

**AGENDA**

**for the Board of Trustees of the Town of Fairplay, Colorado  
 Monday, June 19, 2017 at 6:00 p.m. at the Fairplay Town Hall Meeting Room  
 901 Main Street, Fairplay, Colorado**

- I. CALL TO ORDER WORK SESSION @ 6:00 P.M.**
  - A. CDOT Presentation on Bustang Outrider Service
  - B. Boys & Girls Club Presentation on Protection from Child Predators
- II. CALL TO ORDER REGULAR MEETING @ 7:00 P.M. OR IMMEDIATELY FOLLOWING WORK SESSION**
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**
- V. APPROVAL OF AGENDA**
- 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 EXPENDITURES** – Approval of bills of various Town Funds in the amount of \$141,880.02
  - B. Approval of Documents Related to Purchase of Water Rights from Lone Rock H2O, LLC
- VII. CITIZEN COMMENTS**
- VIII. PRESENTATION** – of Checks to Non-Profit Partners that Participated in the Gold Rush Local's Party
  - A. **PUBLIC HEARING- CONTINUED** - Should the Board Approve Adoption of Resolution No. 11, series of 2017, 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 COLORADO NATURAL GAS.?"
- IX. UNFINISHED BUSINESS**
  - A. Other Discussion Items
- X. NEW BUSINESS**
  - A. Discussion/ Approval of Engineering Services Proposal for a Water Distribution Analysis in Regards to Whispering Aspens Water System
  - B. Presentation and Acceptance of 2016 Audits
  - C. Other New Business
- XI. STAFF AND COMMITTEE REPORTS**
- XII. ADJOURNMENT**

**Upcoming Meetings/Important Dates:**

TGIFairplay Free Concert on Front Street w/ Split Window, Beach Party & Pig Roast	June 23, 2017 @ 6 p.m.
South Park Settler's Day @ South Park City Museum	June 24, 2017
Independence Day Celebration in Fairplay w/ Richie Law Concert & Fireworks	July 4, 2017 from 11 a.m. to 10 p.m.
Sheep Mountain 50 Mile Endurance Run	July 8, 2017
Park County Fair	July 12 – 16, 2017
Board of Trustees Meeting	July 17, 2017 @ 7 p.m.
South Park Throw Down (3 <sup>rd</sup> Annual)	July 22, 2017
TGIFairplay Free Concert on 5 <sup>th</sup> Street w/ Ronnie Raygun & the Big 80s Band	July 28, 2017 @ 6 p.m.
Burro Days (69 <sup>th</sup> Annual)	July 28 – 30, 2017

**This Agenda May Be Amended.**

*Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Friday, June 16, 2017*





## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Tina Darrah, Town Administrator  
**RE:** Presentation by CDOT Regarding the Bustang Program  
**DATE:** June 15, 2017

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Brenda Tierney has requested time on your agenda to present information in regards to CDOT's Bustang program. Their goals for the presentation include introducing the new Pueblo to Gunnison outrider service, providing information on the current plans and timing, and gathering input/feedback on the planned service and bus stop location in Fairplay.





## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Tina Darrah, Town Administrator  
**RE:** Presentation by Welles Tonjes on Behalf of Boys and Girls Club  
**DATE:** June 15, 2017

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Welles Tonjes has requested time on your agenda to present information in regards to the Boys and Girls Club Child Predator Protection program. I have included the outline they have provided for the presentation.

# Child Predators and Protection from Child Predators

June 5, 2017

- I. Introduction - presenters' background
- II. Definitions
  - A. Child Predator
  - B. Media
- III. 10 Dangerous Aps for Kids
- IV. Additional Dangerous Aps for Kids
- V. Grooming and Subliminal Suggestion
- VI. Protection and Preventive Measures
- VII. Conclusion



## MEMORANDUM

**TO:** Mayor and Board of Trustees

**FROM:** Kim Wittbrodt, Treasurer

**RE:** Staff Report

**DATE:** 6/15/2017

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**Agenda Item:** Bills

Attached is the list of invoices paid through June 15, 2017.

Total Expenditures: \$141,880.02

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
06/01/2017	12677	UMB Bank	sewer loan	1	05/08/2017	76,418.75	617502
Total 70:						76,418.75	
06/09/2017	12686	American Water Works As	membership fee	1	04/23/2017	315.00	507230
Total 78:						315.00	
06/01/2017	12686	Boys & Girls Club	prepayment for gold rush <i>food</i>	1	06/01/2017	1,709.00	105170
Total 200:						1,709.00	
06/01/2017	12667	Burnett Land Surveying	Field Survey & plat	1	05/22/2017	975.00	105890
Total 269:						975.00	
06/01/2017	12668	Caselle, Inc	Software Support	1	05/01/2017	439.50	105060
06/01/2017	12668		Software Support	2	05/01/2017	219.75	507360
06/01/2017	12668		Software Support	3	05/01/2017	219.75	617360
Total 334:						879.00	
06/07/2017	12683	Cash	change for concert	1	06/07/2017	400.00	101002
Total 340:						400.00	
06/09/2017	12688	Fairplay Flume	legal ads	1	05/31/2017	10.32	617330
06/09/2017	12688		legal ads	2	05/31/2017	59.40	108125
Total 868:						69.72	
06/09/2017	12694	Mountain View Waste	2 yd 2 monthly	1	05/31/2017	75.00	617167
Total 1414:						75.00	
06/14/2017	7311515	Park County Clerk & Recor	Recording fees	1	06/14/2017	54.00	105105
Total 1558:						54.00	
06/13/2017	12708	Postal Pros Southwest, Inc	water billing	1	06/09/2017	147.96	507310
06/13/2017	12708		water billing	2	06/09/2017	147.97	617310
Total 1699:						295.93	
06/13/2017	12712	Town of Fairplay	water-san district	1	05/31/2017	36.00	617104
06/13/2017	12712		water/sewer usage-525 Ha	1	05/31/2017	177.05	105190
06/13/2017	12712		sewer-town hall	1	05/31/2017	65.00	105023
06/13/2017	12712		sewer-shop	1	05/31/2017	65.00	105650
06/13/2017	12712		sewer-shop	2	05/31/2017	65.00	507390
Total 2134:						408.05	
06/09/2017	12698	USABlueBook	supplies	1	05/26/2017	224.55	617130



Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
<b>Total 2176:</b>						<u>224.55</u>	
06/09/2017	12699	Utility Notification Center	RTL Transmissions	1	05/31/2017	36.25	507230
06/09/2017	12699		RTL Transmissions	1	05/31/2017	36.25	617340
<b>Total 2194:</b>						<u>72.50</u>	
06/01/2017	12678	Verizon Wireless	Police Air Cards	1	05/01/2017	120.03	105455
<b>Total 2212:</b>						<u>120.03</u>	
06/01/2017	12680	Xcel Energy	945 quarry road	1	05/12/2017	14.11	507185
06/01/2017	12680		901 main street	1	05/19/2017	162.40	105023
06/01/2017	12680		747 bogue	1	05/19/2017	10.54	105841
06/01/2017	12680		1800 cty road 659	1	05/19/2017	537.10	507390
06/01/2017	12680		117 silverheels road	1	05/19/2017	10.54	105841
06/01/2017	12680		fairplay sign #1	1	05/19/2017	10.95	105640
06/01/2017	12680		fairplay chlorinator	1	05/19/2017	90.06	507390
06/01/2017	12680		525 hathaway	1	05/19/2017	108.40	105180
06/01/2017	12680		sanitation	1	05/22/2017	3,759.02	617104
06/01/2017	12680		1190 castello	1	05/23/2017	127.06	507390
06/01/2017	12680		1190 castello	2	05/23/2017	127.07	105650
06/01/2017	12680		200 2nd street	3	05/23/2017	23.38	507390
06/01/2017	12680		157 6th street	4	05/23/2017	109.60	105640
06/01/2017	12680		156 5th street	5	05/23/2017	10.54	105640
06/01/2017	12680		589 platte drive	6	05/23/2017	10.78	105641
06/09/2017	12700		street lights	1	06/01/2017	237.97	105640
<b>Total 2296:</b>						<u>5,350.52</u>	
06/09/2017	12695	Newman Planning Inc.	planning	1	05/31/2017	1,031.50	105105
<b>Total 2315:</b>						<u>1,031.50</u>	
06/13/2017	12713	True Value	Supplies	1	05/28/2017	19.98	105670
06/13/2017	12713		Supplies	2	05/28/2017	10.76	105027
06/13/2017	12713		Supplies	3	05/28/2017	26.27	507160
06/13/2017	12713		Supplies	4	05/28/2017	11.85	507155
06/13/2017	12713		Supplies	5	05/28/2017	50.47	617140
06/13/2017	12713		Supplies	6	05/28/2017	89.99	617155
06/13/2017	12713		Supplies	7	05/28/2017	3.98	105170
06/13/2017	12713		Supplies	8	05/28/2017	29.98	105670
06/13/2017	12713		Supplies	9	05/28/2017	182.72	105150
06/13/2017	12713		Supplies	10	05/28/2017	53.44	105630
<b>Total 2405:</b>						<u>479.44</u>	
06/01/2017	12674	KONICA MINOLTA BUSIN	C364E Copier	1	05/17/2017	449.13	105032
<b>Total 2448:</b>						<u>449.13</u>	
06/09/2017	12693	Java Moose	Food for Volunteer Meeting	1	05/31/2017	84.00	105120
06/09/2017	12693		cups for concerts	1	06/03/2017	58.08	105150
06/09/2017	12693		plates for events	2	06/03/2017	12.94	105172

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2477:						155.02	
06/13/2017	12702	CARD SERVICES	food for meeting	1	06/01/2017	24.26	105630
06/13/2017	12702		refund	2	06/01/2017	299.00-	105670
06/13/2017	12702		backflow test kit	3	06/01/2017	786.33	507160
06/13/2017	12702		parts	4	06/01/2017	90.49	105625
06/13/2017	12702		water test	5	06/01/2017	75.00	507050
06/13/2017	12702		supplies	6	06/01/2017	70.45	105445
06/13/2017	12702		supplies	7	06/01/2017	2.85	105035
06/13/2017	12702		supplies	8	06/01/2017	7.20	105164
06/13/2017	12702		supplies	9	06/01/2017	70.42	105170
06/13/2017	12702		supplies	10	06/01/2017	177.59	105170
06/13/2017	12702		software	11	06/01/2017	89.99	105080
06/13/2017	12702		cml conference	12	06/01/2017	262.00	105015
06/13/2017	12702		supplies	13	06/01/2017	167.99	105170
06/13/2017	12702		supplies	14	06/01/2017	107.24	105171
06/13/2017	12702		supplies	15	06/01/2017	172.27	105630
06/13/2017	12702		supplies	16	06/01/2017	15.48	105070
06/13/2017	12702		supplies	17	06/01/2017	65.55	105070
Total 2503:						1,896.11	
06/01/2017	12665	American Legion	easter candy donation	1	06/01/2017	100.00	105175
Total 2526:						100.00	
06/09/2017	12687	CACP	Member Dues	1	06/01/2017	150.00	105460
Total 2539:						150.00	
06/09/2017	12692	High Country Engineering	street maintenance plan	1	06/01/2017	3,700.00	105670
Total 2603:						3,700.00	
06/01/2017	12669	CenturyLink	acct 719-836-4609 502B	1	05/19/2017	54.26	507320
06/01/2017	12669		alarm line-525 Hathaway	1	05/19/2017	35.65	105190
06/01/2017	12669		7198362445	1	05/19/2017	87.71	617320
06/01/2017	12669		7198362622355B	1	05/19/2017	434.37	105065
06/01/2017	12669		acct 82239760	1	05/23/2017	31.33	105065
Total 2614:						643.32	
06/01/2017	12673	Comm-One Inc.	phone system/computer ca	1	04/15/2017	3,646.34	105028
Total 2642:						3,646.34	
06/13/2017	12703	Colorado Natural Gas, Inc.	san office	1	06/01/2017	121.06	617104
06/13/2017	12703		sewer treatment plant	1	06/01/2017	1,520.66	617104
06/13/2017	12703		natural gas	1	06/01/2017	105.94	105023
06/13/2017	12703		natural gas-shop	1	06/01/2017	44.83	507390
06/13/2017	12703		natural gas-shop	2	06/01/2017	44.83	105650
06/13/2017	12703		525 hathaway	1	06/01/2017	194.20	105190
Total 2726:						2,031.52	
06/01/2017	12671	Collegiate Peaks Bank	loan number 170047001	1	06/01/2017	15,496.78	105020

