<input type="checkbox"/>	Application Fee for New License w/Concurrent Review.....	<input type="checkbox"/>	Manager Registration - H & R.....
	\$ 700.00	<input type="checkbox"/>	Manager Registration - Tavern.....
<input type="checkbox"/>	Application Fee for Transfer.....	<input type="checkbox"/>	Master File Location Fee.....
	\$ 600.00	<input type="checkbox"/>	Master File Background.....
Section B		Liquor License Fees	
<input type="checkbox"/>	Add Optional Premises to H & R.....	<input type="checkbox"/>	Optional Premises License (City).....
	\$100.00 X _____ Total _____	<input type="checkbox"/>	Optional Premises License (County).....
<input type="checkbox"/>	Add Related Facility to Resort Complex.....	<input type="checkbox"/>	Racetrack License (City).....
	\$ 75.00 X _____ Total _____	<input type="checkbox"/>	Racetrack License (County).....
<input type="checkbox"/>	Arts License (City).....	<input type="checkbox"/>	Resort Complex License (City).....
	\$308.75	<input type="checkbox"/>	Resort Complex License (County).....
<input type="checkbox"/>	Arts License (County).....	<input type="checkbox"/>	Retail Gaming Tavern License (City).....
	\$308.75	<input type="checkbox"/>	Retail Gaming Tavern License (County).....
<input type="checkbox"/>	Beer and Wine License (City).....	<input type="checkbox"/>	Retail Liquor Store License (City).....
	\$351.25	<input type="checkbox"/>	Retail Liquor Store License (County).....
<input type="checkbox"/>	Beer and Wine License (County).....	<input checked="" type="checkbox"/>	Tavern License (City).....
	\$436.25	<input checked="" type="checkbox"/>	Tavern License (County).....
<input type="checkbox"/>	Brew Pub License (City).....	<input type="checkbox"/>	Vintners Restaurant License (City).....
	\$750.00	<input type="checkbox"/>	Vintners Restaurant License (County).....
<input type="checkbox"/>	Brew Pub License (County).....		
	\$750.00		
<input type="checkbox"/>	Club License (City).....		
	\$308.75		
<input type="checkbox"/>	Club License (County).....		
	\$308.75		
<input type="checkbox"/>	Distillery Pub License (City).....		
	\$750.00		
<input type="checkbox"/>	Distillery Pub License (County).....		
	\$750.00		
<input type="checkbox"/>	Hotel and Restaurant License (City).....		
	\$500.00		
<input type="checkbox"/>	Hotel and Restaurant License (County).....		
	\$500.00		
<input type="checkbox"/>	Hotel and Restaurant License w/one opt premises (City).....		
	\$600.00		
<input type="checkbox"/>	Hotel and Restaurant License w/one opt premises(County).....		
	\$600.00		

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

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

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			\$

Application Documents Checklist and Worksheet

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

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

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

I. Applicant Information

- A. Applicant/Licensee identified
- B. State sales tax license number listed or applied for at time of application
- C. License type or other transaction identified
- D. Return originals to local authority
- E. Additional information may be required by the local licensing authority

II. Diagram of the premises

- A. No larger than 8 1/2" X 11"
- B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- C. Separate diagram for each floor (if multiple levels)
- D. Kitchen - identified if Hotel and Restaurant
- E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk
- B. Lease in the name of the Applicant (or) (matching question #2)
- C. Lease Assignment in the name of the Applicant with proper consent from the Landlord and acceptance by the Applicant
- D. Other Agreement if not deed or lease. (matching question #2)
(Attach prior lease to show right to assumption)

IV. Background information and financial documents

- A. Individual History Records(s) (Form DR 8404-I)
- B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants)
- C. Purchase agreement, stock transfer agreement, and or authorization to transfer license
- D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor / husband and wife partnership

- A. Form DR4679
- B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- A. Certificate of Incorporation dated stamped by the Secretary of State
- B. Certificate of Good Standing
- C. Certificate of Authorization if foreign corporation
- D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent)

VII. Partnership applicant information (if applicable)

- A. Partnership Agreement (general or limited). Not needed if husband and wife
- B. Certificate of Good Standing (If formed after 2009)

VIII. Limited Liability Company applicant information (if applicable)

- A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office)
- B. Certificate of Good Standing
- C. Copy of operating agreement
- D. Certificate of Authority if foreign company

IX. Manager registration for hotel and restaurant, tavern licenses when included with this application

- A. \$75.00 fee
- B. Individual History Record (DR 8404-I)
- C. If owner is managing, no fee required

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? Yes No
8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):
- (a) Been denied an alcohol beverage license?
 - (b) Had an alcohol beverage license suspended or revoked?
 - (c) Had interest in another entity that had an alcohol beverage license suspended or revoked?

If you answered yes to 8a, b or c, explain in detail on a separate sheet.

9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.
10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?
- Waiver by local ordinance?
Other: _____

11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.

12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?
- Ownership Lease Other (Explain in Detail) _____
- a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:

Landlord <i>Constance Shoppe</i>	Tenant <i>Mary LaCombe Randy LaCombe</i>	Expires <i>Oct 2016</i>
-------------------------------------	---	----------------------------

- b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.
- c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".

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

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<i>Shoppe</i>	<i>Constance</i>	<i>[REDACTED]</i>	<i>[REDACTED]</i>	<i>10%</i>
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

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

14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:
Has a local ordinance or resolution authorizing optional premises been adopted?
- Number of additional Optional Premise areas requested. (See license fee chart)

15. Liquor Licensed Drug Store applicants, answer the following:
(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? If "yes" a copy of license must be attached.

16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation
- (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?
 - (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?
 - (c) How long has the club been incorporated?
 - (d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?

17. Brew-Pub License or Vintner Restaurant Applicants answer the following:
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

18a. For all on-premises applicants.
(If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)

Last Name of Manager <i>LaCombe</i>	First Name of Manager <i>Randy</i>	Date of Birth <i>24 Jan 66</i>
--	---------------------------------------	-----------------------------------

- 18b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.

Name	Type of License	Account Number
------	-----------------	----------------

19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue?
- If yes, provide an explanation and include copies of any payment agreements.

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned
Mary Kay LaCombe	Fairplay PO Box 702, 115 Trails End CO 80440		Manager	50
Randy Paul LaCombe	Fairplay PO Box 702, 115 Trails End CO 80440		Manager	50
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned

** If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20

** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)

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

Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

Oath Of Applicant

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

Authorized Signature <i>Randy P. LaCombe</i>	Printed Name and Title Randy P. LaCombe	Date 25 Jan 2016
---	--	---------------------

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

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.)
---	---

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

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

(Check One)

- Date of Inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S.

Therefore, this application is approved.

Local Licensing Authority for		Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date	
Signature (attest)	Print	Title	Date	

COLORADO COMMERCIAL LEASE AGREEMENT

Hereby take notice that this lease agreement is between Fairplay, Valdon Hotel LLC owner, and Trail's End Saloon, LLC lessee. It shall commence on _____, for a period of 12 months to be renewed if both mutually agree, on _____.

The premises located at 500 Main Street, Fairplay, CO , 80440 , precisely, the restaurant, kitchen, dining room, saloon and back bar room, lower cooler and freezer, and all equipment related to running a restaurant and saloon currently on the premises. No alterations shall be made to the Brunswick Bar located in the saloon.

The agreed upon rent for such premises and equipment is: \$500. per month + 10 % of the daily sales of said restaurant and saloon. Plus partial utilities: 1/3 water and gas, 1/2 gas, 1/2 electric costs, 1/2 trash collection. Tenant shall obtain cable television for the bar if so desired.

Owner shall be responsible for insurance payments, fire suppression inspections, property taxes.

Any repairs to equipment in either bar or restaurant shall be shared 50/50 by owner and tenant. Owner shall make all existing equipment functional by opening day and shall be returned in good order.

Tenant shall be responsible for the liquor license, restaurant license. If owner shall sell the premises before the end of the lease agreement, owner will reimburse tenant the costs of licenses, pro rata. Tenant shall obtain a Colorado Sales tax number and pay and file reports accordingly. A copy of paid tax shall be supplied to owner quarterly.

Tenant shall keep premises in clean manner and be able to pass the health inspection at any time during the lease agreement.

The following items are on file: See attachment for inventory.

Signed on this date 11/27/16

Owner [Signature]

Tenant [Signature]

Witness: [Signature]

3/3/2010 / 9.20.13

3/16/2016

Hotel & Restaurant

Liquor License Application

MAP OF PREMISES

1 of 2

~~11/10/2011~~ **11/10/2011**

FAIRPLAY-VALITON HOTEL

500 MAIN STREET

FAIRPLAY, CO 80440

Hathaway St

5th St

Liquor Storage

BAR

Kitchen

Dining

Lobby

Guest Rooms

MAIN STREET

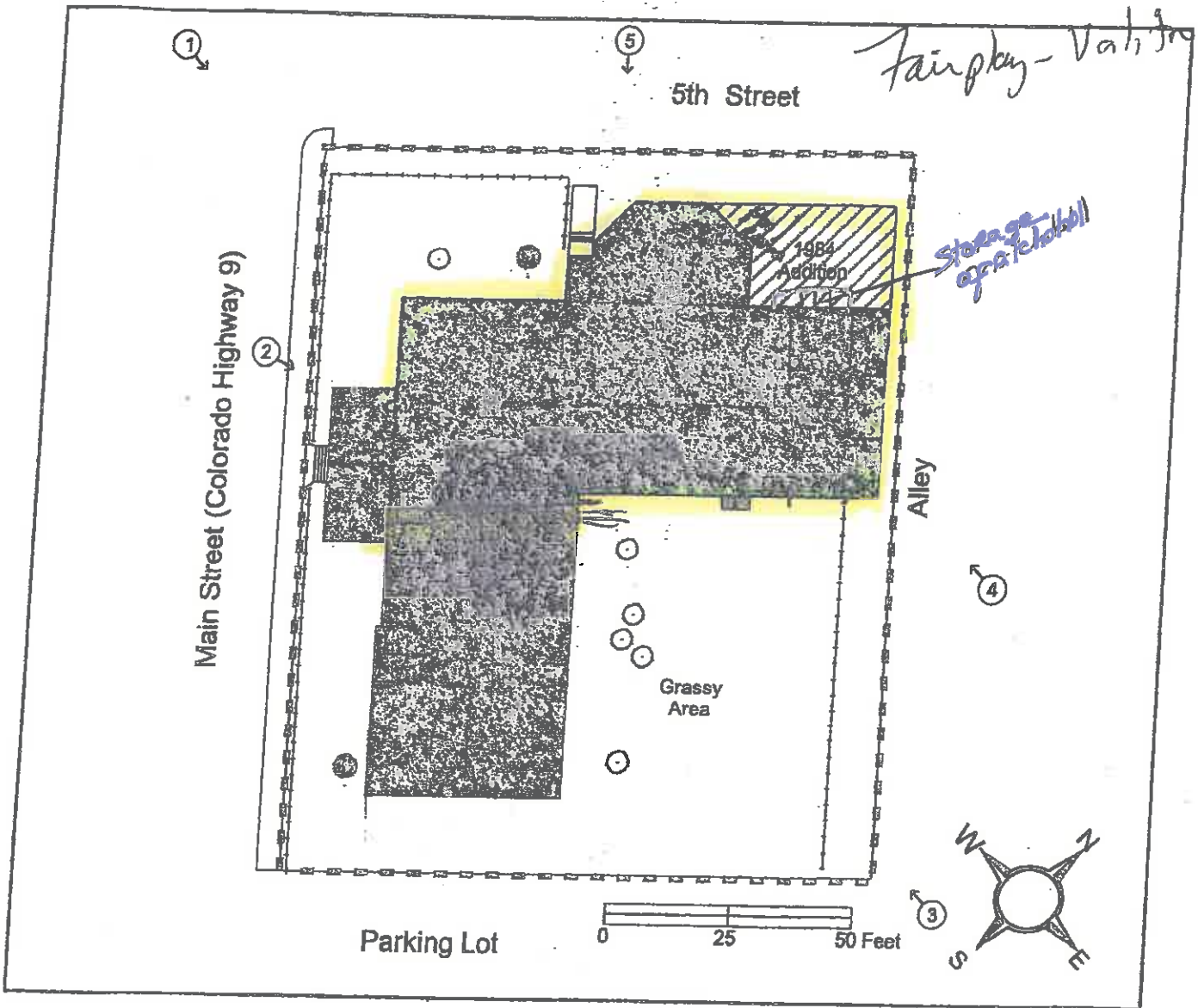
MAP OF PREMISES
2 of 2

Licensed
area includes
lobby, restaurant & bar & pool room
+ kitchen

National Register of Historic Places
Continuation Sheet

Section No. MAPS Page 23

Fairplay Hotel, Park County, Colorado



Sketch Map. The dashed line indicates the nomination boundary. Circled numbers with arrows identify photograph locations and camera directions. The shaded area is the original footprint of the building; the hatched area identifies an addition. Roof planes and chimneys are also shown.

Document Filed for Trails End Saloon LLC - 20161057070

Colorado Department of State (entity.subscribe@sos.state.co.us)
Mon 1/25/16 9:50 AM
MRLACOMBE@OUTLOOK.COM



A Message from the Colorado Secretary of State

This email is notification that the following document has been filed for Trails End Saloon LLC :
Articles of Organization

For more information, please review the record by visiting our website, www.sos.state.co.us. Select "Business Organizations" on the left and then click on " [eSOS](#)". You can search for the record by entering either the record name or ID number.

If the ID number is used to search, the website will immediately display the Summary page for the record. If the name is used to search, the website will display a list of search results. Find the correct record and select the ID number to proceed to the Summary page. From the Summary page, you can choose to view additional information.

Thank you for using the Colorado Secretary of State's online services!

