

**AGENDA**

**for the Board of Trustees of the Town of Fairplay, Colorado**

**Monday, November 7, 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. 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** – October 17, 2016
  - B. APPROVAL OF EXPENDITURES** – Approval of bills of various Town Funds in the amount of \$358,132.37
- VI. CITIZEN COMMENTS**
- VII. PUBLIC HEARING**
  - A.** Amended 2016 and Proposed 2017 Budget
- VIII. UNFINISHED BUSINESS**
  - A.** Xcel LED Lighting Discussion
  - B.** Other Discussion Items
- IX. NEW BUSINESS**
  - A.** Should the Board Approve Adoption of Resolution No. 22, 2016, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND BOBBY MCCALL FOR THE MCCALL RESIDENCE EXTERIOR PROJECT."**?
  - B.** Should the Board Approve Adoption of Resolution No. 22, 2016, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND JAKE TETREAUULT FOR THE EVEN IN THE END EXTERIOR PROJECT."**?
  - C.** Discussion/ Approval of Engagement Letter between the Town and The Phillips Law Offices, LLC
  - D.** Other new business
- X. MAYOR AND TRUSTEE REPORTS**
- XI. ADJOURNMENT**

**Upcoming Meetings/Important Dates:**

Veteran's Day – Town Hall closed  
 Board of Trustees Meeting  
 Thanksgiving Holiday – Town Hall closed  
 A Real Colorado Christmas  
 Board of Trustees Meeting  
 Victorian and Cowboy Ball at Fairplay Valiton Hotel

November 11, 2016  
 November 21, 2016 @ 6 p.m.  
 November 24 & 25, 2016  
 December 3, 2016  
 December 5, 2016 @ 6 p.m.  
 December 10, 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 Thursday, November 3, 2016.*



**MINUTES OF THE REGULAR MEETING OF THE  
FAIRPLAY BOARD OF TRUSTEES  
October 17, 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 6:00 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Gabby Lane who proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Eve Stapp and Ray Douglas. Also in attendance were Town Attorney Lee Phillips, Town Administrator/ Clerk Tina Darrah, Public Works Director Vaughn Mead, Police Chief Joel Vice, Town Treasurer Kim Wittbrodt and Deputy Town Clerk Claudia Werner. Trustee Frank Just was absent.

**AGENDA ADOPTION**

**Motion #1** by Trustee Dodge, seconded by Trustee Douglas, that the agenda be adopted as amended to remove item VII (A) - Presentation by South Park Chamber of Commerce from the agenda. Motion carried unanimously. (Trustee Just was 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** – October 3, 2016

**B. APPROVAL OF EXPENDITURES** – Approval of bills of various Town Funds in the amount of \$34,103.29.

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

**CITIZEN COMMENTS**

Lou Gonzalez came to introduce himself to the Board. He is running for Park County Commissioner District 2 and wanted to share a little bit about his background and his values and encouraged everyone to vote on November 8<sup>th</sup>.

**PRESENTATIONS**

**A. Presentation of 2016 Amended and 2017 Proposed Budget and setting of Public Hearing on November 7, 2016 @ 6 p.m.**

Town Treasurer Wittbrodt passed out Budget Workbooks to all Board members present and offered to answer any questions they have regarding the budget.

**Motion #3** by Trustee Douglas, seconded by Trustee Stapp, that the Public Hearing for the 2016 Amended and 2017 Proposed Budget be set for November 7, 2016 at 6:00 p.m. Motion carried unanimously. (Trustee Just was absent.)

A budget work session was scheduled for October 19, 2016 at 6:00 p.m.

**UNFINISHED BUSINESS**

**A. Other discussion items**

No other discussion items offered.

**NEW BUSINESS**

**A. Other new business**

Town Administrator/ Clerk Darrah reported that Staff received a PIIP application from Bobby McCall today, wherein she is seeking \$678 towards a exterior project estimated at over \$20,000. Darrah stated that there is enough money left in the 2016 PIIP budge line item to cover this PIIP application and asked the Board if they would ratify this PIIP agreement at the November 7 Board meeting.

The Board gave their general approval of the project pending a formal agreement and resolution approving the agreement.

**STAFF AND COMMITTEE REPORTS**

Police Chief Vice stated that he will get the data from the two new speed signs downloaded and forwarded to the Board by email.

**ADJOURNMENT**

Mayor Lane, noting that there being no further business before the Board, declared that the meeting be adjourned at 6:17 p.m.

\_\_\_\_\_  
Gabby Lane, Mayor

ATTEST:

\_\_\_\_\_  
Claudia Werner, Deputy Town Clerk



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Kim Wittbrodt, Treasurer

**RE:** Current Bills & Financial Statement

**DATE:** 10/25/2016

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**Agenda Item: Bills**

Attached is the list of invoices paid through October 25, 2016.

Total Expenditures: \$358,132.37

Please note that \$300,000.00 was transferred into our ColoTrust investment accounts.

Upon motion to approve the consent agenda, the expenditures will be approved

Please contact me with any questions.

## Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
10/14/2016	12057	Bear Country Glass, Inc.	replace glass town hall	1	10/10/2016	296.00	105025
Total 156:						296.00	
10/24/2016	12080	Boys & Girls Club	halloween donation	1	10/21/2016	100.00	105176
Total 200:						100.00	
10/24/2016	12085	Chris Benzie Flatworks, Inc	concrete drain pan	1	10/18/2016	1,800.00	105670
Total 410:						1,800.00	
10/24/2016	12086	CIRSA	liability ins	1	10/20/2016	39.00	106115
Total 418:						39.00	
10/14/2016	12056	4 Rivers Equipment	angle broom after trade in	1	10/03/2016	582.00	105670
Total 532:						582.00	
10/24/2016	12088	Dana Kepner Company, In	manhole riser rings	1	10/19/2016	430.08	617103
Total 682:						430.08	
10/14/2016	12063	Fairplay Flume	ads	1	09/30/2016	67.50	105172
10/14/2016	12063		ads	2	09/30/2016	40.00	105130
10/14/2016	12063		ads	3	09/30/2016	34.06	108125
10/14/2016	12063		ads	4	09/30/2016	19.61	617330
Total 868:						161.17	
10/14/2016	12065	Galls, LLC	shield	1	10/04/2016	1,449.42	105450
Total 984:						1,449.42	
10/14/2016	12068	Lane, Gabby	reimburse meal	1	09/23/2016	31.92	105110
Total 1268:						31.92	
10/14/2016	12089	Main Street Garage	atv repair	1	10/05/2016	105.91	105625
10/14/2016	12089		Tahoe brakes	1	10/06/2016	255.40	105420
10/24/2016	12094		Tahoe maintenance	1	10/13/2016	79.91	105420
Total 1336:						441.22	
10/24/2016	12098	Mountain States Lighting	parts for planters	1	05/22/2016	1,099.05	105134
Total 1402:						1,099.05	
10/14/2016	12070	Mountain View Waste	2 yd 2 monthly	1	09/30/2016	75.00	617167
Total 1414:						75.00	
10/14/2016	12071	Petrock & Fendel, PC	legal fees	1	10/03/2016	110.00	507210