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
<b>Total 2746:</b>						<b>15,496.78</b>	
06/09/2017	12691	ghVALLEY.NET	internet service	1	06/01/2017	20.08	105455
06/09/2017	12691		internet service	2	06/01/2017	20.08	105065
06/09/2017	12691		internet service	3	06/01/2017	20.08	105645
<b>Total 2753:</b>						<b>60.24</b>	
06/13/2017	12706	Mobile Record Shredders	record shredding	1	06/07/2017	9.00	105030
<b>Total 2793:</b>						<b>9.00</b>	
06/01/2017	12670	Chaffee County Waste	6 yd weekly	1	06/01/2017	100.00	105023
06/01/2017	12670		6 yd weekly	2	06/01/2017	100.00	105650
<b>Total 2801:</b>						<b>200.00</b>	
06/13/2017	12711	Teller County Waste	roll offs for town clean up	1	06/01/2017	8,000.00	105135
06/13/2017	12711		6 yd for rock & gem	1	06/06/2017	236.95	105170
<b>Total 2811:</b>						<b>8,236.95</b>	
06/01/2017	12672	Colorado Analytical Lab	waste water testing	1	05/19/2017	380.00	617140
<b>Total 2864:</b>						<b>380.00</b>	
06/13/2017	12710	South Park Brewing	beer for gold rush party	1	06/12/2017	770.00	105170
<b>Total 2873:</b>						<b>770.00</b>	
06/09/2017	12697	The Phillips Law Offices, L	Legal	1	05/31/2017	1,670.00	105057
<b>Total 2888:</b>						<b>1,670.00</b>	
06/13/2017	12714	WIN-911	software support	1	05/25/2017	495.00	617155
<b>Total 2889:</b>						<b>495.00</b>	
06/13/2017	12709	Shirley Septic Pumping, In	Rock & Gem port a pots	1	06/09/2017	320.00	105170
<b>Total 2893:</b>						<b>320.00</b>	
06/13/2017	12707	Pavement Maintenance Se	recycled asphalt	1	06/05/2017	36.00	105670
<b>Total 2897:</b>						<b>36.00</b>	
06/09/2017	12696	Richard Carroll	rental of rv park for event	1	06/07/2017	1,250.00	105170
<b>Total 2899:</b>						<b>1,250.00</b>	
06/01/2017	12675	Rise Broadband	internet	1	06/01/2017	94.66	617320
<b>Total 2900:</b>						<b>94.66</b>	
06/01/2017	12679	Wagner Rents	motor grader rental	1	05/18/2017	5,700.00	105670

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2949:						5,700.00	
06/01/2017	12664	AB&C Enterprises	shot glasses for gold rush	1	05/31/2017	461.00	105170
Total 2958:						461.00	
06/01/2017	12676	Stephen Schambach	window cleaning	1	05/23/2017	250.00	105025
Total 3015:						250.00	
06/09/2017	12690	First Aid & Safety 2000	supplies	1	03/22/2017	42.50	507160
06/09/2017	12690		supplies	2	03/22/2017	42.50	617155
Total 3101:						85.00	
06/09/2017	12689	FC&T's LLC	siding repair	1	06/01/2017	2,250.00	105190
Total 3102:						2,250.00	
06/13/2017	12705	Contin-Tail Fairplay Rock &	refund overpayment for ev	1	06/12/2017	293.05	105170
Total 3103:						293.05	
06/13/2017	12701	Cal Cramer Productions LL	balance of sound system	1	06/07/2017	1,862.91	105162
Total 3104:						1,862.91	
06/13/2017	12704	Continental Divide Winery	wine for gold rush party	1	06/09/2017	310.00	105170
Total 3105:						310.00	
Grand Totals:						141,880.02	

## Report Criteria:

Detail report type printed



## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Tina Darrah, Town Administrator/Clerk  
**RE:** Purchase of Water Rights from Lone Rock H2O, LLC  
**DATE:** June 15, 2017

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These documents reflect the purchase of the water rights for the Fairplay Beach as negotiated some time ago and paid for by the Land and Water Trust Fund Grant on behalf of the three partners in the Fairplay Beach Reservoir – Park County, Town of Fairplay and Upper South Platte Water Conservancy District. I have placed them on the consent agenda as the purchase was approved some time ago – this is simply the final step. All of the documents have been reviewed and approved by the Town’s Water Attorney, Rick Fendel.

As you review these documents, if you have questions, please let me know and I will get a hold of Rick on Monday.

Upon approval of the consent agenda these items will be approved.

## AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS

1. **PARTIES:** The parties to this agreement ("Agreement") are **UPPER SOUTH PLATTE WATER CONSERVANCY DISTRICT BY AND THROUGH ITS AUGMENTATION AND SUBSITUTE SUPPLY PLAN ENTERPRISE AND WATER ACTIVITY FUND, TOWN OF FAIRPLAY, COLORADO, and BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK**, all of the County of Park and State of Colorado, ("Sellers"); and **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK, COLORADO** whose legal address in PO Box 1373, Fairplay, Colorado 80440 ("Purchaser").

2. **RECITALS AND PURPOSE.** Seller desires to sell and Purchasers desire to buy the following water rights:

Seventy-six one-hundredths percent (0.76%) of the decreed consumptive use flow rates for the following water rights for which a change of the water rights was adjudicated by the Lone Rock H2O LLC pursuant to the "Corrected Findings of Fact, Conclusions of Law, Judgment and Decree of the Court" dated June 28, 2006 in Case No. 03CW231, District Court, Water Division No. 1, State of Colorado (the "03CW231 Decree"), amounting to 0.435 acre-feet of the fully consumable water described as "Excess Fully Consumable Water" in Paragraph 26 of the 03CW231 Decree (hereafter the "Water Rights"):

0.003 c.f.s. of the 0.37 c.f.s. of the Parmalee No. 2 and 3 Ditch described in the 03CW231 Decree, which is comprised of those water rights originally adjudicated to the Parmalee Ditch No. 2 and the Parmalee Ditch No. 3 in the decree of May 22, 1913 entered in CA 1678, Park County District Court, with appropriation dates of May 1, 1867, which water rights were transferred to the ditch known as the Parmalee No. 2 and 3 Ditch in Case No. W-7434, District Court, Water Division No. 1 and as adjudicated in the 03CW231 Decree.

0.002 c.f.s. of the 0.29 c.f.s. of the Flume Ditch described in the 03CW231 Decree, with an appropriation date of May 1, 1867 and adjudicated May 22, 1913 in Case No. 1678, Park County District Court.

The Water Rights constitute 0.435 acre-feet (being 0.271 acre-feet of the Parmalee No. 2 and 3 Ditch and 0.164 acre-feet of the Flume Ditch) of the 40.1 acre-feet of Excess Fully Consumable Water described in the 03CW231 Decree and are subject to the terms and conditions of the 03CW231 Decree, including the specific volumetric and diversion rate limitations contained in said 03CW231 Decree.

The Water Rights shall be sold at closing as set forth in paragraph 4, below. Purchaser shall be entitled to divert its share of the flow rate associated with the Water Rights on a daily basis whenever the Water Rights are in priority, as set forth in the 03CW231 Decree.

**NOW THEREFORE**, in consideration of the premises, mutual obligations and covenants contained herein, the receipt and sufficiency of which as consideration is acknowledged by all parties, Sellers agree to sell to Purchasers the Water Rights as set forth below:

**3. PURCHASE PRICE.**

The purchase price for the Water Rights shall be Six Thousand Five Hundred and Twenty-Five and Zero One-hundredths Dollars (\$6,525.00), payable at closing to the Headwater Authority of the South Platte.

**4. CLOSING.** The Closing shall be scheduled to take place on June 15, 2017 by Federal Express or similar express carrier.

**5. TRANSFER OF TITLE.** Subject to tender of payment at the Closing as described above, Sellers shall execute and deliver to Purchaser, a Special Warranty Deed conveying the Water Rights to Purchaser, free and clear of all liens and encumbrances. The form of the deed is attached hereto as **EXHIBIT A**.

**6. REPRESENTATIONS AND WARRANTIES OF SELLERS.** Sellers represent and warrant to Purchaser that:

6.1 Sellers have full right, power and authority to enter into this Agreement and to perform their obligations hereunder. This Agreement and all other documents required by this Agreement, when duly executed by Sellers and delivered to Purchaser shall constitute the valid and binding obligation of Sellers, enforceable in accordance with their terms.

6.2 To the best of Sellers' actual current knowledge, Sellers did not create or grant any liens, encumbrances, leases, contracts, or other interests in the Water Rights during the period of Sellers' ownership of the Water Rights and Sellers do not have any actual current knowledge of any assessments, charges, or adverse claims of any person or entity on or against the Water Rights during that period, and Sellers have not intended to abandon any of the Water Rights.

**7. REPRESENTATIONS AND WARRANTIES OF PURCHASER.** Purchaser represents and warrants to Sellers that:

7.1 Purchaser is a County of the State of Colorado;

7.2 Purchaser has all authority necessary to enter into this Agreement, and when executed and delivered, this Agreement shall constitute a valid and binding obligation of Purchaser, enforceable in accordance with its terms; and

7.3 Purchaser has not retained any broker, agent or finder, or agreed to pay any commissions or finder's fee in connection with this Agreement or the transfer of the Water Rights.

**8. REMEDIES.** Time is of the essence hereof.

8.1 If either the Sellers or the Purchaser is in default, the non-defaulting party may elect to treat this Agreement as cancelled and of no further force or effect by providing written notice of cancellation to the other party.

8.2 Alternatively, the non-defaulting party may recover such damages as may be proper.

8.3 In the event of default by Sellers, Purchaser may elect to treat this Agreement as being in full force and effect and Purchaser shall have the right to specific performance, or damages, or both.

9. **NOTICE.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed effective: (a) upon receipt, if personally delivered; (b) three (3) days after date of posting, if mailed, certified mail, return receipt requested; or (c) one day after deposit with a reputable overnight carrier, to the addresses set forth above with a copy to counsel for Purchasers and Sellers:

**SELLERS:**

Upper South Platte Water Conservancy  
District by and through its Augmentation and  
Substitute Supply Plan Enterprise and water  
Activity Fund  
c/o David Wissel, President  
PO Box 612  
Fairplay, CO 80440  
Email: dbwissel@msn.com

WITH A COPY TO:

Lyons Gaddis  
c/o Madoline Wallace-Gross  
PO Box 978  
Longmont, CO 80502-0978  
Email: mwg@lyonsgaddis.com

Town of Fairplay, Colorado  
Attn: Town Administrator  
PO Box 267  
900 Main Street  
Fairplay, CO 80440

WITH A COPY TO:

Frederick A. Fendel, III  
Petrock & Fendel, P.C.  
700 17<sup>th</sup> Street, Suite 1800  
Denver, CO 80202

Board of County Commissioners of the  
County of Park, Colorado  
c/o Tom Eisenman  
501 Main Street  
Fairplay, CO 80440  
Telephone: (719)836-2771

WITH A COPY TO:

The Phillips Law Offices, LLC  
675 Main Street  
Fairplay, CO 80440  
Attn: Herbert C. Phillips, Esq.

Dietze and Davis, P.C.  
2060 Broadway, Suite 400  
Boulder, CO 80302  
Attn: Star L. Waring



**PURCHASER:**

Board of County Commissioners  
of the County of Park, Colorado  
c/o Tom Eisenman  
501 Main Street  
Fairplay, CO 80440  
Telephone: (719) 836-2771

**WITH A COPY TO:**

The Phillips Law Offices, LLC  
675 Main Street  
Fairplay, CO 80440  
Attn: Herbert C. Phillips, Esq.