If you would like to share any feedback, please take our

This is an automatically generated email. If you would like to contact our office, please send an email to feedback@sos.state.co.us or call 303-894-2200 and press 2.

If you would like to unsubscribe from this email notification service, visit our website, www.sos.state.co.us, select "Business Organizations" in the menu on the left, then click on " [i mail](#)"

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Trails End Saloon LLC

is a

Limited Liability Company

formed or registered on 01/25/2016 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20161057070 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/09/2016 that have been posted, and by documents delivered to this office electronically through 02/10/2016 @ 15:17:58 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/10/2016 @ 15:17:58 in accordance with applicable law. This certificate is assigned Confirmation Number 9497189



Secretary of State of the State of Colorado

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

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



Colorado Secretary of State
 Date and Time: 01/25/2016 10:45 AM
 ID Number: 20161057070
 Document number: 20161057070
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Trails End Saloon LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

500 Main Street

(Street number and name)

Fairplay

(City)

CO

(State)

80440

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

Mailing address

(leave blank if same as street address)

PO Box 702

(Street number and name or Post Office Box information)

Fairplay

(City)

CO

(State)

80440

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

LaCombe

(Last)

Randy

(First)

Paul

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

500 Main Street

(Street number and name)

Fairplay

(City)

CO

(State)

80440

(ZIP Code)

Mailing address

(leave blank if same as street address)

PO Box 702

(Street number and name or Post Office Box information)

Fairplay CO 80440
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) LaCombe Randy Paul
(Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address PO Box 702
(Street number and name or Post Office Box information)

Fairplay CO 80440
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in
(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

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

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

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

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

9. The true name and mailing address of the individual causing the document to be delivered for filing are

LaCombe	Randy	Paul	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
PO Box 702			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
Fairplay	CO	80440	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
	United States		
<small>(Province – if applicable)</small>	<small>(Country)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Mary Kay LaCombe will be the additional person named on this LLC application for the Trails End Saloon LLC

NOTICE OF PUBLIC HEARING ON LIQUOR LICENSE APPLICATION

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Board of Trustees of the Town of Fairplay, Colorado, in the Council Chambers of the Fairplay Town Hall, 901 Main Street, Fairplay, Colorado, on Monday, March 21, 2016, beginning at 7:00 p.m. or approximately thereafter. This hearing is on an application for a new Tavern Liquor License for the Trails End Saloon, LLC, to be located in the Fairplay Hotel, 500 Main Street, Fairplay, Colorado and as submitted by Randy and Mary LaCombe. The following information is provided:

APPLICATION REQUEST: Tavern Liquor License

LOCATION: 500 Main Street, Fairplay, Colorado

DATE OF APPLICATION: January 26, 2016

DATE OF HEARING: March 21, 2016

APPLICANT: Owners, Randy and Mary LaCombe
Trails End Saloon, LLC
PO Box 702
Fairplay, CO 80440

All interested parties are encouraged to attend. Further information can be obtained at the Clerk's Office, 901 Main Street, Fairplay, CO, or by calling (719) 836-2622.

For the Board of Trustees
Town of Fairplay, Colorado

Tina Darrah
Town Clerk

As per Section 12-47-311C.R.S., Public notice - posting and publication, this notice is posted by sign in a conspicuous place on the premises for which this application has been made on or before Friday, March 4, 2016, and published in *The Fairplay Flume* on Friday, March 4, 2016.

AFFIDAVIT

Regarding the Required Posting of Property:
HEARING ON: New Tavern Liquor License
Property Address: 500 Main Street, Fairplay, CO 80440

I, Vaughn Mead, hereby certify that I have posted the property located as stated above, with the proper notice for:

Public Hearing before the Board of Trustees on a New Tavern Liquor License

On Friday, March ²¹~~7~~, 2016

Date of Posting: 2.22.16

Date of Affidavit: 2.22.16



Town of Fairplay Staff

**MAYOR'S OPENING STATEMENT
SPECIAL USE PERMIT HEARING FOR 249 U S HWY. 285**

MAYOR LANE:

I WILL NOW OPEN THE PUBLIC HEARING ON THE APPLICATION OF STAN KOPUNEC FOR A SPECIAL USE PERMIT ON THE PROPERTY LOCATED AT 249 U S HWY. 285.

THE FAIRPLAY BOARD OF TRUSTEES, ACTING AS THE LOCAL ZONING AUTHORITY, HAS JURISDICTION TO CONDUCT THIS PUBLIC HEARING UNDER SECTION 31-23-301 OF THE COLORADO REVISED STATUTES AND UDC ARTICLE VI OF THE FAIRPLAY MUNICIPAL CODE. NOTICE OF THIS HEARING HAS BEEN GIVEN BY POSTING, MAILING AND PUBLICATION IN THE MANNER REQUIRED BY SECTION 16-4-10 OF THE FAIRPLAY MUNICIPAL CODE, UDC ARTICLE IV, AND EVIDENCE OF SUCH NOTICE IS HEREBY MADE A PART OF THE RECORD OF THIS PROCEEDING.

THE PURPOSE OF THIS HEARING IS TO CONSIDER THE APPLICATION OF STAN KOPUNEC FOR A SPECIAL USE PERMIT ON THE SUBJECT PROPERTY. THE APPLICANT SEEKS APPROVAL OF THE SUP TO ALLOW FOR THE DISPLAY AND SALE OF PARK MODEL RV'S (I.E. CAMP CABINS/TINY HOMES) ON THE COMMERCIAL ZONED PROPERTY.

THE PROCEDURE TO BE FOLLOWED IN THIS CASE WILL BE AS FOLLOWS:

1. STAFF COMMENT WILL BE PRESENTED.
2. THE APPLICANT, OR THE APPLICANT'S LEGAL COUNSEL, MAY GIVE AN OPENING STATEMENT.
3. FOLLOWING THE OPENING STATEMENT, IF ANY, THE APPLICANT AND ANY OTHER PERSONS SUPPORTING THE APPLICATION MAY PRESENT ANY EVIDENCE SUPPORTING THE PROPOSED SPECIAL USE PERMIT ON THE SUBJECT PROPERTY.
4. AT THE CONCLUSION OF THE APPLICANT'S CASE, ANY PERSONS OPPOSING THE PROPOSED SPECIAL USE PERMIT ON THE SUBJECT PROPERTY MAY PRESENT EVIDENCE.
5. THE APPLICANT MAY THEN PRESENT ANY REBUTTAL EVIDENCE.

THIS HEARING IS BEING RECORDED AND I WILL CAUTION ALL WITNESSES AND ATTENDEES THAT THEY MUST IDENTIFY THEMSELVES BEFORE SPEAKING AND THAT THEY MUST SPEAK CLEARLY SO THE RECORDING DEVICE CAN RECORD THEIR COMMENTS. COMMENTS OR INTERRUPTIONS FROM MEMBERS OF THE AUDIENCE DURING TESTIMONY WILL INTERFERE WITH THE PROCEEDING AND WILL NOT BE ALLOWED.

ARE THERE ANY OBJECTIONS TO THE JURISDICTION OF THE BOARD OF TRUSTEES OR TO THE PROCEDURE WHICH I HAVE JUST DESCRIBED?

HEARING NONE, THE APPLICANT WILL NOW PRESENT ITS CASE.

**TOWN OF FAIRPLAY
TOWN PLANNER REPORT**

2016-01

KOPUNEC SPECIAL USE PERMIT

- **APPLICANT:** Stan Kopunec
- **PROPERTY LOCATION:** Riverside Inn, 249 Hwy. 285
- **FUTURE LAND USE DESIGNATION:** Commercial
- **CURRENT ZONING:** Commercial (C)
- **REQUEST:** Special Use Permit to allow display and sales of Park Model RV's (i.e. Camp Cabins, Tiny Houses)

SUMMARY OF APPLICATION

The property at 249 Highway 285 consists of a 6.41-acre parcel containing the Riverside Inn, surrounding parking and additional undeveloped land. The property is zoned Commercial (C) and is designated on the Comprehensive Plan as Commercial.

The owner is requesting a Special Use Permit to allow the display and sales of Park Model RV's, commonly known as "Camp Cabins" and "Tiny Houses." This application is in conjunction with a development plan that will later be filed as a Planned Unit Development. The PUD, if approved, would create sites for Park Model RV's.



Example of a Park Model RV

A Park Model RV is defined by the Recreational Vehicle Industry Association as "a unique trailer-type RV that is designed to provide temporary accommodations for recreational, camping or seasonal use." Park Model RV's are excluded from being considered or used as manufactured homes under the codes and regulations of HUD. However, some Park Models or "Tiny Houses" are not built on a trailer with an axle, and are placed directly on a permanent foundation. These would be considered a manufactured home and would fall under HUD jurisdiction. All types would be subject to the Fairplay Building Code.

(NOTE: Colorado has no regulations on Tiny Houses. Included in this packet is a Tiny House Fact Sheet for the State of Nebraska.)

COMPLIANCE WITH FAIRPLAY COMPREHENSIVE PLAN

- The Commercial land use designation is situated on either side of Highway 285, supporting larger, more intensive commercial uses.
- This area emphasizes automobile circulation but still provides excellent accessibility for pedestrians and bicycles.
- Architectural character is more contemporary, but still emphasizes good design, landscaped parking, attractive signage and screened storage.
- Some residential uses are accessory to the business functions and are located on the second story or in the rear of structures. Residential uses primarily serve employees of the business.
- Buildings are set back from Highway 285 to buffer the uses and permits highway side parking.
- Large parking areas incorporate landscaped islands and where possible, parking is located on the side or rear of businesses.
- Exterior lighting and street lighting utilizes downcast shielded fixtures that minimize lighting trespass, glare and is aimed to a target and is only used where necessary in order to protect the views of Fairplay's night skies.
- Consistent thematic signage invites the traveling public to Fairplay and provides clear information about businesses, services and community landmarks

Future Land Use Summary Table (p. 68)

The Future Land Use Table on page 68 of the Comprehensive Plan suggests that automobile focused larger scale retail land uses would be appropriate in the Commercial land use designation. Vehicle sales would be an acceptable use.

COMPLIANCE WITH FAIRPLAY UNIFIED DEVELOPMENT CODE

Chapter 16 of the Fairplay UDC specifies that **Recreational Vehicle Sales and Service** is a **Special Use** in Commercial (C) zoning. (UDC p. 29)

A special use is a use that is not allowed as a matter of right or without restriction in a zone district but may be permitted subject to terms and conditions specified by the Board of Trustees. Special uses are listed in the Table of Uses on pages 26-31. Only uses specified as special uses within a particular zone district may be considered.

A special use permit may be granted by the Board of Trustees only after finding that the proposed special use will not adversely affect the neighborhood or the public safety and welfare. These findings should consider the following factors:

- Ingress and egress to the property for vehicles, pedestrians and emergency vehicles
- The need for and adequacy of off street parking
- Noise, glare and odor of the special use on surrounding properties
- Refuse and service areas
- Utilities, with reference to location, availability and compatibility
- Screening and buffering, with reference to type, dimensions and character

- Signs
- Proposed exterior lighting
- Required yards and other open spaces
- General compatibility with adjacent property and other property in the neighborhood

PROJECT ANALYSIS

The subject special use permit is complete and the public has been notified.

The proposed special use permit for RV Sales and Service would allow the applicant, Mr. Kopunec, to begin displaying and selling Park Model RVs (Tiny Homes,) prior to his application for a PUD. In his PUD application, he will be asking for approval of a development plan to allow a subdivision exclusively for park model homes. Under the special use permit, one display unit would be placed at the southwest entrance to the hotel property, with a sales sign on the corner of the property (the sign will be subject to a sign permit.) Approximately ten (10) more display units would be located on the site behind the hotel (see site plan attached.)

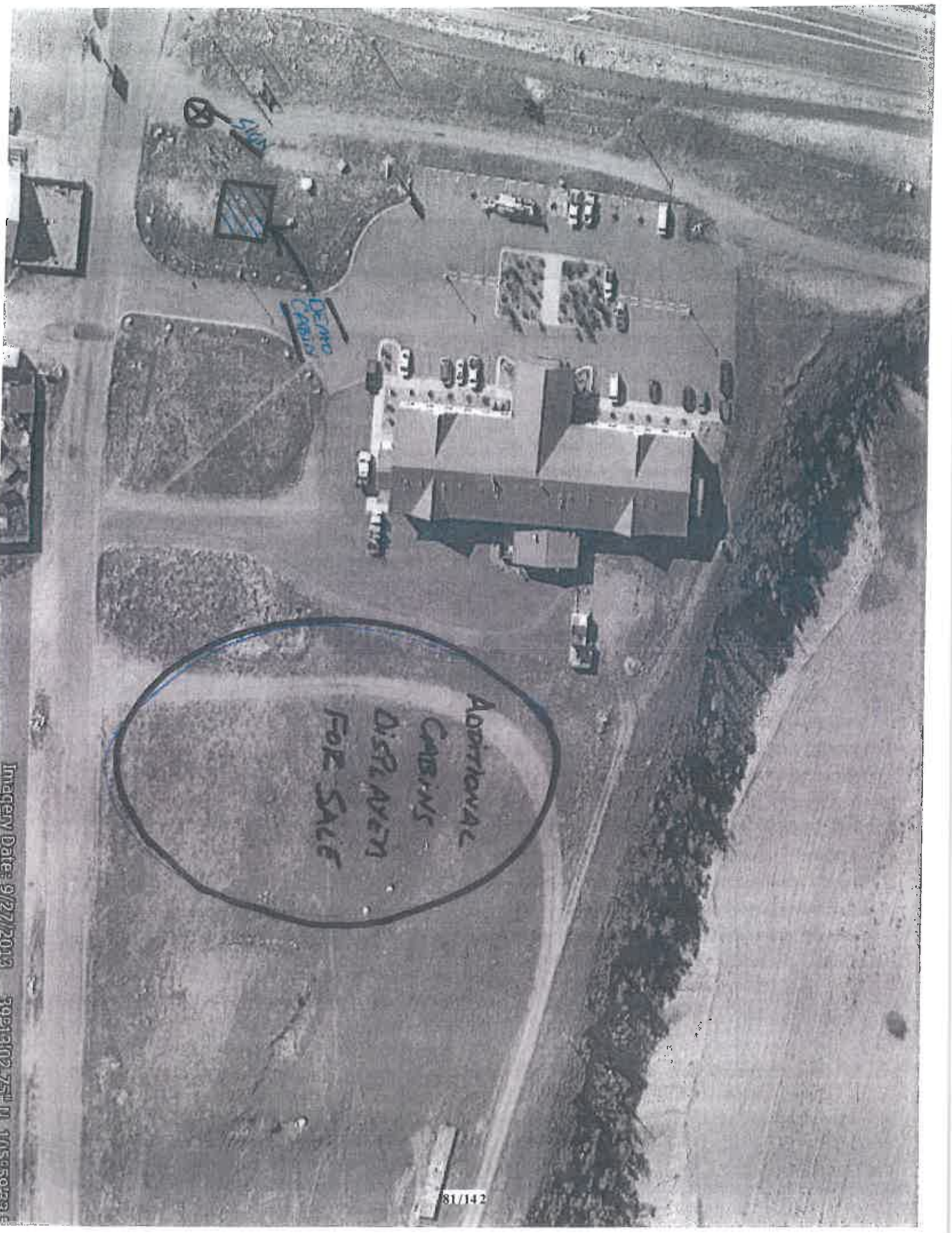
Staff finds no negative issues with this permit that would adversely affect the neighborhood or the public safety and welfare. The subject property is bounded on the north by the Middle Fork of the South Platte River and an existing RV park; on the south by the Asian Fusion restaurant; on the east by vacant commercial land; and on the west by undeveloped land in Park County. This project would cause no obvious negative effects. However, the intent is not to establish a permanent RV sales lot, but to display and sell units for use on the property if the PUD is approved.