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 1648:						110.00	
10/14/2016	12073	Summit Daily News	plein air ads	1	09/30/2016	1,009.13	105172
Total 2032:						1,009.13	
10/14/2016	12075	Town of Fairplay	water-san district	1	09/30/2016	36.00	617104
10/14/2016	12075		water/sewer usage-525 Ha	1	09/30/2016	182.75	105180
10/14/2016	12075		sewer-town hall	1	09/30/2016	65.00	105023
10/14/2016	12075		sewer-shop	1	09/30/2016	65.00	105650
10/14/2016	12075		sewer-shop	2	09/30/2016	65.00	507380
Total 2134:						413.75	
10/14/2016	12077	USABlusBook	ammonia powder	1	10/06/2016	218.86	617130
Total 2176:						218.86	
10/24/2016	12101	Werner, Claudia	cell phone reimb	1	10/21/2016	50.00	105065
Total 2242:						50.00	
10/14/2016	12078	Xcel Energy	street lights	1	10/03/2016	851.70	105640
Total 2296:						851.70	
10/14/2016	12062	Everist Materials LLC	Road base	1	08/03/2016	92.40	105670
Total 2390:						92.40	
10/14/2016	12076	True Value	Supplies	1	09/28/2016	101.98	507155
10/14/2016	12076		Supplies	2	09/28/2016	48.77	105162
10/14/2016	12076		Supplies	3	09/28/2016	68.85	105830
10/14/2016	12076		Supplies	4	09/28/2016	98.34	105172
10/14/2016	12076		Supplies	5	09/28/2016	49.99	617155
10/14/2016	12076		Supplies	6	09/28/2016	13.96	617303
10/14/2016	12076		Supplies	7	09/28/2016	10.98	105670
10/14/2016	12076		Supplies	8	09/28/2016	11.13	105172
Total 2405:						404.00	
10/24/2016	12089	Darah, Tina	Cell Phone	1	10/21/2016	50.00	105065
Total 2462:						50.00	
10/14/2016	12058	CARD SERVICES	food for meeting	1	10/01/2016	13.60	617303
10/14/2016	12058		food for meeting	2	10/01/2016	37.21	617305
10/14/2016	12058		supplies	3	10/01/2016	10.35	105172
10/14/2016	12058		supplies	4	10/01/2016	9.00	507340
10/14/2016	12058		supplies	5	10/01/2016	24.95	617360
10/14/2016	12058		supplies	6	10/01/2016	52.94	617303
10/14/2016	12058		supplies	7	10/01/2016	13.95	105172
10/14/2016	12058		supplies	8	10/01/2016	1,950.73	105453
10/14/2016	12058		supplies	9	10/01/2016	30.38	105070
10/14/2016	12058		hotel for meeting	10	10/01/2016	360.00	105110
10/14/2016	12058		gifts for volunteers	11	10/01/2016	400.00	105110

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
10/14/2016	12058		hotel for training	12	10/01/2016	267.00	105426
10/14/2016	12058		plein air supplles	13	10/01/2016	358.18	105172
10/14/2016	12058		plein air supplles	14	10/01/2016	1,503.66	105172
10/14/2016	12058		supplies	15	10/01/2016	30.47	105162
10/14/2016	12058		supplies	16	10/01/2016	35.19	105130
10/14/2016	12058		supplies	17	10/01/2016	69.98	105030
10/14/2016	12058		supplies	18	10/01/2016	11.75	105445
10/14/2016	12058		supplies	19	10/01/2016	11.75	507310
10/14/2016	12058		supplies	20	10/01/2016	23.50	105340
10/14/2016	12058		supplies	21	10/01/2016	68.04	617303
10/14/2016	12058		supplies	22	10/01/2016	68.04	507303
10/14/2016	12058		supplies	23	10/01/2016	68.02	105030
10/14/2016	12058		supplies	24	10/01/2016	6.47	105445
10/14/2016	12058		supplies	25	10/01/2016	109.87	617303
10/14/2016	12058		supplies	26	10/01/2016	24.86	105183
10/14/2016	12058		supplies	27	10/01/2016	23.50	105172
10/14/2016	12058		supplies	28	10/01/2016	35.78	105445
10/14/2016	12058		supplies	29	10/01/2016	8.85	105445
10/14/2016	12058		supplies	30	10/01/2016	278.78	105426
10/14/2016	12058		supplies	31	10/01/2016	68.04	105445
Total 2503:						5,974.82	
10/24/2016	12090	Even in the End	Beer for burro days	1	10/19/2016	602.94	105162
Total 2572:						602.94	
10/24/2016	12103	Wittbrodt, Kim	cell phone reimb	1	10/21/2016	50.00	105065
Total 2655:						50.00	
10/24/2016	12084	CASI Asphalt & Concrete	asphalt	1	10/18/2016	776.25	105670
Total 2674:						776.25	
10/24/2016	12091	ICMA Retirement Corporati	plan fee	1	10/05/2016	62.50	105002
10/24/2016	12091		plan fee	2	10/05/2016	12.50	105302
10/24/2016	12091		plan fee	3	10/05/2016	62.50	105802
10/24/2016	12091		plan fee	4	10/05/2016	56.25	507002
10/24/2016	12091		plan fee	5	10/05/2016	56.25	617002
Total 2686:						250.00	
10/24/2016	12099	Vice, Joel	Cell phone reimburse	1	10/21/2016	50.00	105455
Total 2713:						50.00	
10/14/2016	12060	Colorado Natural Gas, Inc.	natural gas	1	10/04/2016	86.61	105023
10/14/2016	12060		san office	1	10/04/2016	55.83	617104
10/14/2016	12060		sewer treatment plant	1	10/04/2016	678.62	617104
10/14/2016	12060		natural gas-shop	1	10/04/2016	23.16	507390
10/14/2016	12060		natural gas-shop	2	10/04/2016	23.16	105650
10/14/2016	12060		525 hathaway	1	10/04/2016	114.29	105190
Total 2728:						981.57	
10/24/2016	12095	Mead, Vaughn	cell phone reimb	1	10/21/2016	12.50	617320



Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
10/24/2016	12095		cell phone reimb	2	10/21/2016	12.50	507320
10/24/2016	12095		cell phone reimb	3	10/21/2016	25.00	105645
Total 2739:						50.00	
10/24/2016	12093	Kasper, Gerrits	cell phone reimb	1	10/21/2016	50.00	105645
10/24/2016	12093		mileage reimburse	1	10/21/2016	90.18	105635
Total 2747:						140.18	
10/14/2016	12066	ghVALLEY.NET	internet service	1	10/01/2016	16.78	105065
10/14/2016	12066		internet service	2	10/01/2016	16.74	105645
10/14/2016	12066		internet service	3	10/01/2016	16.74	105455
Total 2753:						50.24	
10/24/2016	12098	State of Colorado/Driver C	OJW/Default Fee	1	10/07/2016	15.00	104520
Total 2788:						15.00	
10/14/2016	12067	ChemaTox Laboratory, Inc.	sodium hypochlorite	1	10/06/2016	422.00	507130
Total 2799:						422.00	
10/24/2016	12083	Bullock, Julie	cell phone reimburse	1	10/21/2016	50.00	105065
Total 2812:						50.00	
10/24/2016	12105	Nagel, Norbert	best miniature	1	10/21/2016	100.00	105172
Total 2820:						100.00	
10/14/2016	12059	Colorado Analytical Lab	waste water testing	1	09/28/2016	350.00	617140
10/24/2016	12087		waste water testing	1	10/03/2016	35.40	617140
10/14/2016	12059		water testing	1	10/07/2016	23.00	507140
Total 2864:						408.40	
10/14/2016	12061	Cummins Rocky Mountain,	replace generator control p	1	09/26/2016	4,943.68	617155
Total 2866:						4,943.68	
10/24/2016	12100	Water Technology Group	aerator	1	10/10/2016	9,284.00	617155
Total 2884:						9,284.00	
10/14/2016	12074	The Phillips Law Offices, L	Legal	1	09/30/2016	542.50	105057
Total 2886:						542.50	
10/24/2016	12082	Bramlett, Rebecca	cell phone reimburse	1	10/21/2016	50.00	105455
Total 2896:						50.00	
10/14/2016	12072	RKR Inc.	water line repair/valve repl	1	10/11/2016	23,343.50	507155