Dietze and Davis, P.C.  
2060 Broadway, Suite 400  
Boulder, CO 80302  
Attn: Star L. Waring

**10. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. This Agreement and all of its provisions shall survive the closing.

**11. ASSIGNMENT.** This Agreement shall not be assigned by any party without the prior written consent of the other parties.

**12. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Colorado.

**13. WAIVER.** The waiver of any breach of any of the provisions of this Agreement by any party shall not constitute a continuing waiver or a waiver of any subsequent breach by said party, either of the same or of another provision of this Agreement.

**14. BINDING EFFECT.** This Agreement and the rights and obligations created hereby shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement, except as otherwise expressly authorized herein.

**15. SURVIVAL.** All representations and warranties of Seller and the obligations of Seller and Purchaser to be performed after Closing, shall survive the Closing.

DATED: \_\_\_\_\_

**SELLERS:**

UPPER SOUTH PLATTE WATER CONSERVANCY  
DISTRICT BY AND THROUGH ITS  
AUGMENTATION AND SUBSTITUTE SUPPLY PLAN  
ENTERPRISE AND WATER ACTIVITY FUND

By: \_\_\_\_\_  
David B. Wissel, President                      Date

**Attest:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS FOR THE  
COUNTY OF PARK, COLORADO

By: \_\_\_\_\_  
Mike Brazell, Chairman                      Date

**Attest:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TOWN OF FAIRPLAY, COLORADO

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

Attest:  
\_\_\_\_\_

Tina Darrah, Town Clerk

Date: June \_\_, 2017

**PURCHASER:**

BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF PARK, COLORADO

By: Mike Brazell \_\_\_\_\_ Date \_\_\_\_\_  
Title: Chairman

Attest:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ASSIGNMENT AND ASSUMPTION OF AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT (this "Assignment") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"), by and between UPPER SOUTH PLATTE WATER CONSERVANCY DISTRICT, the TOWN OF FAIRPLAY, COLORADO, and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK (together the "Assignors"), and BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK and HEADWATER AUTHORITY OF THE SOUTH PLATTE (together the "Assignees") (each a "Party", and collectively, the "Parties" hereto) and is consented to by LONE ROCK H<sub>2</sub>O, LLC, a Colorado limited liability company, ("Lone Rock").

### RECITALS

A. Assignors and Lone Rock are parties to that certain Agreement for Purchase and Sale of Water Rights dated June 13, 2003 and the First Amendment to Agreement for Purchase and Sale of Water Rights dated May 10, 2011 (together referred to as "Purchase Contract").

B. Paragraph 16 of the Purchase Contract requires Assignor to obtain Lone Rock's consent to an assignment.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises, rights and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

### AGREEMENT

1. Assignment; Assumption. Assignors hereby sell, convey, transfer, assign and set over unto Assignees all of Assignors' right, title and interest in, to and under the Purchase Contract. Assignees hereby accept such right, title and interest and assume and agree to be bound by all of the terms, covenants and agreements of the Purchase Contract, and to perform, from and after the date hereof, all of the duties and obligations of Assignor under the Purchase Contract.

2. Release. Lone Rock and Assignees each release and discharge the Assignors from any and all obligations under the Purchase Contract after the date of this Assignment, and Assignors shall have no outstanding obligations or responsibilities thereunder from and after the date hereof.

3. Ratification. Except as expressly set forth in this Assignment, Lone Rock and Assignees hereby ratify and reaffirm each of the terms, covenants and conditions of the Purchase Contract.

4. Consent to Assignment and Estoppel. Lone Rock hereby approves and consents to the assignment of all of Assignor's interests, rights and obligations to Assignees, pursuant to the terms and conditions set forth herein. Lone Rock confirms that, as of the

date of its signature on this Assignment and to the best of its knowledge, there are no defaults or breaches by Assignors.

5. Miscellaneous.

(a) Integration. This Assignment constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

(b) Severability. If any covenant, term, condition, or provision under this Assignment shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

(c) Governing Law and Jurisdiction. This Assignment shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Assignment shall be exclusive to the State District Court in and for the County of Park, Colorado.

(d) Authority. The Parties represent that they have the full right, power and authority to enter into this Assignment and perform all of their respective obligations hereunder, without violating any other agreements or contracts.

(e) Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

**ASSIGNORS:** Upper South Platte Water Conservancy District  
c/o David Wissel, President  
PO Box 612  
Fairplay, CO 80440  
Email: dbwissel@msn.com

**With Copy to:**  
Lyons Gaddis  
c/o Madoline Wallace-Gross  
Elizabeth M. Joyce – No. 46484  
PO Box 978  
Longmont, CO 80502-0978  
Email: mwg@lyonsgaddis.com

**Town of Fairplay, Colorado**  
Attn: Town Administrator  
PO Box 267  
901 Main Street

Fairplay, CO 80440  
Email: [tdarraah@fairplayco.us](mailto:tdarraah@fairplayco.us)

**With Copy to:**  
Rick Fendel  
Petrock & Fendel, P.C.  
700 17th Street, Suite 1800  
Denver, CO 80202  
[Rick@petrockfendel.com](mailto:Rick@petrockfendel.com)

**Board of County Commissioners of the County of Park, Colorado**  
c/o  
Street  
City  
Email:

**With Copy to:**  
c/o  
Street  
City  
Email:

**ASSIGNORS:** **Board of County Commissioners of the County of Park, Colorado**  
c/o  
Street  
City  
Email:

**With Copy to:**  
c/o  
Street  
City  
Email:

**Headwater Authority of the South Platte**  
c/o David Wissel, Chairman  
PO Box 1566  
Fairplay, CO 80440  
Email: [dbwissel@msn.com](mailto:dbwissel@msn.com)

**With Copy to:**  
Lyons Gaddis  
c/o Madoline Wallace-Gross  
Elizabeth M. Joyce - No. 46484  
PO Box 978  
Longmont, CO 80502-0978  
Email: [mwg@lyonsgaddis.com](mailto:mwg@lyonsgaddis.com)

**LONE ROCK:** Lone Rock H<sub>2</sub>O, LLC  
c/o  
Street  
City  
Email:

**With Copy to:**  
c/o  
Street  
City  
Email:

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the Parties hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change contact information.

(f) Non-Waiver. No waiver of any of the provisions of this Assignment shall be deemed to constitute a waiver of any other provision of this Assignment, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Assignment, no term or condition of this Assignment shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to Assignors under the Colorado Governmental Immunity Act.

(g) Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

(h) Survival. Following the closing on the Excess Water described in paragraphs 3.3.c. and 3.4 of the Purchase Contract, the Parties and Lone Rock agree that all provisions of the Purchase Contract shall automatically terminate.

IN WITNESS WHEREOF, the Parties execute this Assignment on the date first set forth above.

**ASSINGORS:**

**UPPER SOUTH PLATTE WATER CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
David Wissel, President  
Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me in the County of \_\_\_\_\_, State of Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2017, by David Wissel as president of Upper South Platte Water Conservancy District.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK, COLORADO**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me in the County of \_\_\_\_\_, State of Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ as \_\_\_\_\_ of the Board of County Commissioners of the County of Park, Colorado.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**TOWN OF FAIRPLAY, COLORADO**

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

Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me in the County of \_\_\_\_\_, State of Colorado, this \_\_\_\_ day of \_\_\_\_\_, 20by Gabby Lane as Mayor of the Town of Fairplay, Colorado.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ASSIGNEES:**

**HEADWATER AUTHORITY OF THE SOUTH PLATTE**

By: \_\_\_\_\_  
David Wissel, Chairman

Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me in the County of \_\_\_\_\_, State of Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2017, by David Wissel as chairman of the Headwater Authority of the South Platte.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF PARK, COLORADO**

By: \_\_\_\_\_

Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me in the County of \_\_\_\_\_, State of Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ as \_\_\_\_\_ of the Board of County Commissioners of the County of Park, Colorado.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**LONE ROCK:**

**LONE ROCK H<sub>2</sub>O, LLC**

By: \_\_\_\_\_

Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me in the County of \_\_\_\_\_, State of Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ as \_\_\_\_\_ of Lone Rock H<sub>2</sub>O, LLC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## ASSIGNMENT AND ASSUMPTION OF AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT (this "Assignment") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"), by and between CENTER OF COLORADO WATER CONSERVANCY DISTRICT, by and through its Water Activity Enterprise and UPPER SOUTH PLATTE WATER CONSERVANCY DISTRICT, by and through its Augmentation and Substitute Supply Plan Enterprise and Water Activity Fund, (together the "Assignors"), and UPPER SOUTH PLATTE WATER CONSERVANCY DISTRICT BY AND THROUGH ITS AUGMENTATION AND SUBSTITUTE SUPPLY PLAN ENTERPRISE AND WATER ACTIVITY FUND, the TOWN OF FAIRPLAY, COLORADO, and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK, COLORADO (together the "Assignees") (each a "Party", and collectively, the "Parties" hereto) and is consented to by LONE ROCK H<sub>2</sub>O, LLC, a Colorado limited liability company, ("Lone Rock").

### RECITALS

A. Assignors and Lone Rock are parties to that certain Agreement for Purchase and Sale of Water Rights dated June 13, 2003 and the First Amendment to Agreement for Purchase and Sale of Water Rights dated May 10, 2011 (together referred to as "Purchase Contract").

B. Paragraph 16 of the Purchase Contract requires Assignors to obtain Lone Rock's consent to an assignment.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises, rights and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

### AGREEMENT

1. Assignment; Assumption. Assignors hereby sell, convey, transfer, assign and set over unto Assignees all of Assignors' right, title and interest in, to and under the Purchase Contract. Assignees hereby accept such right, title and interest and assume and agree to be bound by all of the terms, covenants and agreements of the Purchase Contract, and to perform, from and after the date hereof, all of the duties and obligations of Assignors under the Purchase Contract.

2. Release. Lone Rock and Assignees each release and discharge the Assignors from any and all obligations under the Purchase Contract after the date of this Assignment, and Assignors shall have no outstanding obligations or responsibilities thereunder from and after the date hereof.

3. Ratification. Except as expressly set forth in this Assignment, Lone Rock and Assignees hereby ratify and reaffirm each of the terms, covenants and conditions of the Purchase Contract.

4. Consent to Assignment and Estoppel. Lone Rock hereby approves and consents to the assignment of all of Assignors' interests, rights and obligations to Assignees, pursuant to the terms and conditions set forth herein. Lone Rock confirms that, as of the date of its signature on this Assignment and to the best of its knowledge, there are no defaults or breaches by Assignors.

5. Miscellaneous.

(a) Integration. This Assignment constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

(b) Severability. If any covenant, term, condition, or provision under this Assignment shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

(c) Governing Law and Jurisdiction. This Assignment shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Assignment shall be exclusive to the State District Court in and for the County of Park, Colorado.

(d) Authority. The Parties represent that they have the full right, power and authority to enter into this Assignment and perform all of their respective obligations hereunder, without violating any other agreements or contracts.