Since this special use permit is predicated on the approval of the PUD, it would be prudent to consider the long-term effects of this special use if the PUD were not approved. Special use permits may have specific conditions attached. I would defer this question to the Town Attorney, but perhaps this permit should be approved with the condition that the PUD is approved later. If the PUD were not approved, then the special use permit would be void.

The proposal appears to be in substantial compliance with the Fairplay Comprehensive Plan.

Prepared by:
J. Ronald Newman
Fairplay Town Planner

copy: Stan Kopunec, Applicant
Tina Darrah, Town Manager
Gerrits Kasper, Building Official
Lee Phillips, Town Attorney



ADDITIONAL
CABINS -
DISPLACED
FOR SALE

DEMO
CABIN

SUN

TINY HOUSE FACT SHEET AND FAQs

NEBRASKA TINY HOUSE REGULATION

Pursuant to Nebraska law, the Nebraska Public Service Commission (Commission) enforces health

THE STRUCTURE, IF BUILT AWAY FROM THE SITE OF OCCUPANCY AND OF CLOSED-CONSTRUCTION, MUST HAVE A STATE OR FEDERAL LABEL AFFIXED TO IT TO BE LEGALLY SOLD IN NEBRASKA.

and safety regulations of building codes for closed-construction structures built away from the site of occupancy (*See Neb. Rev. Stat. § 71-1555 – 1568.01 and § 71-4601 – 4620.01*). This includes structures transported from the building site to another location and cannot be readily inspected at the site of occupancy without disassembly, damage to, or destruction thereof. Further, the Commission also regulates recreational vehicles, park trailers and travel trailers. There are three structures regulated by the Commission:

- Manufactured (mobile) homes built in accordance with the rules and regulations of

the United States Department of Housing and Urban Development's (HUD) Federal Manufactured Home Act. Such homes passing inspection are issued a HUD manufactured home label;

- Modular housing units built in accordance with applicable construction codes, i.e. the International Residential Code and the National Electrical Code adopted by Nebraska. Modular homes meeting the requirements are issued the Nebraska Modular Housing Unit label; or
- Recreational vehicles, including motor homes, park trailers, travel trailers, built in accordance with the National Fire Protection Association (NFPA) Standard on Recreational Vehicles, NFPA 1192 or the Park Model Recreational Vehicle Standard, ANSI A119.5. Such conforming vehicles are issued the Nebraska Recreational Vehicle label.

All three types of structures when sold and/or offered for sale in Nebraska are legally required to have affixed to them the appropriate State or Federal label attesting to compliance with the relevant building codes. There are no exceptions; the structure, if built away from the site of occupancy and of closed-construction, must have a State or Federal label affixed to it to be legally sold

in Nebraska.

So where do tiny houses fit in the regulatory structure outlined above?

The answer depends on the tiny house. Some tiny houses incorporate a permanent frame, axles, wheels and tires, and because of their size fall into the definition of a park trailer in Commission regulations. To comply with the requirements for park trailers, the tiny house must be:

- Built on a single chassis mounted on wheels;
- Designed to provide seasonal or temporary living quarters which may be connected to utilities necessary for operation of installed fixtures and appliances;
- Constructed to permit setup by persons without special skills using only hand tools which may include lifting, pulling, and supporting devices; and
- Have a gross trailer area not exceeding four hundred thirty (430) square feet when in the setup mode.

If the tiny house meets the four requirements above, along with the requirements of ANSI A119.5, and complies with Commission plan review and inspection requirements, the tiny house would be considered a park trailer and be issued a Nebraska Recreational Vehicle label to affix to the structure. The builder must make contact with the Commission for plan submittal, plan review and inspection requirements.

What if my tiny house doesn't meet the requirements to be a park trailer?

If the tiny house does not meet all four park trailer requirements, the house is then considered either a manufactured home or a modular housing unit. Building codes for each of these types of homes

have requirements for structural integrity, lighting, ventilation, heating, insulation, minimum room sizes, ceiling heights, sanitation, toilet, bath and shower spaces, emergency escape, means of egress, smoke alarms, to name a few. Builders must obtain a label prior to building the first home. To obtain a label a builder must:

- For Manufactured homes – Make contact with a HUD approved design review agency (DAPIA) and a HUD approved inspection agency (IPIA), and adhere to their individual plan submittal, plan review and inspection requirements. In Nebraska the Commission can serve as the DAPIA, and must serve as the IPIA for HUD.
- For Modular housing units – make contact with the Commission for plan submittal, plan review and inspection requirements.

Will my tiny home be subject to any local requirements?

Yes. Tiny houses, like all other houses and recreational vehicles, will be subject the zoning requirements of local jurisdictions which vary widely by jurisdiction. Some aspects typically regulated by local zoning laws include: land use, location, height, width, type of foundation, number of stories, and size of buildings. It therefore becomes an important first step for the builder and prospective tiny home owner to obtain permission from the local jurisdiction to site the tiny home in their jurisdiction.

Who do I contact if I have further questions or want more information regarding the requirement to build and/or sell tiny houses in Nebraska?

Mark Lutich, Director
Housing and Recreational Vehicle Department
Nebraska Public Service Commission
P.O Box 94927, Lincoln, NE 68509
402-471-0518 mark.lutich@nebraska.gov

**TOWN OF FAIRPLAY, COLORADO
RESOLUTION #2
(Series 2016)**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF
FAIRPLAY, COLORADO, GRANTING APPROVAL OF THE APPLICATION
FOR A SPECIAL USE PERMIT FOR STAN KOPUNEC**

WHEREAS, on February 11, 2016, Stan Kopunec (hereinafter referred to as Applicant) submitted an Application to the Town of Fairplay, Colorado, for a Special Use Permit to allow for the display and sale of Park Model RV's (I.E. Camp Cabins, Tiny Houses) on Fairplay River Business Park, Parcel A, located at 249 U S Highway 285, Fairplay, Colorado, and

WHEREAS, the Board of Trustees at its March 21, 2016, regularly scheduled meeting did review said application and did discuss and approve of the granting of a Special Use Permit to allow for the display and sale of Park Models at 249 U S Highway 285, and

WHEREAS, the Board of Trustees for the Town of Fairplay, Colorado, finds that notice of the public hearing on Applicant's application was properly and timely published and mailed as per Fairplay Municipal Code UDC Article IV, Section 16-4-10, and

WHEREAS, The Board of Trustees has evaluated the application in accordance with the standards set forth in the Fairplay Municipal Code UDC Article VI and reviewed, and considered recommendations, comments, and arguments of Town staff and the public, and

WHEREAS, the Board of Trustees finds and determines that the proposed special use will not adversely impact the neighborhood or the public safety and welfare.

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

1. The applicant's request for a Special Use Permit is hereby granted for the display and sale of Park Model RV's (I.E. Camp Cabins, Tiny Houses) on Fairplay River Business Park, Parcel A, located at 249 U S Highway 285, Fairplay, Colorado.

2. The Board hereby determines that this Special Use Permit SHALL run with the land.

3. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this Resolution is promulgated under the general police power of the Town of Fairplay, that it is promulgated for the health, safety, and welfare of the public and that this Resolution is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Board of Trustees further

determines that the Resolution bears a rational relation to the proper legislative object sought to be attained.

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

5. Effective Date. This Resolution shall become effective immediately.

RESOLVED, APPROVED AND ADOPTED this 21st day of March, 2016.

Gabby Lane, Mayor

(SEAL)

ATTEST:

Tina Darrah, Town Clerk



DEVELOPMENT APPLICATION

TOWN OF FAIRPLAY
PO Box 267
FAIRPLAY, CO 80440
719-836-2622

APPLICATION TYPE

- Planned Unit Development - *Special Use*
- Major Subdivision
- Minor Subdivision
- Zoning Map Amendment (Rezoning)
- Plat Amendment/Lot Line Adjustment
- Variance

STAFF USE ONLY

- Staff Review Required
- Pre-Application Conference Required
- Planning Commission Action Required
- Board of Trustees Action Required

APPLICANT INFORMATION

Applicant: Stan Kopunec Date: 2-11-2016
 Applicant's Address: PO Box 128, Fairplay, Co. 80440
 Applicant's Phone: 719-836-2700 Fax: _____
 Email Address: Stansranch@yahoo.com

OWNER INFORMATION

Applicant's Relationship to Owner: _____
 Owner: Stan Kopunec
 Owner's Address: _____
 Owner's Phone: _____ Fax: _____
 Email Address: _____

PROPERTY INFORMATION

Address: 249 Highway 285, Fairplay, Co. 80440
 Parcel #: Parcel A 6.41 Acres
 Subdivision: _____
 Lot: _____ Block _____
 Existing Zoning: Commercial
 Number of Acres: 6.41 Acres

PROJECT PROPOSAL

General Description of Project:

Model Home Camp cabin demo showcase
next to Riverside Inn Hotel, Fairplay, CO.

Showing demo homes to potential owners
of Riverside Inn Park.

SIGNATURES

I declare under the penalty of perjury that the above information is true and correct to the best of my knowledge.



Owner

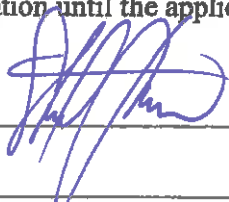
2-11-16

Date

The owner and/or applicant must be present at all meetings and hearings. All public hearings must be properly noticed according to the Fairplay Municipal Code. All submittal requirements must be met and signatures of all owners of the property must appear before the application will be accepted by the Town of Fairplay. Partnerships or corporations may have the authorized general partner or corporate officer sign the application. (Attach additional pages if necessary.)

NOTE: No application will be accepted or processed unless it is complete and all fees are paid. In the event the town must retain outside professional services to process or evaluate an application, the applicant shall bear the costs of same, inclusive of engineering and legal fees, in addition to the base application fee. A deposit to cover the reasonable anticipated costs for outside professional services may be required at the time of application. All applications shall be evaluated under the standards and requirements set forth in Section 15 of the Zoning Code and must be accompanied by seven (7) copies of a proposed site plan/plat prepared by a professional engineer or surveyor.

I hereby certify that I am the applicant named above and that the information contained herein and on any attachments hereto is in all respects true and accurate to the best of my knowledge and belief. I also understand that a building permit may not be issued for the property subject to this application until the application receives final approval by the Board of Trustees.



Applicant

FOR TOWN USE ONLY

Application Checklists

- Complete Application.
- Proof of Ownership (deed) for project property
- Written authorization from property owner(s) for agent (if applicable)
- Existing PUD plat/recording information
- Proposed site development plan/plat (7 copies). If there are structures on property, they must be on plat with all dimensions
- List of persons entitled to notice (by name and mailing address)
- Mailing envelopes (stamped and addressed) for persons entitled to notice
- Proposed development improvements agreement (if applicable). (3 copies)
- Fees and/or deposit
- Other _____

U. S. HWY. NO. 285

ALL CABINS & SIGN WILL BE A MINIMUM OF 60' INSIDE WEST PROPERTY LINE AND 25' INSIDE OF SOUTH LINE.