*replace lost check*

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
<b>Total 2846:</b>						<u>23,343.50</u>	
10/24/2016	12097	Schlunsen, Arthur	cell phone reimburse	1	10/21/2016	50.00	105455
<b>Total 2888:</b>						<u>50.00</u>	
10/24/2016	12102	White, Kathleen	cell phone reimburse	1	10/21/2016	25.00	105645
10/24/2016	12102		cell phone reimburse	2	10/21/2016	12.50	507320
10/24/2016	12102		cell phone reimburse	3	10/21/2016	12.50	617320
<b>Total 3004:</b>						<u>50.00</u>	
10/24/2016	12081	Bramlett, Raymond	cell phone reimburse	1	10/21/2016	25.00	105645
10/24/2016	12081		cell phone reimburse	2	10/21/2016	12.50	507320
10/24/2016	12081		cell phone reimburse	3	10/21/2016	12.50	617320
<b>Total 3005:</b>						<u>50.00</u>	
10/14/2016	12064	Foremost Promotions	promo badges	1	07/14/2016	92.59	105497
<b>Total 3050:</b>						<u>92.59</u>	
10/24/2016	12104	Colotrust-Colo Local Gov't	transfer funds	1	10/24/2016	150,000.00	101003
10/24/2016	12104		transfer funds	2	10/24/2016	100,000.00	501003
10/24/2016	12104		transfer funds	3	10/24/2016	50,000.00	101003
<b>Total 3070:</b>						<u>300,000.00</u>	
10/24/2016	12082	Julia Demaree	south park city halloween d	1	10/21/2016	100.00	105176
<b>Total 3071:</b>						<u>100.00</u>	
<b>Grand Totals:</b>						<u><u>358,132.37</u></u>	

Report Criteria:  
 Detail report type printed



## MEMORANDUM

**TO:** Mayor Lane and Board of Trustees  
**FROM:** Kim Wittbrodt – Treasurer  
**RE:** Public Hearing – 2017 Proposed Budget  
**DATE:** October 25, 2016

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### **AGENDA ITEM: Public Hearing – 2016 Amended Budget and 2017 Budget**

This is the first public hearing for the 2016 amended budget and the 2017 proposed budget for the Town of Fairplay and the Fairplay Sanitation District. The hearing needs to be opened and public comment allowed. Staff will be prepared to answer questions. Updates will be made to the proposed budget reflecting any changes you request during this budget process. The updates will also contain updated year to date actual numbers. These numbers will continue to change, up until you adopt the final budget in December.

At the conclusion of the hearing, rather than close it, staff requests that a motion be made to continue the hearing until your next regularly scheduled meeting on November 21, 2016.





## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Tina Darrah, Town Administrator/Clerk  
**RE:** Xcel LED Lighting Discussion  
**DATE:** October 31, 2016

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Earlier this year, the Board heard a presentation from Xcel in regards to Xcel's new LED Street Lighting Program. At that time the Board did not make a decision to sign up for the program, but asked for time to consider. Kelly Flenniken, Xcel Energy's Area Manager for Community and Local Govt. Affairs, will be at your meeting to further discuss the program and to answer any questions you might have. I am including the original information that was provided by Xcel.

Questions that I have asked Xcel are:

- 1) Are we paying for all the street lights in Fairplay? *The answer is yes we are and that is because at some point the Town requested their placement. We only pay for streetlights we have requested.*
- 2) Do we have a choice in whether or not we continue this? *The answer is yes, we can request a street light be removed and then we no longer pay the bill. (There is a cost to remove the light.)*
- 3) Can we put lower wattage in residential areas? *The answer is yes, this is what they are doing in Alma and some other Towns.*
- 4) Is the change to LED lights inevitable? *The answer is yes, but they will do it as the need arises instead of all at once, meaning some will be LED and some not.*
- 5) What other Towns around us have signed up? *Alma, Minturn, Blue River, all of Summit County - except that Breckenridge is still considering the option they want to take.*
- 6) If we say yes, when will the changeover take place? *The answer is the first quarter of 2017.*

As was represented in the first meeting, the Town has two options available to participate in the program. If the Board chooses to participate in the program, staff recommends choosing Option A, which offers no upfront cost for conversion.

# LED Street Lighting

LED streetlights are durable, long-lasting and cost effective and can lead to enhanced public safety while delivering environmental advantages because they use less energy while delivering enhanced visible light. After completing pilot programs and a technical analysis of current products that meet our engineering requirements, Xcel Energy found mainstream LED streetlights to be of utility-grade quality and on par with the reliability standards we must maintain.

## Q. What are the features of Xcel Energy's LED Street Lighting program?

- A. Xcel Energy is planning to offer its Colorado municipal customers a voluntary LED (light-emitting diodes) street lighting service and associated tariff. Customers may elect to participate or to stay with their current product and rate. The new LED tariff will be applicable to Xcel Energy-owned street lighting units.

## Q. What fixtures and sizes will be available?

- A. Xcel Energy's initial offer will focus on cobra-head style fixtures. Performance and cost analysis of alternative styles is ongoing and could be offered in the future. The program will offer equivalent LED replacements at the 70W, 100W, 150W, 250W and 400W levels. For communities wishing to replace 200W high-pressure sodium heads, Xcel Energy can help you determine which equivalent wattage level LED fixture would be an appropriate substitute to meet your specific lighting requirements.

## Q. What services will the new LED Street Lighting rate include relative to current rates?

- A. The new LED Street Lighting rate will be structurally similar to Xcel Energy's Street Light (SL) rate for Colorado municipal customers in that it will exclude charges for non-routine maintenance services.

## Q. Will there be an up-front charge to convert existing lights to LEDs?

- A. Xcel Energy is offering two options to customers who wish to participate:



**Option A:** Offers no upfront cost for conversion. Xcel Energy will convert cobra-head style lights at no cost to the customer. We will work with customers to determine if there are some lights that municipalities do not want to convert; however, customers must elect to change at least 90 percent of their cobra head lights to be eligible for this option.

**Option B:** The customer will pay all upfront costs for labor, material and any other charges such as traffic control and permits for the conversion of the lights. The customer can choose which lights they want to convert (must be at least ten lights in an identifiable area), and Xcel Energy will work with the municipality to schedule conversions using existing street lighting crews as available.

## Q. How will the price compare to current rates?

- A. Customers can expect to see monthly savings from both Option A and Option B. The average savings for Option A are approximately 5-7 percent and for Option B, approximately 11-19 percent.

## Q. Will rebates be available?

- A. Xcel Energy is not offering rebates for company-owned LED street lighting. Because we are putting a program in place that supports similar product introductions across our entire eight-state territory, our volume purchasing power will provide customers with the most favorable price points and economic benefits.

For questions about Xcel Energy's LED Street Lighting program, contact Mail Dilworth at [mail.dilworth@xcelenergy.com](mailto:mail.dilworth@xcelenergy.com).

**Q. Are the new lights as bright as the old lights?**

A. Yes. The light output (or lumens) of the new LEDs is equivalent to that of older high pressure sodium vapor lights they would replace.

**Q. Will residents notice a difference in the light quality?**

A. Yes. Older residential street light technology often has an incredibly inefficient light pattern that causes glare. Residential LED street lighting has a more efficient lighting pattern that reduces glare and focuses the light directly on the area to be lit (typically corners and mid-block locations).

All of our LED lighting is also "Dark Sky" compliant which is a designation given to outdoor lighting fixtures that meet the International Dark Sky Association's requirements for reducing light pollution and minimizing glare, sky glow, spill light and obtrusive light.

**Q. When will the program be available?**

A. Depending on the Colorado Public Utilities Commission approval process, we anticipate LED street lights to be available for conversion in early 2016.

**Q. If our municipality is interested, what is our next step?**

A. Please have a municipal representative sign the Customer Option letter and submit it to:  
Xcel Energy, Outdoor Lighting Department  
Attn: Mailli Dilworth  
1123 West 3rd Avenue  
Denver, CO 80223



## Introducing Colorado's new LED Street Lighting Program

Xcel Energy has proposed a new voluntary program for Colorado municipalities offering several choices for replacing cobra head street lights with energy efficient LED (or light-emitting diode) street lights.