(e) Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

**ASSIGNORS:** Center of Colorado Water Conservancy District  
c/o Dan Drucker  
PO Box 1747  
Fairplay, CO 80440  
Email: djdrucker2@gmail.com

**With Copy to:**  
Monson Cummins & Shohet  
c/o David Shohet  
319 N. Weber Street  
Colorado Springs, CO 80903  
Email: dms@cowaterlaw.com

Upper South Platte Water Conservancy District  
c/o David Wissel, President

PO Box 612  
Fairplay, CO 80440  
Email: dbwissel@msn.com

**With Copy to:**  
Lyons Gaddis  
c/o Madoline Wallace-Gross  
Elizabeth M. Joyce - No. 46484  
PO Box 978  
Longmont, CO 80502-0978  
Email: mwg@lyonsgaddis.com

**ASSIGNEES:** **Upper South Platte Water Conservancy District**  
c/o David Wissel, President  
PO Box 612  
Fairplay, CO 80440  
Email: dbwissel@msn.com

**With Copy to:**  
Lyons Gaddis  
c/o Madoline Wallace-Gross  
Elizabeth M. Joyce - No. 46484  
PO Box 978  
Longmont, CO 80502-0978  
Email: mwg@lyonsgaddis.com

**Town of Fairplay, Colorado**  
Attn: Town Administrator  
PO Box 267  
901 Main Street  
Fairplay, CO 80440  
[tdarrah@fairplayco.us](mailto:tdarrah@fairplayco.us)

**With Copy to:**  
Rick Fendel  
Petrock & Fendel, P.C.  
700 17th Street, Suite 1800  
Denver, CO 80202  
[rick@petrockfendel.com](mailto:rick@petrockfendel.com)

**Board of County Commissioners of the County of Park, Colorado**  
c/o  
Street  
City  
Email:

**With Copy to:**

c/o  
Street  
City  
Email:

**LONE ROCK:** Lone Rock H<sub>2</sub>O, LLC  
c/o  
Street  
City  
Email:

**With Copy to:**  
c/o  
Street  
City  
Email:

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the Parties hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change contact information.

(f) Non-Waiver. No waiver of any of the provisions of this Assignment shall be deemed to constitute a waiver of any other provision of this Assignment, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Assignment, no term or condition of this Assignment shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to Assignors under the Colorado Governmental Immunity Act.

(g) Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties execute this Assignment on the date first set forth above.

**ASSIGNORS:**

**CENTER OF COLORADO WATER  
CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
R. Briggs Cunningham, President  
Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me in the County of \_\_\_\_\_, State of Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2017, by R. Briggs Cunningham as president of Center of Colorado Water Conservancy District.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**UPPER SOUTH PLATTE WATER CONSERVANCY  
DISTRICT**

By: \_\_\_\_\_  
David Wissel, President  
Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me in the County of \_\_\_\_\_, State of Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2017, by David Wissel as president of Upper South Platte Water Conservancy District.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ASSIGNEES:**

**UPPER SOUTH PLATTE WATER CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
David Wissel, President  
Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me in the County of \_\_\_\_\_, State of Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2017, by David Wissel as president of Upper South Platte Water Conservancy District.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK, COLORADO**

By: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me in the County of \_\_\_\_\_, State of Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ as \_\_\_\_\_ of the Board of County Commissioners of the County of Park, Colorado.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**TOWN OF FAIRPLAY, COLORADO**

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

Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me in the County of \_\_\_\_\_, State of Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2017, by Gabby Lane as Mayor of the Town of Fairplay, Colorado.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**LONE ROCK:**

**LONE ROCK H2O, LLC**

By: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me in the County of \_\_\_\_\_, State of Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ as \_\_\_\_\_ of Lone Rock H2O, LLC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**SPECIAL WARRANTY DEED**

**THIS DEED**, made this \_\_\_\_ day of June, 2017, between **UPPER SOUTH PLATTE WATER CONSERVANCY DISTRICT BY AND THROUGH ITS AUGMENTATION AND SUBSITUTE SUPPLY PLAN ENTERPRISE AND WATER ACTIVITY FUND, TOWN OF FAIRPLAY, COLORADO** and **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK**, all of the County of Park and State of Colorado, together Grantors, and the **HEADWATER AUTHORITY OF THE SOUTH PLATTE**, whose mailing address is P.O. Box 1566, Fairplay, CO 80440, Grantee:

**WITNESSETH**, that the Grantors, for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns forever, all the water rights described as follows:

Sixteen and eighty-one one-hundredths percent (16.81%) of the decreed consumptive use flow rates for the following water rights for which a change of the water rights was adjudicated by Lone Rock H2O, LLC pursuant to the "Corrected Findings of Fact, Conclusions of Law, Judgment and Decree of the Court" dated June 28, 2006 in Case No. 03CW231, District Court, Water Division No. 1, State of Colorado (the "03CW231 Decree"), amounting to 9.618 acre-feet of the fully consumable water described as "Excess Fully Consumable Water" in Paragraph 26 of the 03CW231 Decree (hereafter the "Water Rights"):

0.062 c.f.s. of 0.37 c.f.s. of the Parmalee No. 2 and 3 Ditch described in the 03CW231 Decree, which is comprised of those water rights originally adjudicated to the Parmalee Ditch No. 2 and the Parmalee Ditch No. 3 in the decree of May 22, 1913 entered in CA 1678, Park County District Court, with appropriation dates of May 1, 1867, which water rights were transferred to the ditch known as the Parmalee No. 2 and 3 Ditch in Case No. W-7434, District Court, Water Division No. 1 and as adjudicated in the 03CW231 Decree.

0.049 c.f.s. of 0.29 c.f.s. of the Flume Ditch described in the 03CW231 Decree, with an appropriation date of May 1, 1867 and adjudicated May 22, 1913 in Case No. 1678, Park County District Court.

Such Water Rights constitute 9.618 acre-feet (being 5.597 acre-feet of the Parmalee No. 2 and 3 Ditch and 4.021 acre-feet of the Flume Ditch) of the 40.1 acre-feet of Excess Fully Consumable Water described in the 03CW231 Decree and are subject to the terms and conditions of the 03CW231 Decree, including the specific volumetric and diversion rate limitations contained in said 03CW231 Decree.

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand

whatsoever of the Grantors, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns forever. And the Grantors, for themselves, their successors and assigns, do covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except: NONE

The Grantors shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming title under said Grantors.

**IN WITNESS WHEREOF**, the Grantors have executed this deed on the date set forth above.

**UPPER SOUTH PLATTE WATER  
CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
David B. Wissel, President

STATE OF COLORADO            )  
  )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing Special Warranty Deed was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ as the \_\_\_\_\_ of Upper South Platte Water Conservancy District.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_



**SPECIAL WARRANTY DEED**

**THIS DEED**, made this \_\_\_\_ day of June, 2017, between **UPPER SOUTH PLATTE WATER CONSERVANCY DISTRICT BY AND THROUGH ITS AUGMENTATION AND SUBSITUTE SUPPLY PLAN ENTERPRISE AND WATER ACTIVITY FUND, TOWN OF FAIRPLAY, COLORADO** and **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK**, all of the County of Park and State of Colorado, together Grantors, and **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK** whose legal address in PO Box 1373, Fairplay, Colorado 80440, Grantee:

**WITNESSETH**, that the Grantors, for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns forever, all the water rights described as follows:

Seventy-six one-hundredths percent (0.76%) of the decreed consumptive use flow rates for the following water rights for which a change of the water rights was adjudicated by the Lone Rock H2O, LLC pursuant to the "Corrected Findings of Fact, Conclusions of Law, Judgment and Decree of the Court" dated June 28, 2006 in Case No. 03CW231, District Court, Water Division No. 1, State of Colorado (the "03CW231 Decree"), amounting to 0.435 acre-feet of the fully consumable water described as "Excess Fully Consumable Water" in Paragraph 26 of the 03CW231 Decree (hereafter the "Water Rights"):

0.003 c.f.s. of the 0.37 c.f.s. of the Parmalee No. 2 and 3 Ditch described in the 03CW231 Decree, which is comprised of those water rights originally adjudicated to the Parmalee Ditch No. 2 and the Parmalee Ditch No. 3 in the decree of May 22, 1913 entered in CA 1678, Park County District Court, with appropriation dates of May 1, 1867, which water rights were transferred to the ditch known as the Parmalee No. 2 and 3 Ditch in Case No. W-7434, District Court, Water Division No. 1 and as adjudicated in the 03CW231 Decree.

0.002 c.f.s. of the 0.29 c.f.s. of the Flume Ditch described in the 03CW231 Decree, with an appropriation date of May 1, 1867 and adjudicated May 22, 1913 in Case No. 1678, Park County District Court.

Such Water Rights constitute 0.435 acre-feet (being 0.271 acre-feet of the Parmalee No. 2 and 3 Ditch and 0.164 acre-feet of the Flume Ditch) of the 40.1 acre-feet of Excess Fully Consumable Water described in the 03CW231 Decree and are subject to the terms and conditions of the 03CW231 Decree, including the specific volumetric and diversion rate limitations contained in said 03CW231 Decree.

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand

whatsoever of the Grantors, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns forever. And the Grantors, for themselves, their successors and assigns, do covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except: NONE

The Grantors shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming title under said Grantors.

**IN WITNESS WHEREOF**, the Grantors have executed this deed on the date set forth above.

**UPPER SOUTH PLATTE WATER  
CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
David B. Wissel, President

STATE OF COLORADO            )  
  )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing Special Warranty Deed was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ as the \_\_\_\_\_ of Upper South Platte Water Conservancy District.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF PARK, COLORADO**

By: \_\_\_\_\_

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

STATE OF COLORADO            )  
  )  
COUNTY OF \_\_\_\_\_    ) ss.

The foregoing Special Warranty Deed was acknowledged before me this \_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ as the \_\_\_\_\_ of Board of County Commissioners of Park County, Colorado.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

**TOWN OF FAIRPLAY, COLORADO**

By: \_\_\_\_\_

Gabby Lane, Mayor

STATE OF COLORADO            )  
  )  
COUNTY OF PARK            ) ss.

The foregoing Special Warranty Deed was acknowledged before me this \_\_\_ day of June, 2017, by Gabby Lane as the Mayor of the Town of Fairplay, Colorado.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

**SPECIAL WARRANTY DEED**

**THIS DEED**, made this \_\_\_ day of June, 2017, between **LONE ROCK H2O, LLC**, a Colorado limited liability company, of the County of Park and State of Colorado, Grantor, and the **UPPER SOUTH PLATTE WATER CONSERVANCY DISTRICT BY AND THROUGH ITS AUGMENTATION AND SUBSITUTE SUPPLY PLAN ENTERPRISE AND WATER ACTIVITY FUND** whose legal address is PO Box 612, Fairplay, Colorado 80440, the **TOWN OF FAIRPLAY, COLORADO** whose legal address in PO Box 267, Fairplay, Colorado 80440, and **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK** whose legal address is PO Box 1373, Fairplay, Colorado 80440, together Grantee:

**WITNESSETH**, that the Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns forever, all the water rights described as follows:

Seventeen and fifty-eight one-hundredths percent (17.58%) of the decreed consumptive use flow rates for the following water rights for which a change of the water rights was adjudicated by the Grantor pursuant to the "Corrected Findings of Fact, Conclusions of Law, Judgment and Decree of the Court" dated June 28, 2006 in Case No. 03CW231, District Court, Water Division No. 1, State of Colorado (the "03CW231 Decree"), amounting to 10.05 acre-feet of the fully consumable water described as "Excess Fully Consumable Water" in Paragraph 26 of the 03CW231 Decree (hereafter the "Water Rights"):

0.065 c.f.s. of the remaining 0.37 c.f.s. of the Parmalee No. 2 and 3 Ditch which is comprised of those water rights originally adjudicated to the Parmalee Ditch No. 2 and the Parmalee Ditch No. 3 in the decree of May 22, 1913 entered in CA 1678, Park County District Court, with appropriation dates of May 1, 1867, which water rights were transferred to the ditch known as the Parmalee No. 2 and 3 Ditch in Case No. W-7434, District Court, Water Division No. 1 and as adjudicated in the 03CW231 Decree.

0.051 c.f.s. of the remaining 0.29 c.f.s. of the Flume Ditch, with an appropriation date of May 1, 1867 and adjudicated May 22, 1913 in Case No. 1678, Park County District Court.

Such Water Rights constitute 10.05 acre-feet (being 5.868 acre-feet of the Parmalee No. 2 and 3 Ditch and 4.186 acre-feet of the Flume Ditch) of the 40.1 acre-feet of Excess Fully Consumable Water described in the 03CW231 Decree and are subject to the terms and conditions of the 03CW231 Decree, including the specific volumetric and diversion rate limitations contained in said 03CW231 Decree.