180.00

N 3°26'44" E 659.87

N 3°26'44" E 293.78

N 3°26'44" E 158.61



CENTERLINE OF 20' WIDE EASEMENT RECORDED IN BOOK 357 AT PAGE 98

OVERHEAD T.V. CABLE

EXISTING DRIVEWAY

PARCEL A
(PER RECEPTION NO. 481369)
6.41 ACRES

HOTEL

10' UTILITY EASEMENT TYPICAL

10' UTILITY EASEMENT TYPICAL

STEEP SLOPE

S 0°40'21" W 143.78

S 3°26'44" W 293.78

S 3°26'44" W 293.78

S 88°36'28" E 119.62

15' UTILITY EASEMENT TYPICAL

15' UTILITY EASEMENT TYPICAL



N 1°23'32" E 659.95

S 1°23'31" W 349.28

S 89°19'39" E 125.25

**NOTICE OF PUBLIC HEARING
BEFORE THE FAIRPLAY BOARD OF
TRUSTEES CONCERNING A SPECIAL USE
PERMIT APPLICATION**

A Public Hearing will be held before the Fairplay Board of Trustees at the Fairplay Town Hall, 901 Main Street, Fairplay, Colorado, on March 21, 2016 at 7:00 p.m. concerning an application for a Special Use Permit (SUP) on the property located at 249 Highway 285 in the Town of Fairplay. Applicant seeks to obtain a SUP for a portion of the Commercial (C) zoned property to allow for the advertising, display and sale of model camp cabins or "tiny homes" on the property. The applicant for the SUP is Stan Kopunec. For further information contact the Fairplay Town Hall at 719-836-2622.

As published in the Park County Republican and Fairplay Flume on Mar. 11, 2016
(NOTICE OF PUBLIC HEARING)

37 Lines

AFFIDAVIT

Regarding the Required Posting of Property:
249 U S Hwy 285
Fairplay, CO 80440

I, Vaughn Mead, hereby certify that I have posted the property located at 249 U S Hwy 285, with the proper notice for:

Public Hearing before the Board of Trustees on a Special Use Permit Request.

Date of Posting: 3-8-16

Date of Affidavit: 3-8-16



Town of Fairplay Staff



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

March 8, 2016

Notice of Public Hearing
Regarding the land use application for a Special Use Permit for the property
located at 249 U S Highway 285 in the Town of Fairplay:

This is to advise you that on Monday, March 21, 2016 at 7:00 p.m. the Board of Trustees for the Town of Fairplay will conduct a public hearing at the Fairplay Town Hall, 901 Main Street, Fairplay, Colorado, concerning:

A request to approve the proposed special use permit for the property located at 249 U S Highway 285 in the Town of Fairplay. Specifically, the applicant seeks to obtain a special use permit for the Commercial (C) zoned property to allow for the advertising, display and sale of model camp cabins or "tiny homes" on the property.

The applicant is Stan Kopunec.

As an adjoining property owner, you may approve or object to the requested land use application. You may appear at the Fairplay Board of Trustees meeting as noted above, or you may address your concerns to the Town of Fairplay, PO Box 267, Fairplay, CO 80440. Please call (719) 836-2622 with any questions.

Certificate of Mailing Attached.

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing Notice of Public Hearing Regarding the land use application for a Special Use Permit, located at 249 U S Highway 285 in the Town of Fairplay was placed in the United States mail, postage prepaid, first class, this 8th day of March, 2016, addressed to:

Sch #45538, 45539
Stan Kopunec
Paul Kampbell
P O Box 128
Fairplay, CO 80440-0128

Sch#5298
San Ca Long
Cun Hy Chuyen
3763 Co Rd 43
Bailey, CO 80421

Sch#45540
Samuel L Mick
P O Box 2049
Buena Vista, CO 81211-2049

Sch #45903
Stan and Jarina Kopunec
P O Box 128
Fairplay, CO 80440-0128

Sch#5193
Peaks Investments FP LLC
C/O Bob Brands
P O Box 3083
McKinney, TX 75070-8183



Claudia Werner – Deputy Town Clerk

82-1571021

4076

SAFARI HORSE RANCH, LTD

PH. 719-836-2700
P.O. BOX 128
FAIRPLAY, CO 80440

2-11-2016

FAIRPLAY

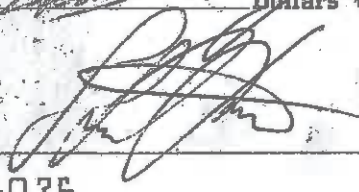
Pay to the order of

Town of FAIRPLAY \$ 1275

One THOUSAND TWO HUNDRED SEVENTY FIVE Dollars

COLORADO EAST BANK & TRUST

FAIRPLAY, CO
(719) 836-2797



For SUP, SIGN, SUBDIVISION APPLICATIONS

⑆ 102101577⑆ 1640395301⑆ 4076



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Julie Bullock, Special Events/Business Development Coordinator
RE: Request for Donation from the American Legion
DATE: March, 16, 2016

The American Legion has submitted a letter asking for a donation of \$100.00 from the Town for the annual Easter Egg Hunt hosted by the Legion. The Board has historically donated this amount to the event, along with Public Works time and equipment to help prepare South Park City Museum for the event. You have \$500 in your donation line item for 2016.

Should the Board decide to donate, this will require a motion and roll call vote.



SOUTH PARK AMERICAN LEGION, CARL DUNCAN MEMORIAL POST #172

PO BOX 505 / 601 CLARK STREET FAIRPLAY CO 80440

March 16, 2016

Mayor Lane, Board of Trustees

Town of Fairplay

PO Box 267

Fairplay, CO 80440

Greetings,

First, please allow me to apologize for the tardiness of this request, it would seem that Easter snuck up on us this year and we neglected to get this to you in a timely fashion. At this time we respectfully request the Board of Trustees consider donating \$100 to help us defray some of the costs we will incur. In addition to the donation we would like to request that the Public Works department clear the snow in front of the gate on Front Street and possibly make one pass with a plow down the center of South Park City if needed. Last year, Gary secured the key for the gate to get us into the venue and we would like to see if someone from the Town could again secure that key for us as we are not sure who the contact is.

We will begin stuffing at least 700 eggs with candy on Saturday, March 19th and we have booked the Easter Bunny once again this year. We are looking forward to having nice weather and a great turnout this year. We would like to thank you all for your continued financial and material support of this well liked and well attended Fairplay tradition. If anyone has any questions please do not hesitate to contact me at 719-839-1236. Thank you very much and Happy Easter to the Fairplay community.

Best Regards,

Jeff Goble

Sergeant At Arms / Finance officer

American Legion Post #172



MEMORANDUM

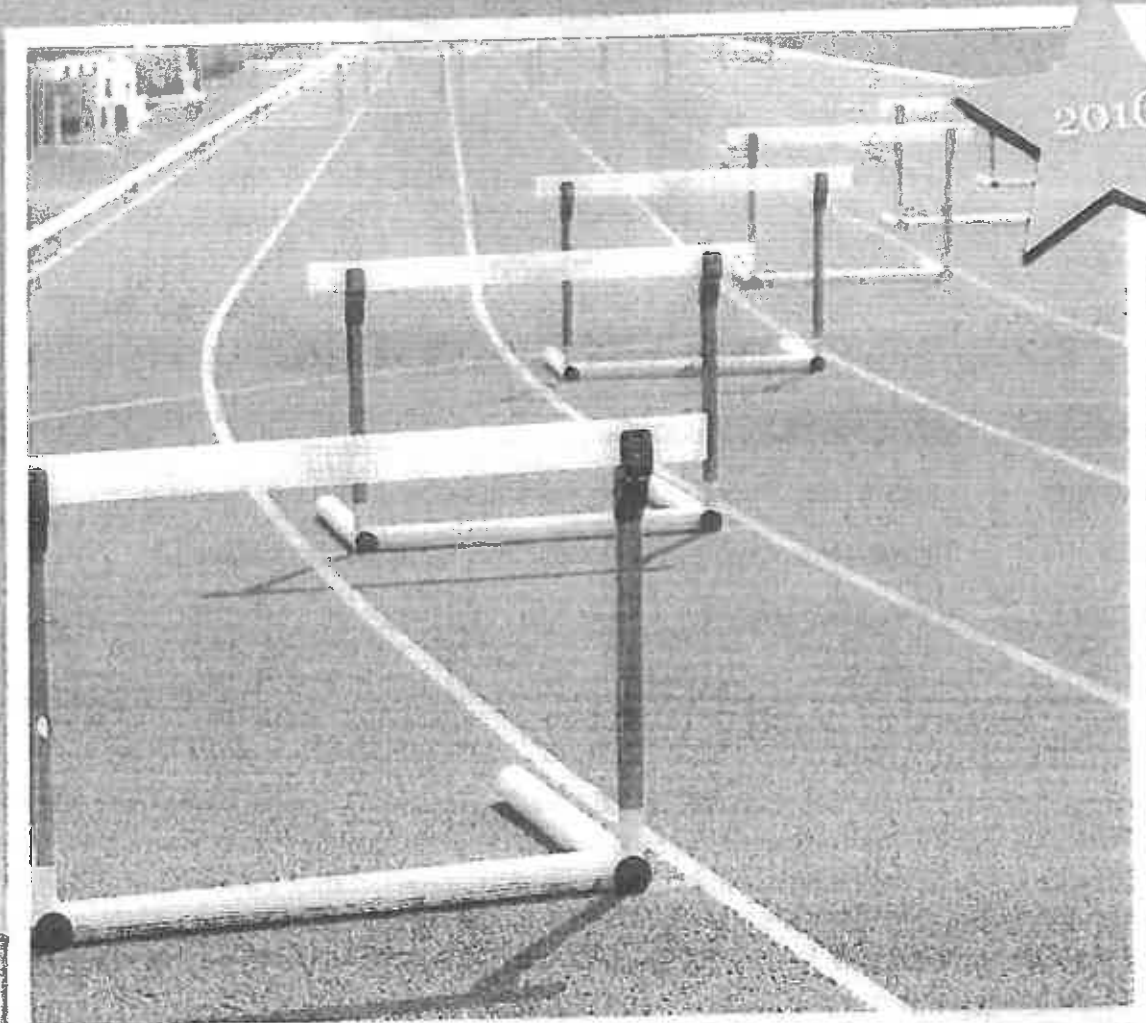
TO: Mayor and Board of Trustees
FROM: Julie Bullock, Special Events/Business Development Coordinator
RE: Request for donation from South Park Activities Association
DATE: March, 16, 2016

The South Park Activities Association (SPAA) has requested a donation of \$175.00 from the Town for the Hurdle Hero program. SPAA is actively seeking donations to cover the cost of 50 hurdles at \$175.00 each to use at the newly resurfaced track. South Park Middle/High School would like to begin holding track meets in Fairplay this spring but need the appropriate CHSAA (Colorado High School Activities Association) certified equipment to do so. You have \$500 in your donation line item for 2016.

Should the Board decide to purchase a hurdle, this will require a motion and roll call vote.

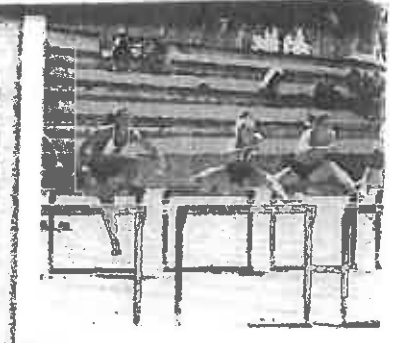
HURDLE HEROES

Help us put hurdles on our track!



**PLEASE INVEST IN A
HURDLE!**

*WITH JUST A DONATION OF \$175, YOU CAN BE A
HURDLE HERO!*



**WHEN YOU BECOME A HURDLE HERO YOUR NAME OR BUSINESS WILL
PLACE ON A PERMANENT BOARD AT THE TRACK AND FIELD COMPLE
Please sign up or call us TODAY!**

South Park Activities Association: 970-485-1151



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Clerk
RE: Ordinance No. 2 – Administrative Approvals of Certain Types of Liquor Licenses
DATE: March 17, 2016

This ordinance allows the administrative approval of the following types of liquor licenses: special events permits; renewals; transfers of ownership; change of corporate status or manager registration. As stated in the ordinance, this will be approved administratively only if there is no derogatory information regarding the licensee, its partners, officers, directors, managers, or shareholders, and/or no violations of the Beer and Liquor Code. In the event this condition is not met – the license will come before the Board for consideration and ALL applications for new liquor licenses will continue to come before the Board of Trustees.

This ordinance also allows the Town to issue special events liquor license permits without State of Colorado permission. This will streamline the process for applicants and for staff. Please note that there will still be a noticed public hearing for special event liquor licenses – it will be conducted at Town Hall by the Town Clerk.

Town Attorney Phillips drafted this ordinance and will be present to answer any questions that you might have.

Recommended Action:

Motion to approve Ordinance No. 2, series of 2016. This will require a second and a voice vote.

**TOWN OF FAIRPLAY, COLORADO
ORDINANCE NO. 2
SERIES OF 2016**

**AN ORDINANCE AMENDING THE FAIRPLAY MUNICIPAL
CODE BY THE ADDITION OF A NEW SECTION 6-2-110
RELATING TO ADMINISTRATIVE APPROVALS OF
CERTAIN LIQUOR LICENSE APPLICATIONS**

**BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN
OF FAIRPLAY, COLORADO, THAT:**

Section 1. The Municipal Code of the Town of Fairplay is hereby amended by the addition of a new Section 6-2-110 to read as follows:

Sec. 6-2-110. Administrative approval of applications / special event permits.

(a) If there have been no violations of the Colorado Liquor Code or Beer Code, as applicable, during the preceding year, and if there is no derogatory information regarding the licensee, its partners, officers, directors, managers or shareholders, the Town Clerk may grant the issuance of a special events permit, the renewal of a liquor license, transfer of ownership, change of corporate status or manager registration on behalf of the Town. If, however, the Town Clerk's investigation discloses any proven or alleged violations of the Liquor and Beer Codes or derogatory information as described above, the Town Clerk shall schedule action on the application before the Town Board of Trustees acting as the Local Liquor Licensing Authority.

(b) Pursuant to C.R.S. § 12-48-107(5)(a), a local licensing authority need not notify the state licensing authority to obtain the state licensing authority's approval or disapproval of applications for special event permits. The Town avails itself of this statute and hereby delegates to the Town Clerk the authority to issues special events permits.