We are committed to helping our communities save energy and money—and LED street lights do both. Xcel Energy is making this investment in new technology in step with our commitment to support the energy goals of the communities we serve.

LED street lights produce more light per watt of power consumed than conventional lights and have reduced maintenance costs. Plus, the cooler light emitted by LEDs provides a brighter, crisper aesthetic.

If your municipality is interested in participating in this program, here is what we would need from you: A municipal representative must respond in writing with your program selection by Dec. 31, 2016. This will allow Xcel Energy time to work with you to plan for the most efficient implementation schedule.

### Make the choice that works for you:

#### Choose Option A: Zero upfront costs to you

- Xcel Energy pays 100% of the costs to convert your cobra head fixtures to new, energy efficient LED fixtures.
- Customers participating in this option must convert at least 90% of the cobra head street lights in their municipality.
- Once the new LED street lights are operational, customers pay a monthly rate. For pricing, refer to Schedule SL, Option A LED Service Option Charge.
- Xcel Energy will meet with you to discuss the conversion schedule and specific areas that you want (or do not wish) to convert.
- An Xcel Energy team member will work directly with you to coordinate processes and timing of the conversion.
- Dedicated crews will convert the street lights according to the schedule.

#### Choose Option B: Flexible upgrade plan

- The customer pays 100% of the conversion costs for new LED fixtures, plus the cost of retiring cobra head fixtures and lamps.
  - This non-refundable contribution will be billed to the customer after conversion begins, in 90-day intervals.
  - Conversion costs are calculated using labor, materials, and vehicle charges specified in Xcel Energy's electric tariff (for Maintenance Charges for Street Lighting Service).
- Once the new LED street lights are operational, the customer pays a monthly rate. For pricing, refer to Schedule SL, Option B LED Service Option Charge.
- Customers can identify specific locations where conversions will take place over a five-year period, provided that each conversion project includes a minimum of ten street lights in a clearly delineated area.
- An Xcel Energy team member will work directly with you to coordinate processes and timing of the conversion.
- Xcel Energy will use regular Outdoor Lighting maintenance crews to convert the street lights. Installation will be subject to crew availability.

#### Choose to Opt Out: This is a voluntary program, and municipalities can also choose not to participate

Again, municipalities must note their choice in writing by Dec. 31, 2016. Questions? You can review our Frequently Asked Questions fact sheet or contact Maili Dilworth at [maili.dilworth@xcelenergy.com](mailto:maili.dilworth@xcelenergy.com). Information is also available on [xcelenergy.com](http://xcelenergy.com).

We are excited about the potential for this new program, and look forward to hearing from you!

—The Xcel Energy Outdoor Lighting Team



## Colorado LED Street Light Program: An overview

**STEP 1:** Municipality selects their preferred option and submits their request in writing to Xcel Energy.

- You may note your choice below and send us your completed form.
- Municipalities must submit their request by Dec. 31, 2016.

**STEP 2:** Xcel Energy's LED street light team contacts you to discuss the conversion schedule.

**STEP 3:** Xcel Energy orders materials, identifies staging areas.

**STEP 4:** Xcel Energy crews complete installations according to the schedule.

**STEP 5:** *For Option B Only:* Xcel Energy bills the customer for material, labor and ancillary services.

**STEP 6:** Customer is moved to appropriate new street light billing rate.



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### **LED Street Light: Option Selection Form (to be completed by a municipal representative)**

**Return completed form to:**

**Xcel Energy LED Outdoor Street Lighting, ATTN: Maili Dilworth, 1123 West 3rd Avenue, Denver, CO 80223**

Municipality: \_\_\_\_\_

Municipal Representative:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Work Mailing Address

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone Number

Please select your choice for program participation:

- Option A: Zero upfront costs
- Option B: Flexible upgrade plan
- Choose not to participate

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Please keep a copy of this letter on file for your future reference.*



# TOWN OF FAIRPLAY

\*These are average estimated costs that will fluctuate. We will bill on actual costs using tariff maintenance rate after work is complete\*  
 \*\*The cobrahead style fixture counts are estimated and may vary\*\*

HPS		LED Equivalent		AVG MONTHLY SAVINGS PER FIXTURE		LABOR & MATERIAL COST	
Wattage	SL Rate	Wattage	Monthly Rate	Monthly \$ Savings per Fixture	Monthly Energy kWh Savings per Fixture	Estimated Cost of Each Fixture & Installation*	Total Cost
70 Watt (7 Lumens)	\$15.82	29 Watt (2,750 Lumens)	\$15.77	\$0.05	14.745	\$0.00	\$0.00
100 Watt (6,000 Lumens)	\$16.89	39 Watt (4,000 Lumens)	\$16.21	\$0.68	27.1	\$0.00	\$0.00
150 Watt (6,000 Lumens)	\$18.65	65 Watt (6,000 Lumens)	\$17.30	\$1.35	36.8	\$0.00	\$0.00
250 Watt (4,000 Lumens)	\$22.66	155 Watt (4,000 Lumens)	\$21.40	\$1.26	52.7	\$0.00	\$0.00
400 Watt (25,000 Lumens)	\$28.64	246 Watt (25,000 Lumens)	\$27.30	\$1.34	81.8	\$0.00	\$0.00
<b>TOTAL AVG. MONTHLY RATE SAVINGS FOR ALL ELIGIBLE LIGHTS</b>							
Wattage	# Fixtures**	Monthly \$ Savings	Monthly Energy kWh Savings	Monthly CO2 lbs avoided	Estimated Cost of Each Fixture & Installation*	Total Cost	
70 Watt → 7 LED	0	\$0.00	0	0	\$0.00	\$0.00	
100 Watt HPS → 39 Watt LED	43	\$79.24	1165.3	1708.3298	\$0.00	\$0.00	
150 Watt HPS → 65 Watt LED	6	\$0.00	0	0	\$0.00	\$0.00	
250 Watt HPS → 155 Watt LED	2	\$2.52	105.4	154.5164	\$0.00	\$0.00	
400 Watt HPS → 246 Watt LED	0	\$0.00	0	0	\$0.00	\$0.00	
<b>Total</b>	<b>48</b>	<b>\$81.76</b>	<b>1270.7</b>	<b>1862.8462</b>	<b>\$0.00</b>	<b>\$0.00</b>	

Note: Carbon emissions avoided calculated using 2014 Xcel Energy Corporate Responsibility Report (lbs/kWh) for Colorado Region (1.466 lbs/kWh)

HPS		LED Equivalent		AVG MONTHLY SAVINGS PER FIXTURE		LABOR & MATERIAL COST	
Wattage	SL Rate	Wattage	Monthly Rate	Monthly \$ Savings per Fixture	Monthly Energy kWh Savings per Fixture	Estimated Cost of Each Fixture & Installation*	Total Cost
70 Watt (7 Lumens)	\$15.82	29 Watt (2,750 Lumens)	\$14.27	\$1.55	14.145	\$0.00	\$0.00
100 Watt (6,000 Lumens)	\$16.89	39 Watt (4,000 Lumens)	\$14.68	\$2.21	27.1	\$0.00	\$0.00
150 Watt (6,000 Lumens)	\$18.65	65 Watt (6,000 Lumens)	\$15.62	\$3.03	36.8	\$0.00	\$0.00
250 Watt (4,000 Lumens)	\$22.66	155 Watt (4,000 Lumens)	\$18.97	\$3.69	52.7	\$0.00	\$0.00
400 Watt (25,000 Lumens)	\$28.64	246 Watt (25,000 Lumens)	\$23.99	\$4.65	81.8	\$0.00	\$0.00
<b>TOTAL AVG. MONTHLY SAVINGS FOR ALL ELIGIBLE LIGHTS</b>							
Wattage	# Fixtures**	Monthly \$ Savings	Monthly Energy kWh Savings	Monthly CO2 lbs avoided	Estimated Cost of Each Fixture & Installation*	Total Cost	
70 Watt → 7 LED	0	\$0.00	0	0	\$0.00	\$0.00	
100 Watt HPS → 39 Watt LED	43	\$95.03	1165.3	1708.3298	\$0.00	\$0.00	
150 Watt HPS → 65 Watt LED	2	\$0.00	0	0	\$0.00	\$0.00	
250 Watt HPS → 155 Watt LED	2	\$7.38	105.4	154.5164	\$0.00	\$0.00	
400 Watt HPS → 246 Watt LED	0	\$0.00	0	0	\$0.00	\$0.00	
<b>Total</b>	<b>45</b>	<b>\$102.41</b>	<b>1270.7</b>	<b>1862.8462</b>	<b>\$0.00</b>	<b>\$0.00</b>	