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders,



rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns forever. And the Grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except: NONE

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming title under said Grantor. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

**LONE ROCK H<sub>2</sub>O, LLC**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO            )  
  )  
COUNTY OF \_\_\_\_\_  ) ss.

The foregoing Special Warranty Deed was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ as the \_\_\_\_\_ of Lone Rock H<sub>2</sub>O, LLC.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_





## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Tina Darrah, Town Administrator/Clerk  
**RE:** Check Presentation to Non-Profits from the Gold Rush Locals Party  
**DATE:** June 15, 2017

---

The Locals Party hosted by the Gold Rush Crew was quite a successful evening in Fairplay!

The following non-profits benefitted from the event and will be at your meeting to receive their checks:

**Boys and Girls Club** served all of the food. They served 841 meals at a gross profit of \$4,205! After food expenses (which the Town fronted) are removed they will receive a check in the amount of \$2,500.

**Friends of the Fairplay Community** helped the Town by serving the adult beverages. We sold \$5,660 in beverage tickets and after all town expenses, we are able to give the Friends a check for \$1,000!

### **AUTOGRAPHED POSTER SALES:**

*(this will be disbursed in the form of cash as received at the party)*

**South Park Cheerleaders** \$400.78

**Friends of the Fairplay Community** \$161.00

**Boys and Girls Club** \$117.00 (already received their cash)

**Destination Imagination** \$135.00





## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Claudia Werner, Deputy Town Clerk  
**RE:** Continued Public Hearing for Colorado Natural Gas SUP Application  
**DATE:** June 16, 2017

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This is a continuation of the Public Hearing for a Special Use Permit Application submitted by Bill Shaw with Colorado Natural Gas for the property located at 1101 Meadow Drive. Mr. Shaw was unable to attend the June 5th meeting and the Board was concerned about whether or not Colorado Natural Gas had proper authorization from the owner of the land owner. Staff has attempted to reach the property owner and Bill Shaw to obtain authorization. We have been unable to reach them but will continue trying up until the meeting. Should we be unable to obtain the necessary documentation, the hearing will need to be opened and then continued to July 17th.

Should the Board decide to approve Resolution #11, series of 2017, this will require a motion, second and voice vote.

**TOWN OF FAIRPLAY, COLORADO  
RESOLUTION #11  
(Series 2017)**

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

**WHEREAS**, on April 27, 2017, Bill Shaw for Colorado Natural Gas (hereinafter referred to as Applicant) submitted an Application to the Town of Fairplay, Colorado, for a Special Use Permit to allow the existing storage containers “conex” to remain on Fairplay Beaver Meadows Amended, Lot C-3, located at 1101 Meadow Drive, Fairplay, Colorado, and

**WHEREAS**, the Board of Trustees at its June 5, 2017, regularly scheduled meeting did review said application and did continue the public hearing to June 19, 2017, to consider additional evidence, and

**WHEREAS**, the Board of Trustees at its June 19, 2017, regularly scheduled meeting did discuss and approve of the granting of a Special Use Permit to allow for the continued use of two shipping containers at 1101 Meadow Drive, 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 continued use of two shipping containers on Fairplay Beaver Meadows Amended, Lot C-3, located at 1101 Meadow Drive, Fairplay, Colorado.
2. The Board hereby determines that this Special Use Permit SHALL NOT run with the land, but rather be personal to the applicant and terminate upon sale of, or termination of the lease, at the property.

3. This approval is for the existing units only, no stacking, increase in height, addition to or replacement of units.
4. No signage on units, the units SHALL be painted a uniform color compatible with the existing structure on this property.
5. 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.
6. 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.
7. Effective Date. This Resolution shall become effective immediately.

**RESOLVED, APPROVED AND ADOPTED this 19<sup>th</sup> day of June, 2017.**

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

(SEAL)

**ATTEST:**

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

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**TOWN OF FAIRPLAY  
TOWN PLANNER REPORT**

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2017-010

**COLORADO NATURAL GAS  
SPECIAL USE PERMIT**

- **APPLICANT:** Bill Shaw representing Colorado Natural Gas
- **OWNER:** Fairplay Meadow Drive LLC, Littleton, CO
- **PROPERTY LOCATION:** 1101 Meadow Drive
- **FUTURE LAND USE DESIGNATION:** Commercial
- **CURRENT ZONING:** Commercial (C)
- **REQUEST:** Special Use Permit to allow continued use of 1 Shipping Container

**SUMMARY OF APPLICATION**

The property at 1101 Meadow Drive consists of a 1.46-acre parcel containing the offices of Colorado Natural Gas and a fenced equipment/material yard. The property is zoned Commercial (C) and is designated on the Comprehensive Plan as Commercial.

The applicant is requesting a Special Use Permit to allow two (2) metal shipping containers to remain in use on the property. The containers are located in the equipment/material yard.

Fairplay Ordinance 2016-4 specifies that "Metal shipping or storage containers, trailers, recreational vehicles and similar devices or facilities are prohibited for use as storage sheds except in the Light Industrial Zone District." The ordinance further stipulates that these devices may be used as temporary construction storage in any zone district and may be used in portions of the Commercial zone district outside of the Town Center upon issuance of a Special Use Permit by the Board of Trustees

**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 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

### **COMPLIANCE WITH FAIRPLAY UNIFIED DEVELOPMENT CODE**

Fairplay Ordinance 2016-4 specifies that a **Metal Shipping or Storage Container** is a **Special Use** in Commercial (C) zoning.

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.

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, regarding location, availability and compatibility
- Screening and buffering, regarding 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 Special Use Permit application is complete and the public has been notified.

The proposed Special Use Permit for two (2) Metal Shipping Containers would allow the applicant, Colorado Natural Gas, to continue the use of the containers on the commercial property.

The subject metal shipping containers are known in the industry as intermodal containers. They are standardized shipping containers, designed and built for intermodal freight transport, meaning these containers can be used across different modes of transport – from ship to rail to truck – without unloading and reloading their cargo. These containers are a means to bundle cargo and goods into

larger loads that can be easily handled, moved, and stacked, and that will pack tightly in a ship or yard.

Intermodal containers have, in recent years, been repurposed and marketed as on-site storage buildings, such as the two on-site at Colorado Natural Gas.

In reviewing the application, the Town Planner finds that:

1. Ingress and egress to the property would not be impeded by the continued use of the containers.
2. Parking is not affected by the existence of the shipping containers.
3. The shipping containers produce no noise, glare or odor associated with the use.
4. Refuse and service areas are not affected by the continued use of the containers.
5. The existing containers have no painted signage.
6. There is no exterior lighting associated with the containers.
7. The containers do not encroach on any required setbacks.
8. The general compatibility with adjacent property and other property in the neighborhood does not appear to be affected.

The proposal appears to be in substantial compliance with the Fairplay Comprehensive Plan. The UDC states that signage should be taken under consideration as criteria for approval or denial.

The Board of Trustees has determined that there are several conditions that will be attached to all Special Use Permits associated with metal shipping containers. These conditions are as follows:

1. The Special Use Permit SHALL NOT run with the land, but rather be personal to the applicant and terminate upon sale of the property.
2. The approval is for the existing unit(s) only, no stacking, increase in height, addition to or replacement of unit.
3. No signage on unit. If signage exists on the unit, it SHALL be painted a uniform color compatible with the existing structure(s) on the property. This painting SHALL be completed at a date determined by the Board of Trustees.

*Prepared by:*  
Ron Newman  
Fairplay Town Planner

*copy:* Bill Shaw, Colorado Natural Gas, Applicant  
Tina Darrah, Town Manager  
Lee Phillips, Town Attorney



# DEVELOPMENT APPLICATION

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

## APPLICATION TYPE

- |  |  |
|--|--|
| <input type="checkbox"/> Planned Unit Development        | <input type="checkbox"/> Variance                      |
| <input type="checkbox"/> Subdivision                     | <input checked="" type="checkbox"/> Special Use Permit |
| <input type="checkbox"/> Zoning Map Amendment (Rezoning) | <input type="checkbox"/> Architectural Review          |

<u>APPLICANT INFORMATION</u>	
Applicant:	Colorado Natural Gas (Bill Shaw)
Date:	04.27.2017
Applicant's Address:	7810 Shuter Parkway, Ste. 120 Littleton, CO 80127
Applicant's Phone:	303.506.2403
Fax:	720.222.5184
Email Address:	bshaw@coloradonaturalgas.com

<u>OWNER INFORMATION</u>	
Applicant's Relationship to Owner:	Tenant (Business)
Owner:	Fairplay Meadow Drive, LLC (a Colorado limited liability company)
Owner's Address:	1008 Centre Ave, F. Collins, CO 80526
Owner's Phone:	970.396.1031
Fax:	
Email Address:	ginnymcCall@gmail.com

<u>PROPERTY INFORMATION</u>	
Address:	1101 Meadow Drive, Fairplay CO 80440
Parcel #:	Top, R77, S.34 NW14 45107
Subdivision:	Fairplay Beaver Meadows
Lot:	C-3
Block:	
Existing Zoning:	
Number of Acres:	1.46 Acres

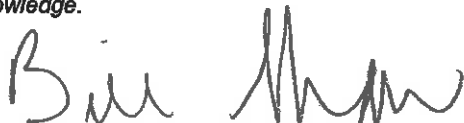
PROJECT PROPOSAL

General Description of Project:

Requesting a Special Use Permit for  
an existing storage container(s) "ConEx"  
to remain on the property

SIGNATURES

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



Owner

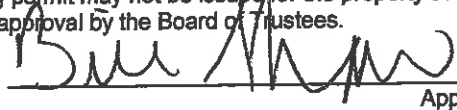
4.27.17

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 cost 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) N/A
- Fees and/or deposit Check #28662
- Other PICTURES OF CONEX BOX



**SPECIAL WARRANTY DEED**

STATE DOCUMENTARY FEE

DATE 5-23-08

17.50

**THIS DEED, Made this 22nd day of May, 2008 between**

**ENXX Corporation, a Colorado Corporation**

a corporation duly organized and existing under and by virtue of the laws of the State of COLORADO, grantor(s), and

**Fairplay Meadow Drive, LLC, a Colorado Limited Liability Company**

whose legal address is 1008 Centre Ave, Ft. Collins, CO 80526

of the County of \_\_\_\_\_, State of Colorado, grantee(s)

**WITNESSETH**, That the grantor(s), for and in consideration of the sum of One Hundred Seventy-Five Thousand Dollars and NO/100's (\$175,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), its heirs, successors and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Park, State of COLORADO, described as follows:

Lot C-3,  
BEAVER MEADOWS, AMENDED,

County of Park,  
State of Colorado

also known by street and number as Meadow Drive, Fairplay, CO 80440

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

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), its heirs, successors and assigns forever. The grantor(s), for itself, its successors and assigns, does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s), its heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

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

**IN WITNESS WHEREOF**, the grantor(s) has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its \_\_\_\_\_ the day and year first above written.

**SELLER:**

ENXX Corporation, a Colorado Corporation  
  
by Vernon Thompson, as President

STATE OF Colorado  
COUNTY OF Fremont

}ss:

This instrument was acknowledged before me this 20th day of May, 2008 by by Vernon Thompson, President for ENXX Corporation, a Colorado Corporation

Notary Public

Witness my hand and official seal.