(c) The provision of this Section notwithstanding, the Town Clerk shall report to the Colorado Liquor Enforcement Division, within ten (10) days after the Town Clerk issues a special event permit, the name of the organization to which the permit was issued, the address of the permitted location, and the permitted dates of alcohol beverage service.

(d) Upon receipt of an application for a special event permit the Town Clerk shall, as required by C.R.S. § 12-48-107(5)(c), access information made available on the state licensing authority's website to determine the statewide permitting activity of the organization applying for the permit. The Town Clerk shall consider compliance with the provisions of C.R.S. § 12-48-105(3), which restricts the number of permits issued to an organization within a calendar year to fifteen (15), before approving any application.

(e) A special event permit may be issued only upon a satisfactory showing by an organization or a qualified political candidate that:

(1) Other existing facilities are not available or are inadequate for the needs of the organization or political candidate; and

(2) Existing licensed facilities are inadequate for the purposes of serving members or guests of the organization or political candidate and that additional facilities are necessary by reason of the nature of the special event being scheduled; or

(3) The organization or political candidate is temporarily occupying premises other than the regular premises of such organization or candidate during special events such as civic celebrations or county fairs and that members of the general public will be served during such special events.

(f) Each application for a special event permit shall be accompanied by an application fee in an amount equal to the maximum local licensing fee established by C.R.S. § 12-48-107(2).

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

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

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

INTRODUCED, READ, ADOPTED, AND ORDERED PUBLISHED
this ___ day of _____, 2016.

Approved: _____
Gabby Lane, Mayor

Attest: _____
Tina Darrah, Town Clerk

Approved as to form: _____
Herbert C. Phillips, Town Attorney



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator/Clerk
RE: Resolution No. 4, Adopting Cemetery Rules and Regulations
DATE: March 4, 2016

Discussion and Consideration of Adoption of Resolution No. 4, 2016, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ADOPTING RULES AND REGULATIONS FOR THE FAIRPLAY CEMETERY.”?

This resolution authorizes adoption of the enclosed rules and regulations for the Fairplay Cemetery. This item has been on the back burner for some time as we have so few burials in Fairplay. We have been operating without a defined set of regulations – all cemetery decisions and issues had previously been dealt with by the Cemetery Board and since its abolishment in 2009, the Public Works Director has largely been responsible for the Cemetery. These regulations are written to help staff in its operation of the Cemetery and to more clearly define the Staff/Board roles in regards to the Cemetery.

Because this is the first time you will be reviewing and discussing this document, please feel free to continue the decision for adoption to a later meeting should you have any concerns we need to address.

Recommended Action:

Should you decide to approve the document: Motion to approve adoption of Resolution No.4, series of 2016. This will require a second and a voice vote.

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 4
Series of 2016

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO ADOPTING RULES AND REGULATIONS FOR THE FAIRPLAY CEMETERY.

WHEREAS, the Board of Trustees recognizes that having Rules and Regulations for the operation of the Fairplay Cemetery is an integral part of the effectiveness of Town Government; and

WHEREAS, the Board of Trustees has the authority to adopt and enforce such Rules and Regulations.

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

Section 1. The document entitled "Rules and Regulations for the Fairplay Cemetery", is hereby adopted and shall become effective immediately upon adoption.

RESOLVED, APPROVED, and ADOPTED this ____ day of _____, 2016.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Mayor

ATTEST:

Town Clerk

Rules and Regulations for Fairplay Cemetery

Section 1 Designation and Definitions

- A. Designation: The property and all additions that may hereafter be made thereto, now known as the Fairplay Cemetery (hereafter referred to as "the Cemetery"), is designated the Town Cemetery of Fairplay and is set apart and shall be maintained forever for the burial of the dead. Residency requirement must be met to be buried in the Fairplay Cemetery.
- B. Definitions:
1. "Town" – The Town of Fairplay, a municipal Corporation in the State of Colorado, being the owner and administrator of the Cemetery.
 2. "Cemetery Supervisor": The Cemetery Supervisor will be appointed by the Town Administrator. The Cemetery Supervisor shall provide for supervision of the care, repair, preservation and restoration of the Cemetery. The Cemetery Supervisor shall have authority to conduct the affairs of the Cemetery, including the ability to make decisions regarding all functions of the Cemetery not specifically assigned to the Town Board of Trustees. The Cemetery Supervisor may designate others to perform the tasks herein assigned to the position.
 3. "Double Burials": The stacking, or placement of one interment atop or above another.
 4. "Fraternal Plots": A group of plots set aside and so designated by the Town Board for the burial of members of a specific fraternal organization.
 5. "Immediate Family": The parents, the spouse and children only.
 6. "Occupied Burial Space":
 - a. An unmarked or temporary burial space which contains or shows evidence of containing any interred remains; and
 - b. A burial space that has a permanent marker.
 7. "Plot Size": A standard 4' x 10' long space.
 8. "Resident":
 - a. An individual who resided in the Town for five consecutive years prior to and at the time of death; or
 - b. An individual who resided in the Town for five consecutive years prior to residing outside the Town for the specific purpose of receiving care for health problems leading to death; or
 - c. A member of the immediate family of an individual already buried in Fairplay Cemetery; or
 - d. A person designated as a resident by Proclamation of the presiding mayor.
 9. "Residing": The act of living within the Town Limits of the Town of Fairplay a minimum of 9 months of a 12 month period as evidenced by a minimum of two of the following: 1) Payment of Town water and sewer billings, 2) Records of the Colorado Motor Vehicle Department (driver's license), 3) Records of the Park County Clerk and Recorder (license plates), or voter registration.

10. "Unoccupied Burial Space": A burial space, which does not contain, or is not known to contain any interred remains.

Section 2 Powers and Duties of the Cemetery Supervisor

The Cemetery Supervisor shall designate and supervise an appropriate person or persons to maintain the grounds of the Cemetery in good condition, attend to the trimming of vegetation, see to the enforcement of rules of the Town Board as they apply to the care and upkeep of the Cemetery, make such improvements as the Town Board may direct, manage the preparation of graves for all who are in possession of the proper certificate of death and burial permit, and shall have such graves in readiness for the appointed time of burial. The Cemetery Supervisor of the Town shall enforce the rules and regulations governing the use and operation of Fairplay Cemetery.

Section 3 Application for Cemetery Plot

All applications for burial plots in the Cemetery shall be made at the office of the Town Clerk. The applicant shall submit a complete cemetery agreement with all required attachments and necessary documentation establishing residency. The Town Clerk shall keep an accurate, easily retrievable, and secure record of all plots and any other transactions of the cemetery showing the names of the interred.

Section 4 Burial Procedures

No interment or disinterment shall occur within the Cemetery without a permit lawfully issued by the appropriate agency in the location of death, the laws of the State of Colorado, and all provisions of the Town of Fairplay ordinances and these Rules and Regulations governing the operation and use of the Cemetery.

- A. No burial shall take place until the Town Clerk has received a completed cemetery agreement, all required attachments, and payment in full.
- B. The Town Clerk must receive notification at least seventy-two (72) hours before all burials. The minimum period for such notification shall not include Saturday, Sunday or Town holidays and the notice period shall begin at noon on any workday.
- C. Payment to the Town Clerk of fees for interments and disinterments must be made in accordance with Section 5.
- D. There shall be no opening and closing of graves on a Saturday, Sunday or a Town holiday, except upon the declaration of emergency circumstance by the County Coroner or Town Clerk, in which case the cost of an opening and closing of a grave shall be an additional \$225 for interment.
- E. A monument deposit of \$300 shall be collected before any burial. This deposit shall be returned as soon as an appropriate monument of lasting quality, as determined by the Cemetery Supervisor is placed on the burial plot. If such a monument is not properly placed within six months of the burial, the deposit shall be retained by the Town of Fairplay and used to purchase an appropriate monument.
- F. After notifying the Town Clerk and payment of required fees, the representative of the deceased shall contact the Cemetery Supervisor prior to setting a burial time and present a tentative schedule. The Cemetery Supervisor shall insure that resources are available to accommodate the schedule. Once an acceptable time for burial has been agreed to between the Town and the representative of the deceased the Cemetery Supervisor will notify the representative, and the Town Clerk of the exact time and day to commence activities and to cease activities. The Cemetery Supervisor will also coordinate a plan for parking and pedestrian access with the representative.
- G. A minimum of two hours shall be allowed between two separate burials on the same day. At the time a burial is scheduled for completion, all pedestrians and automobiles associated with the burial must leave the Cemetery grounds if another burial is scheduled.
- H. The Town will provide services to excavate the burial site to accommodate the requested type of burial in a timely manner. The Town will provide services to backfill the excavated area after the burial in a timely manner between May 1st and November 1st. Between November 1st and May 1st the Town may hire a qualified excavator at the cost of

the family of deceased. This may be a significantly higher cost. The Town will provide no other services related to the placement of the remains, including placing of the monument or landscaping.

- I. Notice upon application for burial shall be given to the Town Clerk of the intention to bury the remains of any person who dies of a contagious disease, so the proper time can be appointed and suitable arrangements made for the safety of the public health and the Cemetery employees.

Section 5 Fees for Interments and Disinterment

- A. The following fees shall be collected for opening and closing graves in the Cemetery:
 1. \$300 for opening and closing graves for casket space burials.
 2. \$150 for opening and closing graves for cremains.
- B. A \$300 monument deposit at time of any burial.
- C. The fee of \$100 shall be collected for disinterment of caskets from the Cemetery and \$50 for disinterment of cremains. These fees are for administrative tasks, the Town will not participate in the process of disinterment except to insure that proper approvals and documentation are in place.

Section 6 Caskets and Monuments

- A. The top of all crypts and vaults must be a minimum of 3 feet below ground level.
- B. No mausoleums shall be permitted.
- C. All crypts, caskets, urns, or vaults, must be approved by the Cemetery Supervisor, or a designee, for adequacy of construction prior to placement.
- D. All tombstones and grave markers ("monuments") placed on plots in the Cemetery must meet the following requirements:
 1. Cemetery Supervisor must be notified for approval of Monument, placement, and time of placement.
 2. A monument of appropriate and lasting quality shall be placed on the plot within six months of the interment, unless an extension is granted by the Cemetery Supervisor.
 3. Monuments shall be made of stone, synthetic stone, or concrete. Brass plaques may be used. Exemptions from these materials may be granted by the Cemetery Supervisor.
 4. Monuments shall contain the name of the deceased, the date of birth, and the date of death. Additional verbiage shall not contain any language that is ethnically, religiously, or politically divisive in nature. The Town reserves the right to have any language removed or altered at its sole discretion.
 5. Monuments shall be permanently placed in ground. Monuments are limited to a maximum height of three feet, unless plans are submitted to the Cemetery Supervisor for approval. The Supervisor will determine whether the monument is engineered to take into account the slope of the ground, the weight of the monument, its stability on the ground at the location at which it shall be placed, and its ability to withstand adverse weather conditions and most types of vandalism.

Section 7 Miscellaneous Burial Regulations

- A. There shall be the allowance of multiple burials for cremains in one plot. These burials shall not be "double burials" and shall be limited to 4 per plot.
- B. No double burial of caskets is permitted.
- C. The Town Clerk shall not permit any burials except in strict compliance with these Rules.
- D. The Cemetery Supervisor shall ensure that all caskets are permanently marked with a metal spike in each corner of burial site. Cremains are to be marked with one spike directly in the center of burial hole above cremains. Metal spike is to be ½ inch by 10 inches long, and should be pounded in at least 1 inch below ground surface.

Section 8 Disinterment and Opening of Graves

No disinterment shall be allowed without permission of the State of Colorado in accordance with its statutes and regulations and without the permission of the Town Board and the owner of the plot or owner's descendants. If the consent of the owner cannot be obtained, an order of the Court in accordance with Colorado law shall be sufficient. No disinterment shall be made except by qualified contractors. Disinterment shall be allowed only upon payment in full of the fees outlined in Section 5C above. The time of disinterment will be designated by the Cemetery Supervisor. No liability shall accrue to the Town for damages incurred during the disinterment including, but not limited to, damage to liners, caskets or monuments.

Section 9 Maintenance and Care of Plots and Graves

The Cemetery Supervisor shall manage the operation of the Cemetery.

- A. In order to procure a natural and pleasant effect, to protect and preserve the historic character, and to ensure proper drainage of the grounds, the marking, decoration and grade of all plots and graves in the Cemetery shall be determined by the Cemetery Supervisor.
- B. Grading and digging on plots by other than employees of the Town or others authorized by the Town is prohibited.
- C. Plots shall not be higher than the level of the adjoining ground, except where deemed appropriate by the Cemetery Supervisor.
- D. All fences, railings, cement curbs or other enclosures around plots and graves, including trellises and headboards of every type and description, shall be submitted for approval to the Cemetery Supervisor. Any fences, railings, curbs or other enclosures around plots and graves shall be maintained by the heirs of the deceased. If no responsible party can be contacted and be responsive, the Town may remove the constructions. Such constructions deemed historically valuable may be maintained by the Town at its sole discretion.
- E. All foundations and monuments placed in the Cemetery shall be set by a licensed memorial company, grave headstone company, Town employee or contractor approved by the Cemetery Supervisor.
- F. The planting of living flowers, trees, shrubbery or other plant life on a gravesite as permanent landscaping shall be submitted for approval by the Cemetery Supervisor.
- G. The Cemetery Supervisor may prohibit or remove from plots any chairs, settees, vases, glass cases, artificial flowers, unauthorized grave covers, toys or any articles that are considered by the Cemetery Supervisor not in keeping with the purpose of this section. Empty vases and arches without vines are not allowed to remain on plots. Paper boxes and other unsightly articles shall not be thrown about the grounds.

Section 10 Obtaining of Plot Location

The location and identity of plots in the Cemetery may be obtained from the Cemetery Supervisor by appointment during regular Town business hours.