Note: Carbon emissions avoided calculated using 2014 Xcel Energy Corporate Responsibility Report (lbs/kWh) for Colorado Region (1.466 lbs/kWh)

Option	Yearly Rate Savings	Savings Difference	# of years for return on investment
Option A	\$381.12		
Option B	\$1,228.92	\$847.80	
Option C	\$11,465.00	\$11,465.00	13.52



## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Tina Darrah, Town Administrator/Clerk  
**RE:** Resolution Approving PIIIP Agreement with Bobby McCall  
**DATE:** October 31, 2016

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This resolution approves an agreement with Bobby McCall for the McCall Residence Exterior Project. Staff has reviewed the application and found it in compliance with the PIIIP rules and regulations.

This application is for \$678 towards replacing the windows and siding at the property located at 790 Bogue Street as shown in the attached agreement. The property has paid in \$678 in property taxes to the Town of Fairplay over the last five years. You have \$3,889 left in your PIIIP line item for 2016. The application shows the project materials and labor estimated at \$42,000. Staff recommends approval.

Approval of this will require a motion, second and roll call vote.

**TOWN OF FAIRPLAY, COLORADO**  
**RESOLUTION NO. 2016- 22**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND BOBBY MCCALL FOR THE MCCALL RESIDENCE EXTERIOR PROJECT.**

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

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

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

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

**RESOLVED, APPROVED, and ADOPTED** this 7th day of November, 2016.

**TOWN OF FAIRPLAY, COLORADO**

(Seal)

\_\_\_\_\_  
Gabby Lane, Mayor

ATTEST:

\_\_\_\_\_  
Tina Darrah, Town Clerk

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT  
(McCall Residence Exterior Project)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (McCall Residence Exterior Project) (hereafter referred to as the "McCall Residence Exterior Project PIP Agreement") is made and executed this 7th day of November, 2016, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Bobby McCall, (hereafter referred to as the "Owner").

**WITNESSETH**

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 790 Bogue Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by **Replacing the Existing Windows and Siding** which improvement will enhance the appearance of the Property and of the Town; and

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

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

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

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

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

2. **Scope of Work.** The parties hereby mutually agree that Owner shall construct, or cause to be constructed, the improvements to the Property set forth in **Exhibit A** hereto (the "Work" or the "Project"). Such work shall be completed to the reasonable satisfaction of the Town prior to any reimbursement pursuant to this PIP Agreement. Any change in the Scope of Work shall require the prior written approval of the Town and may result in a decrease in the amount of the reimbursement should the Town reasonably determine that the change diminishes the cost or value of the improvements. The construction or installation of the improvements shall commence no later than November 1, 2016, and shall be completed no later than June 1, 2017. Should the work not commence or not be completed by the dates specified above this PIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

10/31/16  
PIP AGREEMENT MCCALL.DOC

3. **Cost of Project.** The estimated cost of the Project is Forty-two Thousand Dollars (\$42,000).

4. **Contractor.** The contractor performing the Work is Colorado Window Source, whose address is 7132 E. County Line Road, Highlands Ranch, CO 80126. Any change of contractor shall require prior Town approval.

5. **Property tax rebate and matching funds.** The parties hereby mutually agree that the maximum amount of real property taxes to be rebated to Owner by the Town shall be Six Hundred and Seventy-Eight Dollars (\$678.00) and that such amount does not exceed the amount of real property taxes paid on the Property to the Town during the preceding five years. Owner shall pay not less than an amount equal to fifty percent (50%) of the total cost of the Project. Should the cost of the Project decrease during the Work the property tax rebate provided by the Town shall be reduced to assure that the Owner contributes at least fifty percent (50%) of the total cost of the Project.

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

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

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

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

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

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

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

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

With a copy to:       Lee Phillips  
                              PO Box 1046  
                              Fairplay, CO 80440

To the Owner:         Bobby McCall  
                              PO Box 133  
                              Fairplay, CO 80440

EXECUTED the day and year first above-written.

THE TOWN OF FAIRPLAY, COLORADO

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Gabby Lane, Mayor

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Tina Darrah, Town Clerk

OWNER:

---

Bobby McCall

10/19/16

PO Box 1046  
Fairplay, CO 80440

To the Owner: Bobby McCall

PO Box 133  
Fairplay, CO 80440

EXECUTED the day and year first above-written.

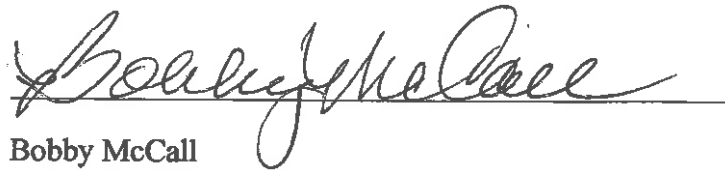
THE TOWN OF FAIRPLAY, COLORADO

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Gabby Lane, Mayor

Tina Darrah, Town Clerk

OWNER:

  
Bobby McCall



TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

Name of Applicant (Must be Property Owner): BOBBY McCALL

Property Address: 790 ROGUE ST FAIRPLAY CO 80440

Mailing Address: PO Box 133 FAIRPLAY CO 80440

Phone: 719 836 3216

Email: bobbybobbymc@gmail.com

Description of Project (attach photo of current property/project area, description and/or drawings of proposed improvements, estimates/bids, further narrative if needed, etc.):

REPLACE EXISTING WINDOWS @ \$20,000

REPLACE EXISTING SHINGS @ \$22,000

Estimated Cost of Project: \_\_\_\_\_

Amount of PIIP Funds Applied for (cannot exceed amount of property tax paid to the Town of Fairplay over the last five years): \$1678.00

Amount of Matching Funds from Applicant (must be at least 50% of the cost of the project): \_\_\_\_\_

\$40,000+

Upon submission of this completed application a meeting will be scheduled for you to meet with the Town Staff regarding your application and the program.

By signing this application you certify that you have received and read the rules and regulations of the PIIP Program - Ordinance No. 1, 2014.

Applicant signature: Bobby McCall Date: 10/17/16





**Showroom**  
 7132 E. County Line Road  
 Highlands Ranch, CO 80126  
 720-200-2700  
 Fax 720-489-7800

**Production Office**  
 1390 W. Evans Ave. Bldg 1 Unit D  
 Denver, CO. 80223  
 720-200-2810  
 Fax 720-200-2811

www.cbloradowindowsource.com info@coloradowindowsource.com

## Colorado Window Source has Denver's Best Price, Choice & Fit for Windows, Siding, Blinds & Doors

Name: Bobby McCall Phone (Day): (719) 696-3216  
 Address: 790 Boque St. Phone (Mrs.): \_\_\_\_\_  
 City: Fairplay State: CO Zip: 80440 Phone (Mr.): \_\_\_\_\_  
 County: Park Email: bobbybobbymc@gmail.com

### WINDOW/DOOR ESTIMATE SPECIFICATIONS

	Windows	Patio Doors	Entry Doors	Blinds	Other
Manufacturer	Sunrise	Sunrise	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Model	Vanguard	Vanguard	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Quantity	20	1	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX

**Project Description / Options**  
 See project build for details.  
 Price includes all relevant taxes, tests and permits  
 Remove and dispose of existing windows and doors  
 Install new windows and doors to manufacturer and CWS specifications (includes professional measurement and install— Pocket install inside existing frame— Knock off brickmould in anticipation of siding project. No coil wrap necessary)  
 Leave job-site clean and orderly  
 \*price quoted is cash/check price

Windows Omitted:  All Not Listed Year Home Built 1981  Lead Test Required  
 Standard Install\*  Custom installation  Lead safe installation

## BUY WHAT IS TRU!

- Our Tru-Lower Price Guarantee**
- You will always receive our best competitive estimate and guaranteed price.
  - You can expect a simple, fast, and comfortable experience with our "Quick Quote" service in 30 minutes or less.