My commission expires: 05/12/2009

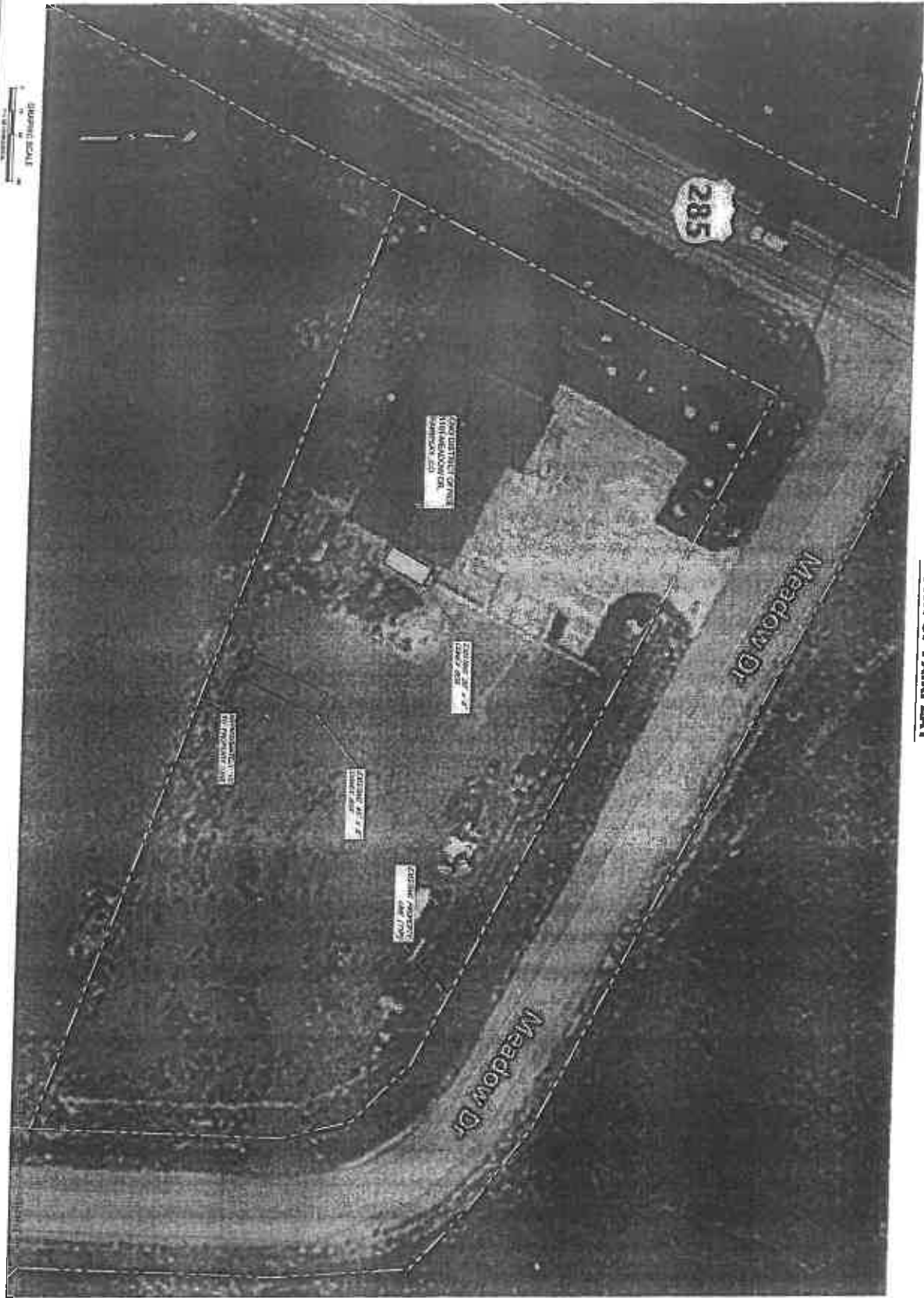


I, Fairplay Meadow Drive, LLC (OWNER) authorize Bill Shaw of Colorado Natural Gas (AGENT), Inc. to conduct any business and attend all hearings related to the storage boxes on the following property:

1101 Meadow Drive  
Fairplay, CO 80440

Signature  Dale Boehmer .  
Date:  4/27/2017 .

**TOWN OF FAIRPLAY**



EX-01

SHEET

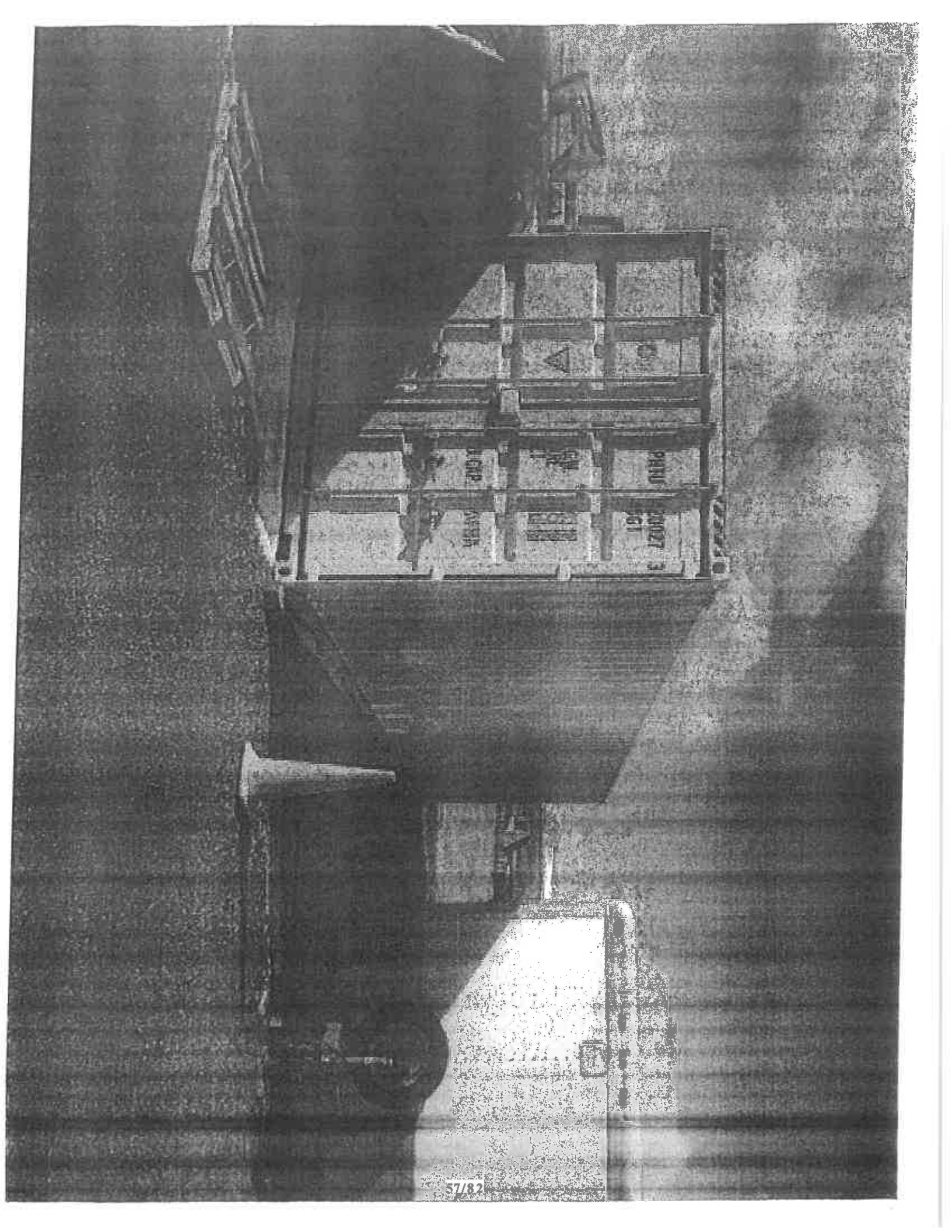
NO.	DATE	DESCRIPTION

1101 MEADOW DRIVE  
 FAIRPLAY, CO  
 COLORADO NATURAL GAS  
 EXHIBIT SHEET  
 CONEX BOX LOT PLACEMENT

TOWN OF FAIRPLAY  
 811 MAIN STREET, FAIRPLAY, CO 80442

COLORADO NATURAL GAS  
 7810 E. 68th Parkway | Suite 100  
 Littleton, CO 80120 | Phone (303) 961-0100





57/82

**COLORADO NATURAL GAS, INC.**

REFERENCE NO	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
TF042717-4	APP FEE SPECIAL USE PERMIT	04/27/2017	\$150.00	\$0.00	\$150.00

CHECK DATE	CHECK NO	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
04/27/2017	28662		\$0.00	\$150.00

28662

**COLORADO NATURAL GAS, INC.  
OPERATING ACCOUNT**

7810 SHAFER PKWY., STE. 120  
P.O. BOX 270868  
LITTLETON, CO 80127-0868  
(720) 981-2123

**CHASE**  
Morgan Chase Bank, N.A.  
www.Chase.com  
23-101/1020

Check Fraud  
Protection for Business

CHECK NO.  
28662

DATE  
04/27/2017

AMOUNT  
\$150.00

One Hundred Fifty Dollars and 0 Cents

PAY TO THE ORDER OF  
Town of Fairplay  
PO Box 267  
Fairplay CO 80440

*John E. Birchfield*  
AUTHORIZED SIGNATURE

Details on back.

*Sup for 1101 Meadow Dr - storage container*

⑈028662⑈ ⑆102001017⑆

193489943⑈



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

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May 19, 2017

**Notice of Public Hearing**  
**Regarding the land use application for a Special Use Permit for the property**  
**located at 1101 Meadow Drive in the Town of Fairplay:**

This is to advise you that on Monday, June 5, 2017 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 1101 Meadow Drive in the Town of Fairplay. Specifically, the applicant seeks to obtain a special use permit for the Commercial (C) zoned property to allow an existing storage container(s) "conex" to remain on the property.

The applicant is Bill Shaw for Colorado Natural Gas.

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 1101 Meadow Drive in the Town of Fairplay was placed in the United States mail, postage prepaid, first class, this 19<sup>th</sup> day of May, 2017, addressed to:

Sch#45107  
Fairplay Meadow Drive LLC  
7810 Shaffer Pkwy, Ste 120  
Littleton, CO 80127

Sch#44940  
Fairplay Land Company  
9101 Harlan St., Ste 300  
Westminster, CO 80031


Sch#44663  
1<sup>st</sup> American Woodcrafters  
P O Box 1164  
Fairplay, CO 80440

Sch#44662  
Kenton D Christenson &  
Meri N Christenson  
2854 S Fig St  
Lakewood, CO 80228

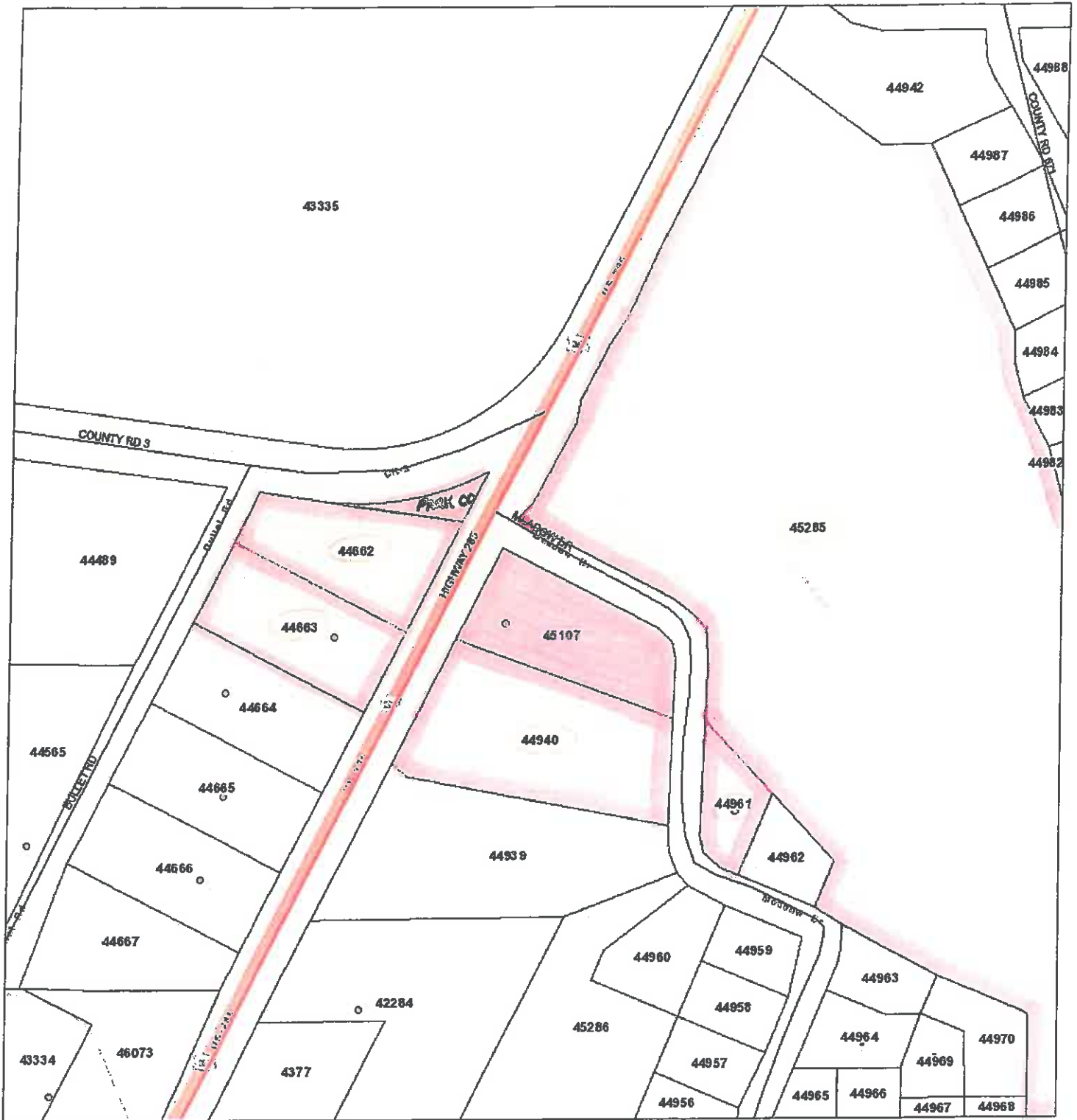
Sch# not assigned  
Park County Government  
P O Box 1373  
Fairplay, CO 80440