Section 11 Operation of Vehicles

Riding or driving faster than 5 MPH is prohibited in the Cemetery and only allowed in designated areas. No driving or riding shall be allowed on plots, lawns or walks. This section also applies to bicycles but not wheelchairs required for handicapped access. No other means of transportation is allowed. All persons driving or riding in the Cemetery shall be held responsible for any damage done by them, their vehicles, or by any animals in their charge. Vehicles shall not be turned around in any avenues, but shall be driven forward following roadways. Parking shall be in designated areas only. Exceptions will be considered by the Cemetery Supervisor, or a designee, for burials or other functions and the specifics thereof specified for individual requests.

Section 12 Fraternal Society Plots

No fraternal society shall establish a new group of plots except by applying for special permission from the Town Board. Fraternal society plots (including fences, gates, monuments and vegetation) shall be

maintained and cared for by the society. If a society demonstrates neglect of its plot, an annual fee of \$500 shall be levied for the care of said plot. A fraternal society may request relief from the maintenance requirement from the Town Board.

Section 13 Animal Control

Persons bringing animals to the Cemetery shall maintain control over them at all times. Owners are prohibited from permitting their animals from defiling any gravesite.

Section 14 Visiting Hours

Cemetery visiting hours shall be from one (1) hour before sunrise to one (1) hour after sunset. No one shall be allowed in the Cemetery except during visiting hours.

Section 15 Disclaimer on Location of Plots

Since the Town has not controlled burials in the Cemetery from its inception, and, since no consistent and complete records exist as to persons buried and at what location, all plots are contingent upon the excavation of the burial site. In those cases where a previous burial is unearthed, location of another plot shall be required. In this case burial times may need to be extended.

TOWN OF FAIRPLAY
901 Main Street
P. O. Box 267
Fairplay, CO 80440
719-836-2622

CEMETERY AGREEMENT

Name of Deceased _____

Date of Birth _____ Date Deceased _____

Date of Burial _____ Casket _____ Cremains _____

Placement in Cemetery _____

Funeral Home _____

Funeral Home Address/Phone _____

Relative to Contact: _____

Address: _____

Telephone: _____

Relative to Contact: _____

Address: _____

Telephone: _____

The following documents must accompany the Cemetery Agreement before it will be deemed complete:

- _____ Proof of Residency
- _____ Completed Cemetery Agreement
- _____ Authority for Final Disposition
- _____ Death Certificate
- _____ Payment of Grave Opening and Closing Fees
- _____ Payment of Monument Deposit (separate check)

I have read and do hereby agree to the Rules and Regulations for the Fairplay Cemetery.

Applicant Signature

FEEES FOR INTERMENTS

Opening and Closing Grave for Casket - \$300.00
Opening and Closing Grave for Cremains - \$150.00
Additional Charge for Opening and Closing of Grave on Weekend or Holiday - \$225.00
Additional Fee may be charged if a contractor must be hired due to extenuating circumstances, such as frozen ground. The cost of these types of services may be significant.

Paid by: _____
Amount: _____ Date deposited _____
Address: _____
Receipt acknowledged by: _____

FEEES FOR DISINTERMENTS

Disinterment of Casket - \$100
Disinterment of Cremains - \$50
These fees are for administrative tasks. The Town will not participate in the process of disinterment except to insure that proper approvals and documentation are in place.

Paid by: _____
Amount: _____ Date deposited _____
Address: _____
Receipt acknowledged by: _____

MONUMENT DEPOSIT

Monument Deposit - \$300.00

Paid by: _____
Amount: _____ Date deposited _____
Address: _____
Receipt acknowledged by: _____

REFUNDED DEPOSIT

(Refund deposit upon placement of permanent monument.)

Refunded to: _____
Address: _____
Telephone: _____
Amount Refunded: _____ Date Refunded: _____
To be refunded to: _____
Address: _____



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator/Clerk
RE: Resolution No. 5, Cancelling the Regular Municipal Election
DATE: March 16, 2016

Discussion and Consideration of Adoption of Resolution No. 5, 2016, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO DETERMINING THAT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON APRIL 5, 2016 SHALL BE CANCELLED PURSUANT TO FAIRPLAY MUNICIPAL CODE, ARTICLE 2, SECTION 2-1-30."

This resolution authorizes the cancelling of the Regular Municipal Election scheduled for April 4, 2016. Per State Statute and the Fairplay Municipal Code, the election can be cancelled when there are no more candidates running than the number of offices vacant. We had two seats open and only two candidates filed nomination petitions to fill those seats. Those two candidates will be declared elected for four year terms upon cancellation of the election.

Recommended Motion:

Motion to approve Resolution No. 5. This will require a second and a voice vote.

**TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 5
(Series 2016)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO DETERMINING THAT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON APRIL 5, 2016 SHALL BE CANCELLED PURSUANT TO FAIRPLAY MUNICIPAL CODE, ARTICLE 2, SECTION 2-1-30.

WHEREAS, The Designated Election Official of the Town of Fairplay has been duly authorized by the Town Board of Trustees to cancel and declare candidates elected at the close of business the nineteenth day before the election to be conducted April 5, 2016, and

WHEREAS, the nineteenth day before the regular municipal election to be held on April 5, 2016, is March 17, 2016; and

WHEREAS, the deadline for filing nomination petitions was January 25, 2016, and there were not more candidates nominated than offices to be filled at the April 5, 2016, election; and

WHEREAS, the deadline for filing affidavits of intent for write-in candidates as set forth in Section 2-1-40 is March 16, 2016; and

WHEREAS, there are currently no more than one (1) candidate for each seat to be filled based upon those filing nomination petitions, and if there remains not more than one (1) candidate per seat after the deadline for candidates filing affidavits of intent to be write-in candidates as set forth in Section 2-1-40 as of close of business on March 16, 2016, the Town Board wishes to cancel the election and declare the candidates elected, as provided by law.

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

Section 1. Effective at the close of business on March 17, 2016, if there are not more candidates than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, the Town Clerk is hereby directed to cancel the April 5, 2016, regular election for the Town of Fairplay.

Section 2. If the Town Clerk cancels the election as set forth in Section 1, the following persons are hereby deemed elected as Trustees for the Town of Fairplay, Colorado, with term lengths of four years each, at the first regular meeting after April 5, 2016.

Frank Just, 920 Hathaway, Fairplay, CO 80440
Scott Dodge, 1317 Meadow Drive, Fairplay, CO 80440

Section 3. The effective date of the terms of the Trustees deemed elected pursuant to this resolution shall be April 5, 2016. The oaths of office shall be administered at the first regular meeting after April 5, 2016.

Section 4. The Town Clerk shall publish notice of such pursuant to Section 2-1-30(b) of the Fairplay Municipal Code.

RESOLVED, APPROVED AND ADOPTED THIS 21st DAY OF MARCH , 2016.

TOWN OF FAIRPLAY, COLORADO

Mayor, Gabby Lane

ATTEST:

Town Clerk, Tina Darrah



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Clerk
RE: Resolution No. 6 – IGA with HASP for Augmentation Water for 2016-2017
DATE: March 17, 2016

Just to remind you...the Town is one-third owner of the storage rights in the Fairplay Beach Reservoir – the other owners are Upper South Platte Water Conservancy District and Park County. The rehab of the reservoir was developed as a joint project among the three entities. At that time (1991), an IGA was approved wherein the Town took on the responsibility of creating the SWSP (substitute water supply plan) and the augmentation plan for evaporative losses at the reservoir – approximately 9 acre feet per year. The Town planned at that time to use its water rights to create that augmentation plan. This was never followed through on by the Town and as such has not been done. When we did the dredge project in 2013, Garver Brown, the Water Commissioner, brought the IGA to our attention and has demanded that we comply with it.

At this point, our water attorney has determined that the reservoir cannot be declared a municipal use and so must have an augmentation plan. This means we have to lease water to cover the evaporative losses until such time as we (with our other partners) purchase the necessary water rights to cover these losses annually. Which we are working on and have received funding for from Park County land and Water Trust Fund.

As you can see from the attached IGA, we can lease water from HASP for a nominal fee of \$900 per year for the next two years while we work on acquiring sufficient water rights to cover our annual losses.

The Town's Water Attorney, Rick Fendel, will be present to answer any questions that you might have.

Recommended Action:

Motion to approve Resolution No. 6, series of 2016. This will require a second and a roll call vote.

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 6
Series of 2016**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FAIRPLAY, COLORADO AND THE HEADWATER AUTHORITY OF THE SOUTH PLATTE (HASP).

WHEREAS, the Town of Fairplay in a previous agreement regarding the Fairplay Beach Reservoir agreed to replace evaporation losses caused to the South Platte River as necessary due to the reservoir; and,

WHEREAS, the Water Commissioner has declared replacement of evaporative losses as necessary in 2015 and beyond; and

WHEREAS, the Town is working with its partners in the Fairplay Beach Reservoir on a future Substitute Water Supply Plan and on purchase of water rights to cover future evaporative losses (beyond 2016); and

WHEREAS, the Town of Fairplay and the Headwater Authority of the South Platte (HASP) have agreed on certain terms and have memorialized these terms in a written agreement for evaporative loss replacement in 2016 and 2017.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO THAT the Board of Trustees hereby authorizes the Town Administrator and/or Mayor to sign the Agreement attached hereto as Exhibit "A".

RESOLVED, APPROVED, and ADOPTED this 21st day of March, 2016.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Mayor

ATTEST:

Town Clerk

INTERGOVERNMENTAL AGREEMENT

1. **PARTIES.** The parties to this Intergovernmental Agreement are the **TOWN OF FAIRPLAY, COLORADO** ("Town"), a municipal corporation, and the **HEADWATER AUTHORITY OF THE SOUTH PLATTE** ("HASP"), a water authority formed under the provisions of § 29-1-204.2. The parties to this Agreement may be collectively referred to as the "parties".

2. **RECITALS.**

A. WHEREAS, the Town, the Upper South Platte Water Conservancy District ("District") and Park County entered into that certain agreement entitled Intergovernmental Agreement dated September 5, 1989 ("Existing IGA") to jointly develop the Fairplay Reservoir ("Reservoir") and to set forth the responsibilities of the Town, the District and Park County related to the Reservoir.

B. WHEREAS, paragraph 5 of the Existing IGA states, in relevant part, "Specifically, the Town agrees to provide water rights ... to replace evaporation losses caused to the Middle Fork of the South Platte River if necessary."

C. WHEREAS, the Town, the District and Park County obtained a decree in Case No. 90CW133, District Court, Water Division No. 1, which awarded a conditional water right for the Reservoir.

D. WHEREAS, the Town, the District and Park County obtained a decree in Case No. 96CW9, District Court, Water Division No. 1, which awarded an absolute water right for the Reservoir, but required an augmentation plan to replace evaporation depletions from the Reservoir.

E. WHEREAS, the Town currently operates a substitute water supply plan approved by the State Engineer to replace evaporation depletions using water leased from HASP. The Town's substitute water supply plan expires on March 31, 2016.

F. WHEREAS, HASP and the Town desire to renew the lease for use in the substitute water supply plan renewal.

NOW, THEREFORE, THE PARTIES AGREE:

3. **LEASE OF WATER.** HASP shall lease to the Town 9.0 acre-feet of water from HASP's account in Spinney Mountain Reservoir solely for the purposes of augmentation of evaporation depletions at Reservoir by a substitute water supply plan. The lease price shall be \$100 per acre-foot or \$900 total payable to HASP upon the Town's execution of this Agreement.

4. **SUBSTITUTE SUPPLY PLAN.** At its sole cost and expense, the Town shall prepare and submit a substitute water supply plan for 2016-2017 period to replace evaporation depletions from the Reservoir using water leased from HASP.
5. **2016-2017.** The parties acknowledge that this lease shall expire on December 31, 2017, unless amended by the parties.
6. **ASSIGNMENT.** This Agreement shall not be assigned or delegated except with the prior written consent of the parties.
7. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
8. **ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.
9. **NO AMENDMENT OF EXISTING IGA.** The parties acknowledge that nothing in this Agreement amends or alters the terms and conditions of the Existing IGA between the District, the Town and the County. The Existing IGA remains in full force and effect.
10. **AMENDMENT.** This Agreement may be amended only by an instrument in writing signed by the parties.
11. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise specifically authorized in this Agreement.
12. **GOVERNING LAW.** This Agreement shall be governed by the laws of Colorado.

TOWN:

**TOWN OF FAIRPLAY,
COLORADO**

By: _____

Gabby Lane, Mayor

ATTEST:

Dated: _____

Tina Darrah, Town Clerk

HASP:

**HEADWATER AUTHORITY OF
THE SOUTH PLATTE**

By: _____

David B. Wissel, Chairman

Dated: _____



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Clerk
RE: Resolution No. 7 – IGA with Park County and Upper South Platte
DATE: March 17, 2016

This is the updated IGA that will replace the 1989 IGA for the Beach Reservoir.

The Town's Water Attorney, Rick Fendel, will be present to answer any questions that you might have.

Recommended Action:

Motion to approve Resolution No. 7, series of 2016. This will require a second and a roll call vote.

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 7

Series of 2016

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FAIRPLAY, COLORADO, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK, COLORADO, AND THE UPPER SOUTH PLATTE WATER CONSERVANCY DISTRICT BY AND THROUGH ITS AUGMENTATION AND SUBSTITUTE WATER SUPPLY ENTERPRISE AND WATER ACTIVITY FUND.

WHEREAS, the parties entered into an Intergovernmental Agreement dated September 5, 1989 to jointly construct the Fairplay Reservoir; and,

WHEREAS, the on-channel Reservoir has been constructed and is an important public recreational amenity to the parties' constituents; and

WHEREAS, the parties recognize the need to have an updated IGA and desire to enter into this IGA to establish their current and ongoing rights and obligations related to the Reservoir.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO THAT the Board of Trustees hereby authorizes the Town Administrator and/or Mayor to sign the Agreement attached hereto as Exhibit "A".