- Our Tru-Choice Promise**
- We offer the most extensive and modern choices in color and style.
  - Our wood finishes are popular in today's home designs.

- Our Tru-Fit Promise**
- Precise measuring ensures the right fit.
  - Conscientious installation maximizes your energy savings.
  - Expert installation you can trust.

**Tru-Warranty Includes 90 day, 6 month and 1 year inspection**

### TRU-PRICE

Project Price \$	21,445.00
Promo Discount \$	1,500.00
Discounted Price \$	19,945.00

With approved credit, you can complete this project for the low monthly payment of approximately \$ \_\_\_\_\_

We accept cash/check/ and offer financing options.  
 All discounts applied. Permit and/or lead test fee, if required, is included.

**Ask about our lower price guarantee.**

Submitted By Paolo Durocher Estimate Valid Until 10/22/2016 Date 9/22/2016

**Colorado Window Source Inc.**

27/50

\*Standard install is the removal of aluminum windows and install of new vinyl with no new trim or lead safe work practice.



ReferralList.com





## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Tina Darrah, Town Administrator/Clerk  
**RE:** Resolution Approving PIIP Agreement with Jake Tetreault  
**DATE:** November 2, 2016

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This resolution approves an agreement with Jake Tetreault for the Even in the End Exterior Project. Staff has reviewed the application and found it in compliance with the PIIP rules and regulations.

This application is for \$4,736 towards exterior improvements at the property located at 889 Steinfeld Parkway as explained in detail in the attached application. The project consists of painting the building, removing the container in the parking lot and repaving that area, removing the existing entryway and replacing with grating for drainage, replacing the exterior steps to the taxidermy shop, installing an exterior light pole, and removing and replacing the existing wooden fence. The property has paid in \$4,736 in property taxes to the Town of Fairplay over the last five years. The application shows the project materials and labor estimated at \$14,800. You have \$3,211 left in your PIIP line item for 2016 (after funding the McCall PIIP). If the Board wants to approve this PIIP the budget can be amended to have a total expenditure in this line item of \$11,525 – the original budget for 2016 was \$10,000.

Jake was unable to get formal bids by the deadline for your packets, I explained to him that if the Board were to approve the PIIP it would be contingent on Staff receiving those final bid/estimate documents. The numbers in the application are verbal estimates that Jake received from the various contractors bidding the different aspects of this project.

Staff recommends approval of the full amount, contingent on receiving the necessary bid/estimates to make the application complete.

Approval of this will require a motion, second and roll call vote.

**TOWN OF FAIRPLAY, COLORADO**  
**RESOLUTION NO. 2016-23**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND JAKE TETREAULT FOR THE EVEN IN THE END EXTERIOR PROJECT.**

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

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

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

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

**RESOLVED, APPROVED, and ADOPTED** this 7th day of November, 2016.

**TOWN OF FAIRPLAY, COLORADO**

(Seal)

\_\_\_\_\_  
Gabby Lane, Mayor

ATTEST:

\_\_\_\_\_  
Tina Darrah, Town Clerk



**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT  
(EVEN IN THE END Exterior Project)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (Even in the End Exterior Project) (hereafter referred to as the "Even in the End Exterior Project PIIP Agreement") is made and executed this 7th day of November, 2016, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Jake Tetreault, (hereafter referred to as the "Owner").

**WITNESSETH**

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 889 Steinfelt Parkway, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by **painting the building, removing the container in the parking lot and repaving that area, removing the existing entryway and replacing with grating for drainage, replacing the exterior steps to the taxidermy shop, installing an exterior light pole, and removing and replacing the existing wooden fence**, which improvement will enhance the appearance of the Property and of the Town; and

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

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

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

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

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

2. **Scope of Work.** The parties hereby mutually agree that Owner shall construct, or cause to be constructed, the improvements to the Property set forth in **Exhibit A** hereto (the "Work" or the "Project"). Such work shall be completed to the reasonable satisfaction of the Town prior to any reimbursement pursuant to this PIIP Agreement. Any change in the Scope of Work shall require the prior written approval of the Town and may result in a decrease in the amount of the reimbursement should the Town reasonably determine that the change diminishes the cost or value of the improvements. The construction or installation of the improvements shall commence no later

than November 1, 2016, and shall be completed no later than January 31, 2017. Should the work not commence or not be completed by the dates specified above this PPIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

3. **Cost of Project.** The estimated cost of the Project is Fourteen Thousand Eight Hundred Dollars (\$14,800).

4. **Contractor.** The work is being performed by several independent contractors, all contractors must be approved by Town Staff.

5. **Property tax rebate and matching funds.** The parties hereby mutually agree that the maximum amount of real property taxes to be rebated to Owner by the Town shall be Four Thousand Seven Hundred and Thirty-Six Dollars (\$4,736.00) and that such amount does not exceed the amount of real property taxes paid on the Property to the Town during the preceding five years. Owner shall pay not less than an amount equal to fifty percent (50%) of the total cost of the Project. Should the cost of the Project decrease during the Work the property tax rebate provided by the Town shall be reduced to assure that the Owner contributes at least fifty percent (50%) of the total cost of the Project.

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

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

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

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

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

11. **Amendments.** This PPIP Agreement shall be subject to amendment only by a written instrument executed by each party. Any such amendment shall require the approval by the Town Board of the Town of Fairplay



at a regular or special meeting of the Town Board, and execution thereof by the Mayor and attestation by the Town Clerk.

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

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

With a copy to:       Lee Phillips  
                              PO Box 1046  
                              Fairplay, CO 80440

To the Owner:         Jake Tetreault  
                              PO Box 1424  
                              Fairplay, CO 80440

EXECUTED the day and year first above-written.

THE TOWN OF FAIRPLAY, COLORADO

---

Gabby Lane, Mayor

---

Tina Darrah, Town Clerk

OWNER:

---

Jake Tetreault

11/3/16

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

Name of Applicant (Must be Property Owner): Jake Tetreault

Property Address: 889 Steinfeld Parkway

Mailing Address: P.O. # 1424 Fairplay, Co

Phone: (719) 836 \* 3155 (80440)

Email: jaketnt@hotmail.com

Description of Project (attach photo of current property/project area, description and/or drawings of proposed improvements, estimates/bids, further narrative if needed, etc.):

① COMPLETE PAINTING OF BUILDING STRUCTURE OF  
\$5500-6000 889 STEINFELT PARKWAY (SAND & HAND PAINT)

② REMOVE CONTAINER & DIG 6" REMOVAL OF ROCK BASE  
\$3500 AND REPAVE 35' x 17' AREA WITH RECYCLED ASPHALT

③ REMOVE EXISTING ENTRY WAY (WOOD) WITH METAL GRATING  
\$3000 FOR BETTER DRAINAGE - REPLACE STEPS TO TAXIDERMY

Estimated Cost of Project: \$14,800

Amount of PIIP Funds Applied for (cannot exceed amount of property tax paid to the Town of Fairplay over the last five years): \$4,736

Amount of Matching Funds from Applicant (must be at least 50% of the cost of the project):  
\$10,064

Upon submission of this completed application a meeting will be scheduled for you to meet with the Town Staff regarding your application and the program.