Sch#45285  
Town of Fairplay  
P O Box 267  
Fairplay, CO 80440

Sch#44961  
James A & Denise Dexter  
P O Box 2439  
Silverthorne, CO 80498

  
\_\_\_\_\_  
Claudia Werner – Deputy Town Clerk

# 1101 MEADOW DRIVE

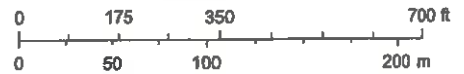


May 11, 2017

1:2,762

- Primary\_Address
- TaxParcel

- TRAIL
- UNNAMED STREET
- US HWY
- USFS Park County Roads
- World Street Map



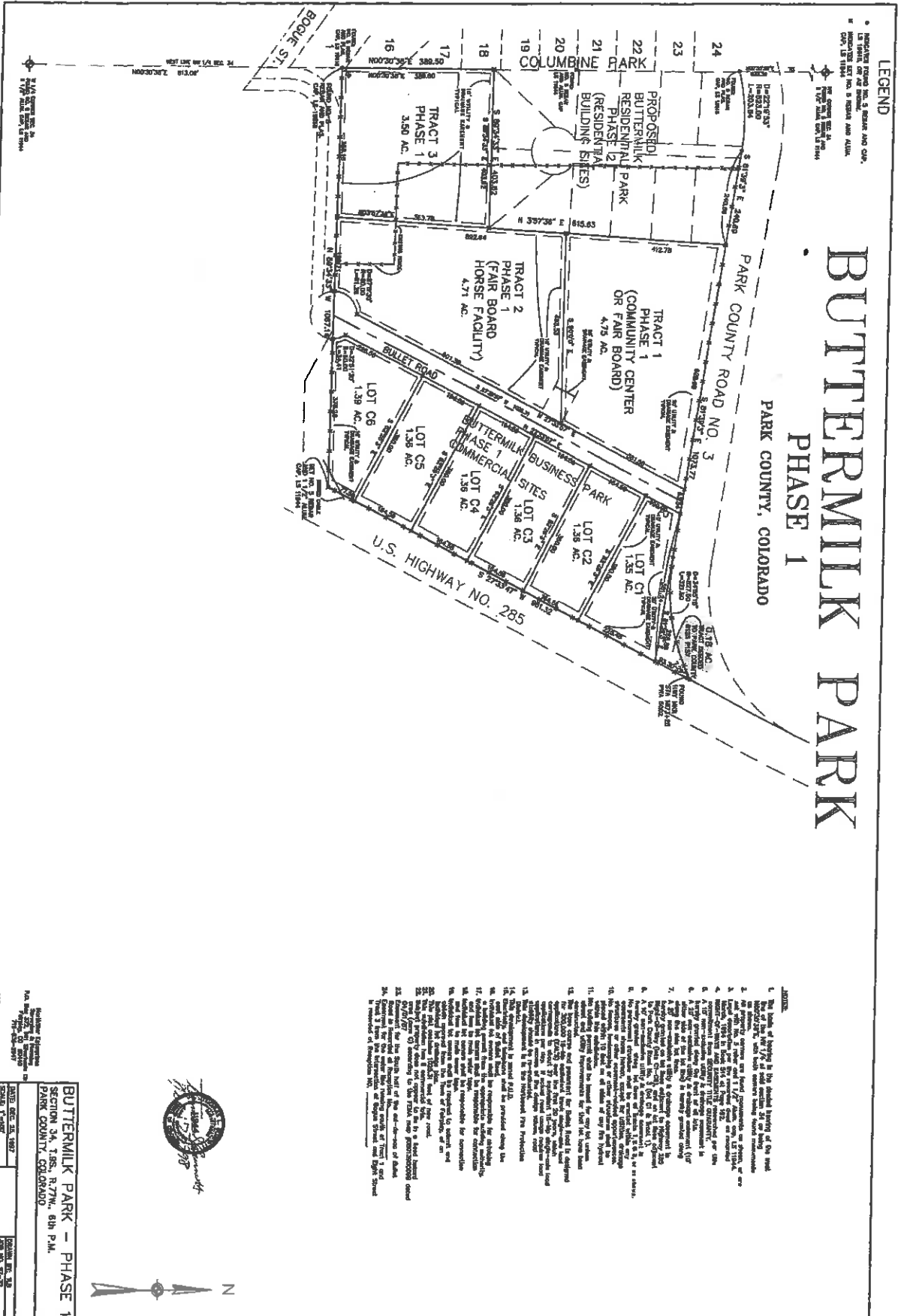
**COUNTIES**

- PARK

ParkCounty.DBO.Roads\_Update\_02072016

- ALLEY
- COUNTY RD
- DRIVEWAY
- FOREST SERVICE RD
- LOCAL

© 2011 WILSON JONES ARCHITECTS, INC. 302 FAIRPLAY, ID 718-835-1005



**LEGEND**

- EASEMENT FROM THIS & RESERVE AND C.O.
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- EASEMENT FROM THIS & RESERVE AND C.O.

# BUTTERMILK PARK

## PHASE 1

### PARK COUNTY, COLORADO

BUTTERMILK PARK - PHASE 1	
SECTION 34, 18S., R.77W., 80E. P.M.	
PARK COUNTY, COLORADO	
DATE: DEC. 16, 2012	SCALE: 1"=40'
BY: [Signature]	PROJECT: 2 OF 2



NOTES:

- The land of Buttermilk Park is divided into lots and tracts as shown on this plan, and the same shall be known as Buttermilk Park, and each section being hereinafter described.
- Each lot and tract shown on this plan is subject to the same conditions and restrictions as are hereinbefore set forth.
- Any person who desires to purchase any lot or tract shown on this plan shall do so by purchasing the same from the Buttermilk Park Association, Inc., a corporation organized under the laws of the State of Colorado.
- The Buttermilk Park Association, Inc. shall have the right to sell any lot or tract shown on this plan to any person who is willing to purchase the same.
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**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 Fairplay Town Hall, 901 Main Street, Fairplay, Colorado, on June 5, 2017 at 7:00 p.m. concerning an application for a Special Use Permit (SUP) on the property located at 1101 Meadow Drive in the Town of Fairplay. Applicant seeks to obtain a SUP for the Commercial (C) zoned property to allow for the existing storage container(s), "Conex", to remain on the property. The applicant for the SUP is Bill Shaw for Colorado Natural Gas. For further information contact the Fairplay Town Hall at 719-836-2622.

As published in the Park County Republican and Fairplay Fume on May 19, 2017.  
(NOTICE OF PUBLIC HEARING)

**AFFIDAVIT**

Regarding the Required Posting of Property:  
1101 Meadow Drive  
Fairplay, CO 80440

I, R. Bramlett, hereby certify that I have posted the  
property: 1101 Meadow Drive, with the proper notice for:

**Public Hearing before the Town of Fairplay on a Special Use Permit Request.**

Date of Posting: 5.17.17

Date of Affidavit: 5.19.17

R. Bramlett  
Town of Fairplay Staff





## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Tina Darrah, Town Administrator/Clerk  
**RE:** Whispering Aspens Water System Evaluation  
**DATE:** June 15, 2017

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We have had several conversations this year about Whispering Aspens interest in annexing to the Town of Fairplay and hooking in to the Town's water system. Frank and Vaughn were able to do a cursory evaluation of the system earlier in the year and were left with many questions and concerns. To that end, Staff has been clear with the bank and their representative that the Town would need an evaluation by the Town's engineers before annexation conversations could proceed.

The bank that owns the water system, open space and infrastructure, has agreed to pay for the analysis by High Country Engineering. I am enclosing the proposal that HCE put forth. As you can see, the cost associated with the analysis is \$7,000.

Due to the bank's willingness to pay for the analysis, staff recommends approval of the proposal as submitted.



May 22, 2017

Tina Darrah  
Town of Fairplay  
PO Box 267  
Fairplay, CO 80440

Via E-mail: [tdarrah@fairplayco.us](mailto:tdarrah@fairplayco.us)

Re: Professional Civil Engineering Services Proposal for a Water Distribution Analysis of the Addition of the Whispering Aspens Subdivision Water System to the Town of Fairplay's System  
HCE Proposal No. 217100.124

Dear Tina:

High Country Engineering, Inc. (HCE) is pleased to prepare the following proposal for civil engineering services to the Town of Fairplay.

Based on our discussions, you would like HCE to analyze the benefits and disadvantages to adding the existing water system that serves the Whispering Aspens Subdivision located southwest of the center of Town across the Middle Fork of the South Platte. HCE will evaluate the following items:

- Assess the existing water system.
- Evaluate the connection location to the Town of Fairplay system.
- Discuss the benefits and disadvantages of adding the system to the Town System.

### Scope of Services

These above-noted items are described more specifically as follows:

1. **Assess System.** HCE will review available information related to the existing system including any existing water system plans and talk with the current ORC regarding maintenance and operation of the system. Research will include existing information from the subdivision records, compile prints, plans, record drawings and CAD files pertaining to the water system. The Town shall provide HCE with any pertinent data they have obtained on the water system. HCE will utilize available information to determine the base elevation and height of the existing storage tank to relate to the Town System.
2. **Evaluate Connection to Town System.** HCE will evaluate the logical connection to the Town system based on pressure zones and the ability to help serve the Town system. A gravity connection, as well as a pumped connection that can utilize the tank and well to benefit the Town of Fairplay system, will be considered. HCE will review the current augmentation plan and well permit for permitted uses and discuss the use and potential change with the CDPHE, but excludes legal review of utilizing the water rights for Town use.

3. **Discussion of Benefits and Disadvantages.** HCE will discuss the system condition as well as the benefits that the system can provide to the Town via increased storage, increased revenue, potential water rights, future expansion, etc. We will also discuss the disadvantages including maintenance costs, management, connection costs, etc.
4. **Evaluation Report Preparation.** HCE will prepare a summary of the water system analysis. The report will contain the relevant data pertaining to the analysis. The report will also contain conclusions regarding the connection of the Whispering Aspens system to the Town's existing water system.
5. **Meetings, Coordination and Reimbursable Expenses.** The Project Manager will be available for meetings and coordination with the Client during the Final Construction document preparation. Since the time estimated, reasons for, and impacts of these meetings are not possible to quantify, meetings and coordination will be billed on a time and materials basis per HCE's Schedule of Hourly Rates dated April 2008. No written authorizations will be necessary for this task for each meeting; however, verbal authorization from the Client appointed representative will be required before HCE meets with any sub-consultant without the Client representative being present. All reproducibles and expenses will be billed as a separate line item in accordance with our Schedule of Hourly Rates dated April 2008.