RESOLVED, APPROVED, and ADOPTED this 21st day of March, 2016.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Mayor

ATTEST:

Town Clerk

INTERGOVERNMENTAL AGREEMENT

The parties to this Intergovernmental Agreement ("IGA") are the **TOWN OF FAIRPLAY, COLORADO** ("Town"), the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK, COLORADO** ("County"), and the **UPPER SOUTH PLATTE WATER CONSERVANCY DISTRICT BY AND THROUGH ITS AUGMENTATION AND SUBSTITUTE WATER SUPPLY ENTERPRISE AND WATER ACTIVITY FUND** ("Upper South Platte District"). The Town, the County and the Upper South Platte District shall be collectively referred to as the "parties."

RECITALS

- A. WHEREAS, the parties entered into an Intergovernmental Agreement dated September 5, 1989 ("Original IGA") to jointly construct the Fairplay Reservoir ("Reservoir").
- B. WHEREAS, the on-channel Reservoir has been constructed and is an important public recreational amenity to the parties' constituents.
- C. WHEREAS, paragraph 5 of the Original IGA states, in relevant part, the Town agrees to provide water rights for the Reservoir "to replace evaporation losses caused to the Middle Fork of the South Platte River if necessary."
- D. WHEREAS, the parties obtained a decree in Case No. 96CW9, District Court, Water Division No. 1, which awarded an absolute water right for the Reservoir, but required an augmentation plan to replace evaporation depletions from the Reservoir.
- E. WHEREAS, the Town currently operates a substitute water supply plan approved by the State Engineer to replace evaporation depletions using water leased from the Headwater Authority of the South Platte ("HASP").
- F. WHEREAS, the Upper South Platte District and the Center of Colorado Water Conservancy District ("Center District") formed HASP *inter alia* to operate a plan for augmentation in Case No. 12CW50, District Court, Water Division No. 1 ("Aug Plan").
- G. WHEREAS, the parties desire to jointly develop a permanent source of replacement water for evaporation depletions from the Reservoir.
- H. WHEREAS, the Upper South Platte District, the Center District and Lone Rock H2O, LLC ("Lone Rock") entered into an Agreement for Purchase and Sale of Water Rights ("Purchase Agreement") dated June 13, 2003 and amended May 11, 2011, that grants the Upper South Platte District and the Center District an option to purchase 10.0 acre-feet of fully consumable water ("Option Water") that was quantified and changed in Case No. 03CW231, District Court, Water Division No. 1.
- I. WHEREAS, the Option Water is decreed as a replacement source in the Aug Plan.
- J. WHEREAS, the Center District is willing to assign its interest in the Option Water to the parties to be used for replacement of evaporation depletions from the Reservoir in the Aug Plan.
- K. WHEREAS, the parties desire to jointly acquire the Option Water and to dedicate the water to HASP to use in the Aug Plan.

L. WHEREAS, pursuant to the terms and conditions of the Aug Plan, the Reservoir will have an annual depletion rate of 9.56 acre-feet annually, assuming the surface area of the reservoir minus the area of the natural stream channel equals 4.017 acres.

M. WHEREAS, the Reservoir needs infrastructure improvements to be fully operational.

N. WHEREAS, the parties desire to enter into this IGA to establish their rights and obligations related to the Reservoir.

NOW THEREFORE, the parties agree as follows:

1. **FAIRPLAY RESERVOIR.** The parties agree to take all reasonable actions as described herein to maintain Fairplay Reservoir as a public recreational amenity for the parties' constituents.

2. **CONDITIONS PRECEDENT.** As conditions precedent, the parties shall:

a. Obtain from the Center District an assignment of its interest in the Purchase Agreement and the Option Water to be used for replacement of evaporation depletions from the Reservoir in the Aug Plan;

b. Obtain consent to the assignment from Lone Rock pursuant to paragraph 16 of the Purchase Agreement; and

c. Obtain written confirmation from the Upper South Platte District and the Center District (on behalf of HASP) that they will accept a conveyance of all or a portion of the Option Water so that the parties are not required to purchase water from HASP, unless the evaporation depletions associated with Fairplay Reservoir exceed 10.0 acre-feet annually.

3. **OPTION WATER.**

a. Purchase of Option Water. The parties agree to purchase the Option Water, pursuant to the terms of the Purchase Agreement. The Option Water shall be conveyed to the parties without any reference to the parties' ownership interests in the Option Water. Nevertheless, each party shall pay one-third of the cost of purchasing the Option Water. While the parties acknowledge that the Park County Land and Water Trust Fund ("Trust Fund") has voted to grant the parties \$130,000 to purchase the water rights, each party remains responsible for obtaining its share of the funding.

b. Actions to Make the Option Water Available for Augmentation. The parties agree to complete all reasonable actions necessary to make the Option Water available for use for augmentation of depletions from the Reservoir. Such actions may include: entering into an amended option with Lone Rock regarding the terms of closing on the Option Water; obtaining an order in Case No. 03CW231, District Court, Water Division No. 1 removing the Option Water from that decree; and filing a notice in Case No. 12CW50 that the Option Water is available for augmentation of Fairplay Reservoir. The parties shall each pay one-third of the cost of making the Option Water available for use for augmentation of depletions from the Reservoir.

4. **AUGMENTATION PLAN.**

a. Inclusion in the Augmentation Plan. The Town agrees to complete all reasonable actions necessary include the Reservoir in HASP's Aug Plan, including filing an application with HASP. The Town shall be required to pay all fees and costs associated with becoming a member of HASP, including but not limited to the application fee, HASP's attorneys' fees and costs, and the recording fees. The Reservoir shall be considered included in HASP's Aug Plan pursuant to terms of paragraph 11.9 of the Aug Plan. Upon the Reservoir's inclusion, the total volume of water required for replacement of evaporation depletions from the Reservoir will be established ("Replacement Water").

b. Administrative Costs. The Town agrees to pay all other costs associated with participation in HASP, including the annual fee based on HASP's then-current fees and costs schedule for the volume of Replacement Water.

c. Accounting and Reporting. The Town agrees compile and submit to HASP any monthly accounting and reporting associated with the Reservoir.

5. **WATER CONVEYANCE AND SALE.**

a. When the actions in paragraphs 3 and 4.a. have been completed, the parties shall convey the Replacement Water by special warranty deed to Upper South Platte District and Center District for use by HASP to augment depletions from Fairplay Reservoir.

b. If the Replacement Water exceeds 10.0 acre-feet annually, the parties shall purchase the remaining water from HASP at HASP's then-current price per acre-foot. The Town and the County shall each pay one-third of the cost of the water to HASP. The Upper South Platte District shall either pay one-third of the cost or shall have its portion of the costs waived by HASP.

c. If the Replacement Water is less than 10.0 acre-feet annually, the Town and the Upper South Platte District shall convey to the County by special warranty deed the volume of water equal to 10.0 acre-feet minus the Replacement Water ("Excess Water"). If the Option Water was purchased entirely using funds from the Trust Fund, then the County shall not be required to pay the Town or the Upper South Platte District for the Excess Water. Otherwise, the County shall pay the Town and the Upper South Platte District for the Excess Water at the rate of \$13,000 per acre foot.

6. **OPERATION AND MAINTENANCE.**

a. O&M Costs. The parties agree to share the costs of operation, maintenance, repair and replacement of the Reservoir in cooperation with the Colorado Division of Parks and Wildlife. The Town will coordinate all operation and maintenance activities as required. The parties shall each pay one-third of such costs, except that any maintenance, repair or replacement that is estimated to cost in excess of \$3,000 total will only be undertaken after unanimous approval by the parties.

b. Outlet Structure and Measuring Device. The parties acknowledge that the Reservoir does not have an operable outlet structure or measuring device. If the State and Division Engineer require such structures for the administration of the Reservoir,

then the parties agree to construct such structures. The parties shall each pay one-third of the cost of such structures, including but not limited to any design, permitting and construction costs.

c. **Funding.** The parties shall cooperate to obtain grant funding from any source, including the Trust Fund, for any infrastructure projects associated with the Reservoir that exceed \$20,000. Nevertheless, each party remains responsible for obtaining its share of the funding.

7. **LIABILITY.** The Town will provide liability insurance for the operation of the Reservoir, naming all the parties hereto as insureds in the minimum amounts of \$1,000,000 per person and \$4,000,000 per event. The parties do not waive any rights or immunity under the Colorado Governmental Immunity Act.

8. **NOTICES.** Any notice required or permitted by this IGA shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

Town:

With a copy to:

Town Administrator
Town of Fairplay
P.O. Box 267
Fairplay, CO 80440

Rick Fendel
Petrock & Fendel, PC
700 17th Street, Suite 1800
Denver, CO 80202

County:

With a copy to:

Board of County Commissioners of the County of
Park P.O. Box 1373
Fairplay, CO 80440

Star Waring
Dietze & Davis, PC
2060 Broadway, Suite 400
Boulder, CO 80302

Upper South Platte District:

With a copy to:

President
Upper South Platte Water Conservancy District
P.O. Box 612
Fairplay, CO 80440

Madoline Wallace-Gross
Lyons Gaddis Kahn Hall Jeffers Dworak & Grant, PC
P.O. Box 978
Longmont, CO 80502-0978

9. **TERM.** The term of this IGA shall be perpetual.

10. **ORIGINAL IGA.** The parties agree that this IGA supersedes the Original IGA and the Original IGA is null and void and is of no further force or effect.

11. **ASSIGNMENT.** This IGA shall not be assigned or delegated except with the prior written consent of the parties.

12. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this IGA.



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Vaughn Mead, Public Works Director
RE: Agreement with Kaupas Lab/Water Specialist (KL/WS)
DATE: March 17, 2016

This agreement is with Ed Kaupas to act as the Town's Water Plant and Distribution System ORC until I have received my "D" water treatment license and Class 1 distribution license. I have signed up for testing on April 29th. I have not received confirmation that I have been accepted for this date. If I am not accepted on this date, I will apply for the next testing cycle. The agreement with Ed is for a six month period – with the option to renew for another six months.

Recommended Motion:

Motion to approve the agreement with Kaupas Lab/Water Specialist. This will require a second and a roll call vote.

OPERATOR IN RESPONSIBLE CHARGE (ORC) & SUPERVISORY CONTROL

KAUPAS Water Labs, Inc.
120 W. 9th Street
PO Box 151
Silverthorne, CO 80498

970.468.8367 Fax 970.468.6263

March 1, 2016

Contract; 6 months or less

Staffing Contracts

Edward Kaupas – Operator Class B, Silverthorne, CO (water/class A wastewater)
Annie McKaig – Office/Communications, Silverthorne, CO

Office 970.468.8368
Fax 970.468.6263
Email Ed@KaupasWater.com

Cell Edward Kaupas – 970.418.0769
Annie McKaig – 970.468.8367

Education & Licenses – Kaupas Labs/Water Systems

- University of Colorado MCDB/Engineering
- 1.5 yrs. Graduate Courses; Chem./Bio & Applies Water Application
- Current Class A WWTP – current
- Current Class B Water Treatment 1990 – current
- Current Class I WW Collections
- Small Systems Water/Waste Water License
- Electrical Troubleshooting Experience 1ph/3ph
- WWTP Control Troubleshooting Experience
- Plumbing Systems Design

Insurance - Policy Enclosed (upgrades if necessary will be provided)

References – More Upon Request

- Butch Green; Public Works-Fairplay, CO 719.836.2445
- Del Aldrich; President; Tiger Run H2O District; 970.453.9690
- Dale Holland; Grand Timber Lodge; Engineering Director; 970.485.0316 (Breck Inn/Gold Point)

Agreement for Treatment Plant Operations and Systems Maintenance Contract

This Agreement for Treatment Plant Operations and Systems Maintenance Contract entered into this _____ day of March, 201__ by and between the Town of Fairplay (the "Town") of Park County, Colorado and Kaupas Lab/Water Specialist ("KL/WS").

1. KL/WS Obligations.

- a) Supervise personnel for performing treatment plant process control activities so as to meet State of Colorado Health Water Standards.
- b) Fairplay will perform monthly reported laboratory testing necessary. The Public Works Director will supervise personnel daily testing to ensure the Town meets Chlorination Standards while KL/WS is ORC.
- c) Fairplay will collect and record all required information and data for the Colorado Health Department reports and file all required monthly Bacterial reports while KL/WS is ORC.
- d) Supervise and recommend preventative maintenance in accordance with a defined schedule or on an as needed basis on all equipment in the treatment plant.
- e) Represent the Town of Fairplay as the Town's licensed water operator to the Colorado Department of Public Health and Environment.
- f) Provide such other information and perform such other duties as the Town may from time to time direct.
- g) Provide extra personnel necessary, if requested, as to properly operate and maintain the treatment plant, as well as, provide training functions to other Town employees as may be needed; as well as provide all licensed supervision as may be required at \$90.00 per hour per man "as directed by the Town of Fairplay".

At all times during the term of this Agreement, KL/WS and its employees shall conduct themselves in a professional manner and in accordance with industry standards and maintain a professional presence in dealing with Town employees, Town of Fairplay members and members of the public served by the Town and all representatives of agencies with jurisdiction over the Town's operations.

It is mutually understood and agreed that the operator's license of Edward D. Kaupas shall be the license posted as operator of the Town's treatment plant. Day-to-day operations will be the responsibility of Public Works Director, Vaughn Mead.

2) Insurance.

- a) Comprehensive, general liability insurance with a single, combined limit; the policy for which shall name the Town as additional insured; or such additional amounts as may be required pursuant to amendment of Colorado Revised Statutes.
- b) Professional liability insurance.
- c) Worker's Compensation for employees of the KL/WS in accordance with the provisions of the Colorado Worker's Compensation Act.