By signing this application you certify that you have received and read the rules and regulations of the PIIP Program - Ordinance No. 1, 2014.

Applicant signature: Jake Tetreault Date: 11 / 1 / 16

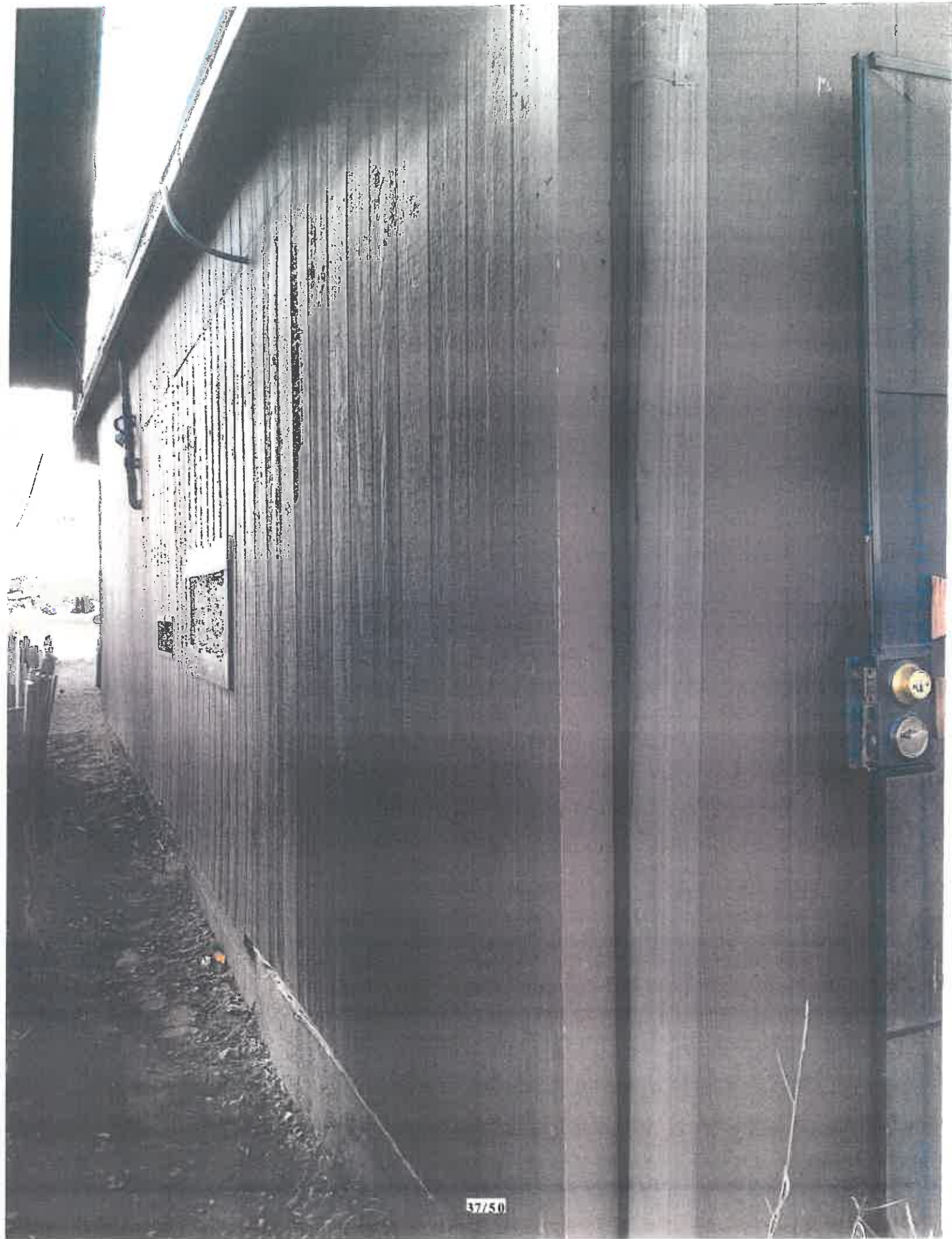
④ INSTALL LITE/SIGN POLE FROM BERRY/BERRY ON S/W END  
\$1000 OF PARKING LOT TO LIGHT THE PARKING LOT  
⑤ REMOVE OLD WOODEN FENCE & REPLACE WITH NEW FENCING \$1800





36/50





3750

HOME  
END  
RE  
*stalled*  
*red*







# LIQUOR STORE

HIGH ALTITUDE  
SPIRITS

'Hang-overs' Installed and Serviced

weiser



BUD LIGHT WELCOME HALLOWEEN SPECIAL BUY 2 GET 1 FREE



BUD LIGHT

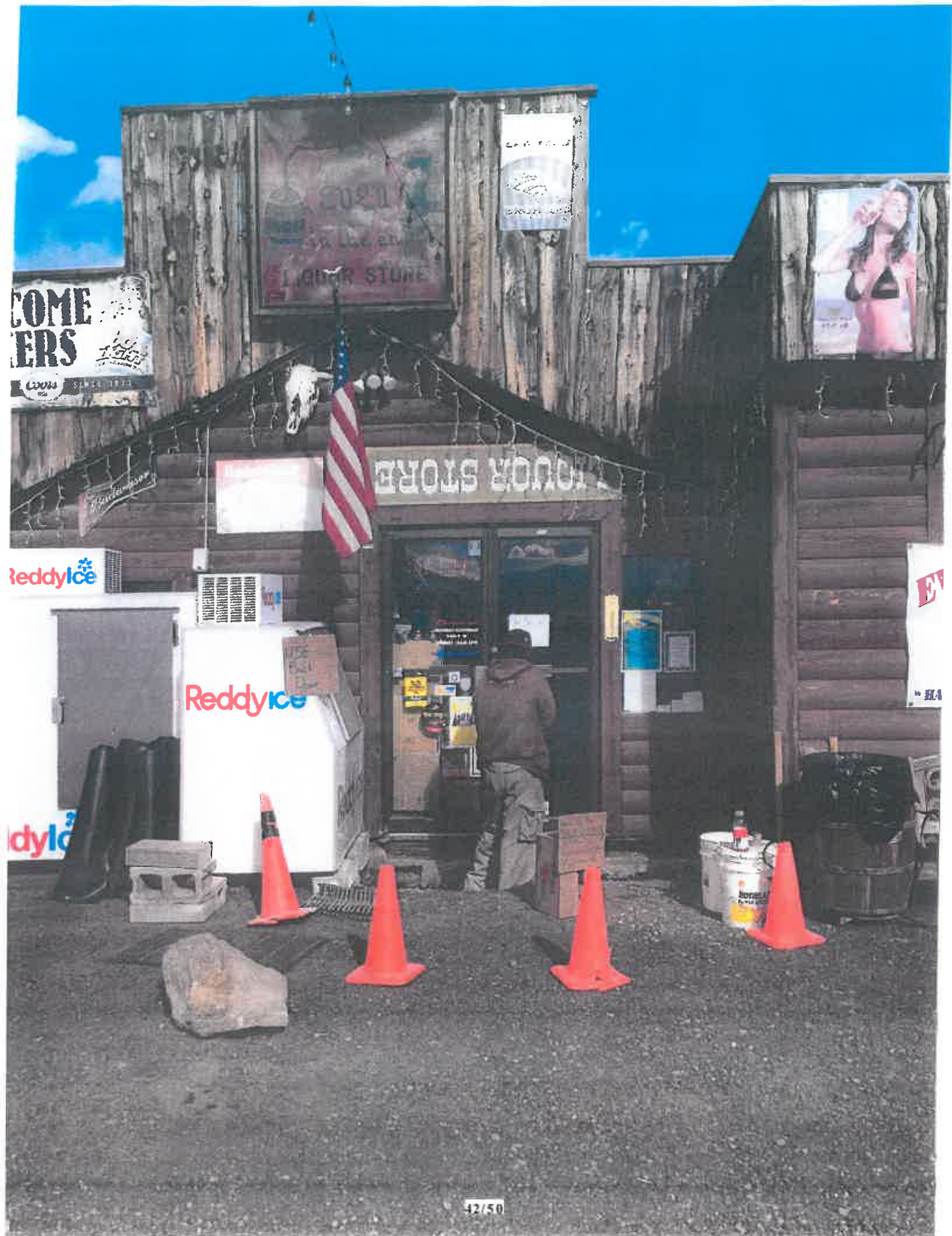
FAT TIRE

The logo for Fat Tire beer, featuring a bicycle with a large red tire and a red beer can.