3) **Independent Contractor.** It is mutually understood that the KL/WS is an Independent Contractor and not an agent of the Town.

a) KL/WS hereby warrants the person executing this Agreement has all corporate authority to do so and bind KL/WS to the term hereof.

4) **Term.** This Agreement shall be for a term of six (6) months or less depending on Fairplay's operator passing the certification test with an effective date of March, 2016 ending August, 2016. This agreement is renewable for another six (6) months or less upon request of the Town of Fairplay.

5) **Consideration.** In consideration of the services provided as set forth in paragraphs, the Town agrees to KL/WS a monthly fee of two-thousand dollars (\$2,000.00). Said amount is inclusive of all mileage, ordinary and usual expenses incurred by KL/WS in carrying out the services provided.

Upon request from the Town of Fairplay for extraordinary repairs or repairs required to bring the Town's system compliance or up to acceptable health standards. The Town agrees to pay KL/WS the amount of ninety (\$90.00) per hour per man provided by KL/WS on all such repairs with authorization from Public Works Director or Town of Fairplay.

In addition, the Town of Fairplay shall reimburse KL/WS for all parts and components which KL/WS is required to secure in order to maintain and operate system as authorized beyond the scope of supervision contract.

KL/WS shall provide the Town of Fairplay a regular monthly bill, including invoices for any extra services, parts, chemicals, and any emergency repairs, authorized such bill if complete, shall be paid in the usual course of business within seven (7) days of the Town's regular Board meeting.

6) **Notice.** Any payment, notice, request, demand, or statement provided for in this Agreement shall be in writing and shall be considered to have been duly delivered when sent by certified mail, addressed as follows, unless another address has been designated, in writing, by the party entitled to receive same:

Kaupas/Lab/Water Specialties
PO Box 151
Silverthorne, CO 80498
970.468.8367

Town of Fairplay
P.O. Box 267
Fairplay, CO 80440
719.836.2622

7) **Miscellaneous.**

- a) This Agreement shall be constructed in accordance with the laws of the State of Colorado.
- b) Any dispute arising hereunder shall be submitted to binding arbitration to be conducted in Breckenridge, Colorado. Any arbitration award may be registered or filed with any Court of competent jurisdiction.
- c) In the event of any dispute arising hereunder, any arbitrator shall be authorized to award the prevailing party all of its reasonable costs of arbitration and reasonable attorneys' fees.

Signature: _____
Ed Kaupas, Owner Kaupas Water Labs

Signature: _____
Town of Fairplay

Signature: _____
Vaughn Mead, Public Works Director



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt
RE: Xpress Bill Pay
DATE: March 17, 2016

I have received information from Caselle and Xpress Bill Pay on what is involved to get set up to accept online payments for utilities and other Town services. Customers would be able to use debit/credit cards, transfer funds from checking and have the ability to set up recurring payments. We will also work towards paperless billing for the water bills.

Xpress Bill Pay is the preferred company that Caselle recommends for this service. I have been through an online demo and really like the way it works. It is fully integrated to our customer utility accounts and the general ledger in Caselle. This will reduce the number of deposits we need to process in-house.

The upfront cost is \$5,000. This covers the license fees from Caselle, setup and training. Without going into a lot of detail, the estimated monthly fees are estimated to be between \$1.41 and \$1.98 per transaction depending on the transaction type.

I have attached a marketing flyer that we would use along with other marketing material to get utility customers to sign up for the service.

If the board approves this expenditure it would be split between the general fund (20%), water fund (40%) and sanitation fund (40%).

Recommended Action: Motion to approve the purchase of service to accept online customer payments. This will require a second and a roll call vote.

Announcing...

The Easiest Way to Pay Your Bill

Our new online bill pay option saves you time and gives you more flexibility in how you pay your bill.

If you have an Internet connection and an email address, you can now pay your bill online. It's fast, it's easy, and you no longer have to write a check each month or find a stamp when it's time to send in your payment.

How It Works

We have partnered with **Xpress Bill Pay**, the premier provider for online bill payment.

When you sign up for online bill payment you get a unique password that you use to access your personal account at www.xpressbillpay.com. Every month we'll send you a reminder email to let you know when your bill is online.

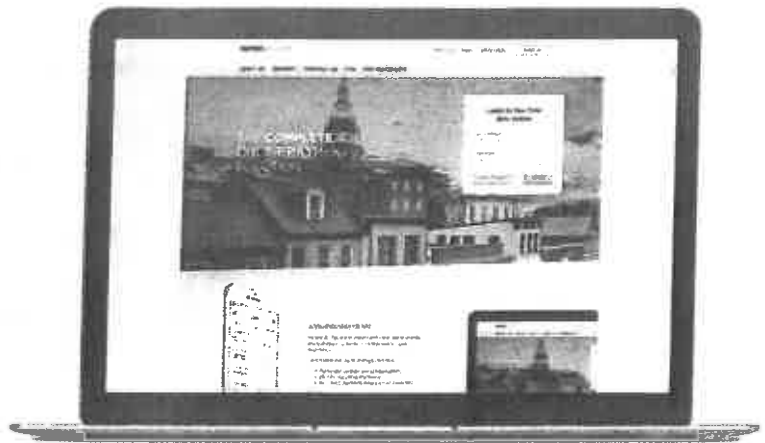
Then, just log in through your Web browser and view your bill, which will look like the paper statement you're familiar with. Select a payment type — credit card, debit card, or electronic funds transfer — enter the information, and you're done!

It's that easy, and it only takes you a few minutes each month.

We're offering this service at the request of customers like you. Sign up today and see why so many people consider this the best way to pay their bills.

Online Bill Payment Facts

- It's free to sign up for online bill payment at www.xpressbillpay.com.
 - You can pay your bills with a credit or debit card, or you can transfer funds directly from your checking account.
 - You can pay your bill from anywhere, as long as you have access to the Internet through a Web browser.
- No need to worry about late payments if you're out of town when your bill is due.



- After you complete the transaction, you can receive an email receipt to confirm that the payment went through.
- You can view up to a year's history of your account online, so you can compare your current bill to a year ago.
- If you'd like, you can select the Auto Pay option and your bill will be paid automatically each month.

What To Do Next

If you're ready to get started with the convenience of online bill payment, here's what to do:

- 1. Go to www.xpressbillpay.com.** We have partnered with Xpress Bill Pay to provide you with online bill payment service.
- 2. Click on the "Go" button below "New to Xpress Bill Pay?"** and complete the short registration form including email address and password.
- 3. Select your billing organization** and follow the prompts for linking your bill.
- 4. Once your bill is added to your account,** you can view and pay your bill online, or setup a recurring auto payment schedule.

xpress BILL PAY

MONTHLY STAFF REPORT

Wastewater Treatment Plant Performance February 2016

Influent flow: Treatment Plant Design flow 0.3 MGD
Average Flow 0.08 MGD % Capacity 26%
Maximum Flow 0.11 MGD % Capacity 33%

BOD
Influent 164mg/l Effluent 4mg/l %Removal 98%

Suspended Solids
Influent 67 mg/l Effluent 9 mg/l %Removal 87%

Ammonia
Effluent 0 mg/l % Removal 100%

Effluent Ph. Average 7.09

E.coli
Limit: 1920 Average Geometric Mean/ 3,840 Maximum Geometric Mean
Colonies Effluent 1 Colony % Removal 99+%

Report:

The treatment plant ran very well in February. We prepared the sludge pond for dewatering the week of April 4th. We are training Ray Bramlett to do the plant testing and SCADA logging. He picked it up pretty fast. When Kathleen joins us she will be trained to do the testing too. We are going to start testing for influent ammonia so we have a baseline of how effective ammonia removal really is.

Water System

Staff maintained a 0.36 chlorine residual at the block house at the water treatment plant. Maintaining a 0.36 residual at the block house allows a 0.20 chlorine residual at the end of the system as required by the State. That's tested at the wastewater plant, Shell Station, and 3 or 4 random locations.

Mountain Peaks Controls spent a morning testing radios to see if a signal could be sent from the water plant, block house, 2nd Street pump house and the 2nd Street water tank to the WWTP. We were able to relay radio signals to the WWTP meaning it's possible to install radio equipment to read tank levels, chlorine levels, pump operation, chlorine pump operation, and other data we currently check by hand daily to the SCADA system at the WWTP and have those systems alarm us if something is amiss. Using the WWTP system saves us from purchasing a standalone SCADA for the water plant.

Currently we have one single alarm on the water system for low level in the storage tank at the water plant and that's it. There's no such alarm for low level on the 2nd Street pump house tank. Staff will put together some numbers to build this system for the Board to consider. There's currently no money in the water budget for these types of projects. We are checking the water system twice a day since I took over.

We continue to research the pumping problem with the #2 well. We have tracked out the electronics enough to be pretty sure it's not in the electrical system. Our working theory is the well isn't producing enough water for the 5 horsepower pump in the well. The well draws down, and then the pump flow and pressure fluctuates until the pump knocks out on overload. We are hiring Woodland Pump to run a TV camera in the well to test out this theory. If that's the case the next step might be to try a smaller pump or rehabilitate the well. It might also be that the well will produce more when the groundwater rises.

We are chasing down information on water well #4. We can't find that it was ever certified and for some reason the flow totals and back information has not been recorded. This is a new item for us to look at. We haven't had but a week to ponder this situation.

As noted at the end of the Public Works Project section of this report, the water system has some deficiencies we are coming up with solutions for. We have ordered a spare motor for the 2nd Street Pump Station, we already have a spare pump and a spare CLX chlorine analyzer as required by the State for redundancy.

I am signed up to take the water certification test April 19th. We are using Kaupas Water out of Silverthorne as the ORC for the water system until I pass the certification test.

Public Works Projects Update

Flower Pots

Garrets is nearly finished with the new wooden flower pots for Main Street. They look really nice. It took thousands of cuts and lots of hours to build them. We're thinking we'll get a community service person to stain the boxes and have them up by Father's Day.

Public Works Manual

This is a new item. We intend to put together a Public Works Manual describing road construction and anything else the Council thinks should be in there.

FEMA projects: Beach dredging, beach road, water plant reservoir

HP Geotechnical has been hired to do cores of the sediment in the lake for metals testing.

Our Engineers have sent the permit request to the Army Corps.

Complete 8th Street Drainage Project

For discussion: We're wondering if a dry well filled with cobble would dispartate the water. These have been used successfully in Frisco. Dig down as deep as we can 6 to 8 feet wide. File the hole with cobble. Let the water drain down and away.

Continue general clean-up of Town owned properties and right-of-ways
Work on during town cleanup days

Research ditch easements and create maintenance plan/program
In progress

Begin work on comprehensive PW capital improvement plan
Working on plan for the Water System. Once the wasting pump is built at the WWTP, the treatment plant is in good shape. Write a Public Works Manual. Develop a long term paving project. Build the sidewalks this summer with our Grant.

Keep informed on developments with the two marijuana facilities. Monitor for compliance with Sanitation District rules & regs
The retail store at Hutchinson has opened. The grow facility is yet to be built. I sent the owners a letter clarifying the Sanitation District's position on pretreatment sampling facilities for the grow side of the property. If there are no drains to the sanitary sewer the pretreatment facilities are not required.

Contract for and oversee electrical upgrades on 5th street.
Ready to go when the weather cooperates. Wave electric.

Install 2 new fire hydrants per 2016 budget
Summer time. Hydrant at 5th & Hathaway is priority

Install generator at water plant
The generator had to be moved outside due to a venting issue. Transfer switch installed and being wired. Plumbers need to plumb in the propane. Anticipate completing in April.

Research purchase and use of GIS mapping software, computer and training
Suggest contacting Tetra Tech Engineering in Breckenridge for a bid

Complete wasting pump project at treatment plant
Piping has been ordered. An additional isolation valve will be installed in the 3 inch wasting pipe to facilitate the future removal of the wasting flow meter if necessary while wasting pump is being installed. As is, the meter cannot be removed without draining the sludge pond. Operating the treatment plant during the construction will take a bit of coordination.

Treatment plant pond sludge removal
Dewatering the pond is scheduled for the week of April 4th, weather permitting. Sludge samples have been sent out to dispose of the sludge at the Summit County facility. We have lowered the pond to within three feet of the level we want to start the dewatering. We will operate it there until the weekend of April 2nd, drain it the rest of the way. Start dewatering Monday. If this method of dewatering is proven successful, it may produce data that could give us an option to eliminate the pond altogether for sludge disposal.

Create and implement grease trap compliance program

Sent out notices. Started contacting businesses. Businesses cooperating by sending receipts for trap cleanings.

Create and implement fire hydrant flush schedule
Summer work

Comply with cross connect/back flow prevention regulations
We are contacting companies who do this type of work for cost information.

Complete 2nd street pump house project
The piping has been ordered. Staff needs to locate and operate the shutoff valves on either side of the pump house. The project will be done in conjunction with the wasting project at the treatment plant.

Complete Clinic Building Siding Replacement
Town Council has chosen stucco as the siding material.

Install lights on back of Town Hall. Install generator at Town Hall
Generator is here. Wave Electric to needs to install and plumbers need to plumb up natural gas.

Water Projects

There are NO blueprints of the water distribution system. The Town needs to somehow create a drawing of the water pipes, sizes, shut off valves and locations.

Change out chlorine chemical feed pumps to peristaltic pumps. Current pumps easily loose prime. Change out the outdated electronics, motor starters and timers for the well pumps

*Purchase a backup CLX chlorine analyzer for the block house. **DONE***

*Purchase a backup motor for the 2nd street pump house. **DONE***

Build the 2nd street pump house PRV bypass

*Build SCADA for the water plant, block house, and 2nd street pump house. Radio testing for SCADA was completed March 3rd. **COST ESTIMATES IN PROGRESS***

Repair damaged overflow on water plant pond