COMERS  
ERS

TRUCK STORE

TRUCK STORE

ReddyIce

ReddyIce

ReddyIce

EV  
HA









**The Phillips Law Offices, LLC**  
**Attorneys at Law**

*Providing Over 37 Years of Legal Services*

675 Main Street  
P.O. Box 1046  
Fairplay, CO 80440  
Telephone: (719) 836-9005  
Facsimile: (719) 836-9010  
*Lee@law-hcp.com*

November 1, 2016

Mayor and Board of Trustees  
Town of Fairplay  
PO Box 267  
Fairplay, CO 80440

**Re: Engagement Letter**

Dear Mayor and Trustees:

For the first time in over eight years, I am reluctantly increasing the hourly rate charged by The Phillips Law Offices, LLC to the firm's local government clients. Effective January 1, 2017 the firm's hourly rate for local government legal services will increase from \$175.00 to \$200.00 per hour. I hope you will agree that this fairly modest fee increase is appropriate after all this time and that the new hourly rate is still extremely reasonable.

Attached please find a proposed new engagement letter between the Town and The Phillips Law Offices, LLC.

It is a pleasure and an honor to serve as your Town Attorney.

Very truly yours,

A handwritten signature in black ink, appearing to read "Herbert C. Phillips". The signature is written in a cursive style with a prominent initial "H".

Herbert C. Phillips  
[Lee@law-hcp.com](mailto:Lee@law-hcp.com)

cc: Tina Darrah, Town Administrator

## AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between THE PHILLIPS LAW OFFICES, LLC and Herbert C. Phillips thereof, attorneys at law, (hereinafter referred to as "Attorney"), and the TOWN OF FAIRPLAY, COLORADO, (hereinafter referred to as the "Town").

### RECITALS

WHEREAS, the Town is desirous of contracting for its legal services; and

WHEREAS, The Phillips Law Offices, LLC, and Herbert C. (Lee) Phillips, are attorneys authorized to practice law in the State of Colorado.

### AGREEMENT

1. Attorney shall furnish all legal services required by the Town except, however, said Attorney will be responsible for legal liaison and coordinating duties with respect to legal specialists as authorized or required by the Town.
2. Attorney will supply the secretarial and other support staff services necessary to render the services the Town requires by this Agreement.
3. Attorney will supply the office furniture, law books, fixtures, and telephone service necessary to render the services to the Town required by this Agreement. Law books and/or other items purchased or furnished for Attorney's use by the Town will remain the property of the Town at the end of Attorney's tenure as Attorney to the Town.
4. Attorney shall maintain professional liability insurance in an amount no less than one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000) per occurrence.
5. Attorney is acting as an independent contractor; therefore, the Town will not be responsible for FICA taxes, health or life insurance, vacation, or sick time. The position contracted for herein shall not be a full-time position.
6. Attorney agrees to:
  - a. Attend meetings of the Town Board of Trustees and other boards and commissions of the Town as directed.
  - b. As directed, attend meetings and conferences with Town staff and officers.

- c. Perform all duties required by the ordinances of the Town and by state and federal law.
- d. Provide timely attention to and advice with regard to compliance with all applicable law.
- e. As directed, represent the Town in its dealings with others.
- f. As directed, represent the Town in litigation in which it may be involved.

7. The Town shall pay for the services provided herein by payment of an hourly fee in the amount of Two Hundred Dollars (\$200.00) per hour, payable monthly following submission of itemized statements to the Town.

8. The Town will pay, in addition to payment of legal fees, the actual amount of all filing fees, bonds, witness fees, deposition costs, long distance telephone charges, reproduction costs, postage, computer research costs, and similar expenses incurred by Attorney on behalf of the Town.

9. This Agreement may be terminated by either party upon thirty (30) days' written notice.

10. This Agreement shall become effective January 1, 2017 for an indefinite term at the pleasure of the Town.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TOWN OF FAIRPLAY

Attest:

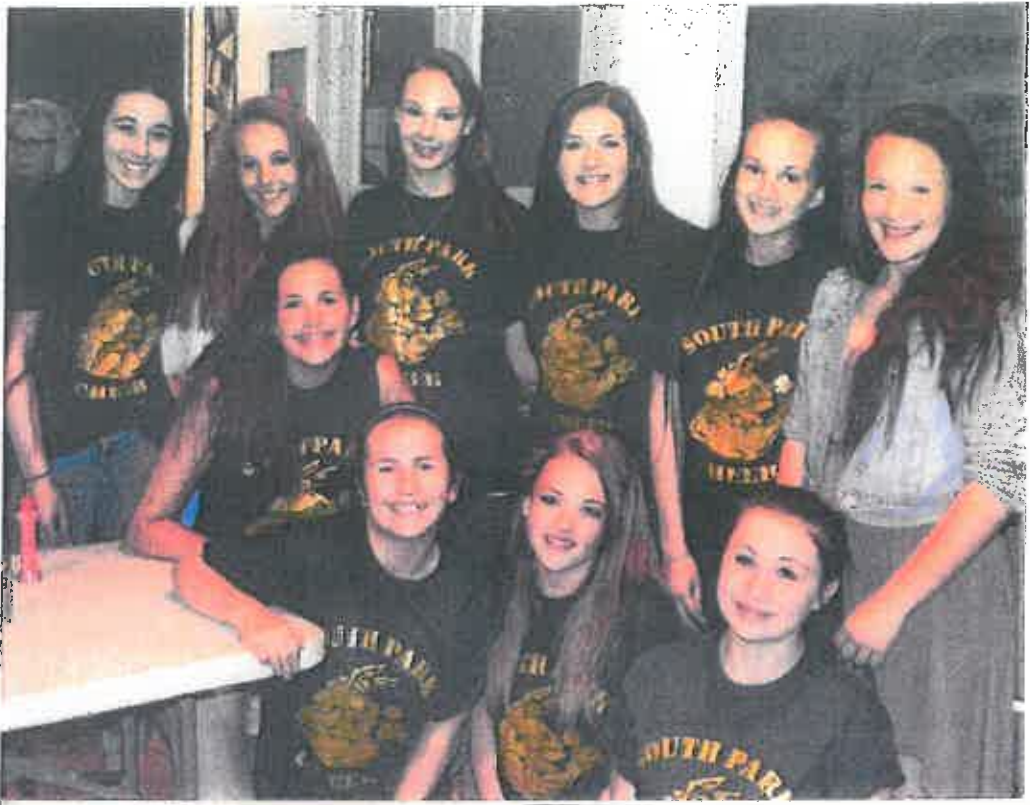
By: \_\_\_\_\_  
Gabby Lane, Mayor

\_\_\_\_\_  
Tina Darrah, Town Clerk

THE PHILLIPS LAW OFFICES, LLC

By: \_\_\_\_\_  
Herbert C. Phillips





# Thank You!

Thanks  
a bunch!  
Suzanne

Thank you  
for  
your  
support  
thanks  
Abby

Thank you  
so so  
much!  
Thanks  
Morrise  
Rocky  
-Mary

Thank you!  
Thanks!  
Reather  
-Shelly

Thanks  
-Emme  
Thank  
you!  
-Liam

Town of Fairplay,

Thank you for supporting  
our team, and letting them  
make their homecoming Amazing!  
The "Burro" Shoes on the road  
was a big hit.

Thank you  
Jane & Jessie