#### Exclusions

Our scope of services does not include flow testing, tracing buried utilities, design or redesign of utilities, estimating costs, 404 permit work (wetlands design survey), debris flow studies, water rights research, soils or geological investigations, environmental studies, subsurface drainage studies, irrigation improvements, detailed floodplain studies, or other special or unusual requirements. Fees may be negotiated for these services if required. Any site plan revisions submitted to us during design, which require significant changes to a portion of our completed work to date may be considered as additional services.

Any revisions to the design and/or construction documents requested by any review agency that are not standard written or pictorial exhibits for standard construction; or any revisions of material or direction provided to High Country Engineering, Inc. used in the preparation of this scope of work, may result in a change of fee, and will directly impact the timeline of the proposed schedule. Changes will be discussed with the Client before being performed so that there is a clear understanding of cause-effect relation they may have on the project.

#### Fees

<u>Task</u>	<u>Fixed Fee</u>
Assess System	\$ 2,500.00
Evaluation of Connection to Town System	\$ 2,500.00
Evaluation Report Preparation	\$ 1,500.00
<u>Meetings, Coordination &amp; Reimbursable Expenses</u>	<u>\$ 500.00</u>
<b>Total:</b>	<b>\$ 7,000.00</b>

HCE will complete the above-defined work for a fixed fee. However, any changes requested by the Client will be considered additional services. Additional services noted above, and other authorized additional services beyond the outlined scope will be charged on a time and materials basis in accordance with our enclosed Schedule of Hourly Rates dated April 2008.

We can begin work on the project once we have received a signed copy of the enclosed Agreement for Professional Services.

This proposal will remain in effect for 30 days. HCE reserves the right to renegotiate fees if work is not completed by June 30, 2017.

Please contact us if you have any questions, comments, or changes to this scope of work. High Country Engineering, Inc. is committed to provide an enthusiastic, experienced, and thorough response to the challenges of this project.

Sincerely,

**HIGH COUNTRY ENGINEERING, INC.**



Roger Neal, PE  
Principal

RDN/blc  
Enclosures



## MEMORANDUM

**TO:** Mayor and Board of Trustees  
**FROM:** Kim Wittbrodt  
**RE:** 2016 Audits  
**DATE:** June 15, 2017

---

**Agenda Item: Presentation of 2016 Audit**

A representative from Holscher, Mayberry & Co. will be presenting the Town of Fairplay and the Fairplay Sanitation District 2016 audits. The audits are due to the State Auditor by July 31<sup>st</sup>.

i found an error in the draft audit and they are in process of correcting the error. I will email the draft as soon as I can.

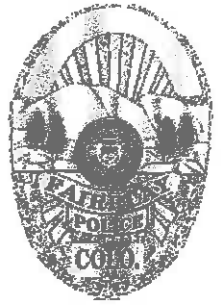
Please contact me over the weekend with any questions you have so I may have the answers ready for you on Monday.

**Recommended Action:** Motion to accept the 2016 Town and Sanitation District Audits. This will require a second and a voice vote.



Officer Bo Schlunsen

FAIRPLAY POLICE DEPARTMENT



To: Fairplay Board of Trustees  
From: Acting Police Chief Bo Schlunsen  
Date: 14 June, 2017  
Re: June Report to the Board

---

The last Police Department report to the Board found was from 20 January. As you all know, a lot of changes have occurred. Joel Vice stepped down as Chief on 10 May and part-time Officer Tim Swank resigned 28 May as he was hired by the CU- Denver Police Department. Currently we have Becky Bramlett and I as full-time officers, Wendy Kipple as part-time and Rick Chapel as Reserve. Rick has been recovering from ankle surgery but hopes to be up and running by Burro Days. I want to thank Officers Bramlett and Kipple for stepping up during this challenging time.

The Department is getting up to speed with all the different programs, requirements, etc. needed to run efficiently. It's been somewhat trying. No matter what happens in the future with personnel/position assignments, I will change the culture of the Department to include all in the knowledge to efficiently continue operations in case of another disruptive event.

So far this year, we have 78 case reports, including 13 motor vehicle accidents, 14 arrests/summonses, 8 code violation citations and 70 traffic citations.

The Gold Rush party went very well. The Sheriff's Department, Alma Police Department and Colorado State Patrol all helped out and were much appreciated.

The remodel and re-furnishing of the Police Department is complete, however we've work to do in getting the office squared away.



901 Main St ~ PO Box 267 Fairplay, CO 80440  
P: 719-836-2840 F: 719-836-2849 Email: rchapel@fairplayco.us





## MONTHLY STAFF REPORT

### Wastewater Treatment Plant Performance May 2017

Influent flow: Treatment Plant Design flow 0.3 MGD

Average Flow 0.09 MGD % Capacity 30%

Maximum Flow 0.14 MGD % Capacity 46%

#### BOD

Influent 266 mg/l Effluent 4 mg/l %Removal 99.985%

#### Suspended Solids

Influent 236 mg/l Effluent 8 mg/l %Removal 99.966%

#### Ammonia

Influent 32.95 mg/l Effluent .07 mg/l % Removal 99.998%

#### E.coli

Limit: 2,000 Average Geometric mean/ 4,000 Maximum Geometric Mean

Colonies Effluent 95 Colonies % Removal 99.9525%

### Waste Water system

Wastewater plant ran exceptionally well this month.

### Water System

Staff continues to maintain a 0.20 chlorine residual at the end of the system as required by the State. We will be doing more work on The SCADA system in the next few weeks.

### Public Works

The Public Works Crew has focused on operator certification this spring. Those being almost complete, we have turned our attention to pot holes on the Town roadways.

I am including the CNG punch list that I have given to CNG. The dig location numbers are per their dig locations on their map.

## Public Works Special Projects/Work Plan 2017

- Act as project manager for FEMA projects -- beach dredging, beach road and the water plant reservoir.
  - ✓ With the help of High Country Engineering and Frank Just our repair plans and estimates have been submitted to the State Office of Emergency Management and are awaiting approval.
- Complete 8<sup>th</sup> Street Drainage Project.
  - ✓ 8<sup>th</sup> Street Drainage has been set as a high priority and we hope that work will begin as soon as the winter season is over. We are getting bid process together.
- Continue to work on general clean-up of Town owned properties and rights-of ways.
  - ✓ Cemetery cleanup and Town Cleanup were very successful.
- Prepare written job descriptions for PW staff in the approved format. Make recommendation, with appropriate back-up, for any new position/changes to current staffing.
  - ✓ Job Descriptions are complete and give more specific details about each crew member's duties and education and licensing requirements.
  - ✓ We have hired Josh Thompson to fill the position of Parks and Recs.
- Begin work on comprehensive public works capital improvement plan to include all town owned buildings and properties, vehicles, and equipment.
- Complete Public Works Manual addressing internal operations as well as creating standards for street, sidewalks, parking lots, parks, etc.
  - ✓ I estimate that I am half finished writing SOP's for all aspects of Public Works duties. This will include our Streets and Drainage Master Plan.
- Keep informed of all developments with the two approved marijuana retail/cultivation facilities within the Sanitation District. Monitor for compliance with applicable sanitation rules and reg's.
  - ✓ Wise Cannabis has not yet finished their grow operation side of the business.
  - ✓ The proposed grow operation at the Fairplay Mobile Home Park has been licensed and zoned but has not been built.
- Contract for and oversee electrical upgrades on 5<sup>th</sup> Street.
  - ✓ I am awaiting an update from Xcel Energy on start date.
- Install two new fire hydrants per 2016 budget.
  - ✓ New hydrants have been ordered
- Comply with cross-connection/back flow prevention regulations as implemented by CDPHE.
  - ✓ We did start the cross-connection/backflow prevention program.
  - ✓ Kat tested on April 7 and passed the certification tests.

- Work with appropriate agencies regarding the Clinic Building Siding replacement.
  - ✓ This work has been completed
- Participate in the River Park Planning Process.
- Participate in the Town Hall/Visitor Center Planning Process. Act as Project Manager if Visitor Center Project is approved.
- Schedule training for staff to receive “D” licenses/certificates in water and wastewater in 2017.
  - ✓ Ray has passed his “D” and “1” license test I have submitted his letter to OCPO.
  - ✓ Kat has taken her “D” and “1” licenses for water treatment and distribution. We are waiting for the results.
- Continue to provide training opportunities for the Building Inspector and monitor licensing levels to keep compliant and up-to-date.
  - ✓ Gerrits has renewed his license.
- Complete SCADA installation at the water plant.
  - ✓ I have had a meeting with Joseph Kleffner from CRWA Energy Program. He is working with Xcel Energy to possibly get a 480V transformer near our water plant at no cost to us and rebates on any VFD we install at water plant.
  - ✓ SCADA compatible flow meters are in. Kat and I will be installing them on Monday June 19, 2017 and Mountain Peak Controls will wire them into SCADA on the week of the 18<sup>th</sup> of June or the following week.
- Complete sludge removal.
  - ✓ Sludge removal has been completed for this year.
- Continue ADA Upgrades at Cohen Park.
- Create, in conjunction with High Country Engineering, a Master Plan for Street Maintenance and Drainage.
  - ✓ Master plan has been finalized and is being implemented.
  - ✓ I have started on a long term plan for road repairs over the next five years and that spread sheet and summary are included in this board packet.
- Obtain Level “C” Wastewater certification.
  - ✓ I have re-submitted my application to test for a class “C” license for this next period. The Last one didn’t go through because I used Public Works Director as my title instead of Sanitation Plant Operator.
- Paint Town Hall Deck
- Build and install remaining thirty four flower basket.
  - ✓ Flower pots are complete and will be installed on street light poles as soon as brackets arrive.

## **CNG PUNCH LIST**

**Date: June 6, 2017**

1. Provide Town of Fairplay with maps of main and service line dig locations.
2. Shoulder Repair at following locations.
  - a) Clark and 6<sup>th</sup> Street on North East intersection location # EFC 633
  - b) Clark and 8<sup>th</sup> Street on South West intersection location # EFC 136
  - c) Park View and Platte View both sides of intersection location # SUC 22
  - d) Alley on 6<sup>th</sup> Street location # EFC 38A an EFC 38B
3. Clean up rock piles in alley way between Front Street and Main Street location #'s SUC278 and SUC 277
4. Chip seal repair at all damaged locations.
  - a) Aspen Way across from address 326. Location # not on map and not marked at location
  - b) Clark and 8<sup>th</sup> Street on South West intersection location # EFC 136
5. Repair all drainage affected by excavation work

## 2017 to 2022 Fairplay Roadway Overlays

### 2017 roadway overlays

	SQ. FT.		
Intersection of Hathaway and 5th	2,942		
Intersection of Bogue and 8th	3,314		
5th from Clark to Castillo	14,247		
Castillo from 8th to 5th	28,704		
<b>Total</b>	<b>49,207</b>	<b>Price</b>	<b>\$ 95,953.65</b>

### 2018 roadway overlays

	SQ. FT.		
Silverheels to 4th	12,936		
Hathaway from 3rd to 4th	5,060		
3rd from Main to Hathaway	6,226		
5th from Clark to Bogue	7,370		
Main from 3rd to platte View	10,416		
8th from Castello to Bogue	15,972		
<b>Total</b>	<b>57,980</b>		<b>\$ 116,539.80 3% added for inflation</b>

### 2019 roadway overlays

	SQ. FT.		
Castello from 2nd to 3rd	10,656		
Castello from 3rd to 4th	5,280		
Catello from 4th to 5th	10,656		
3rd from hathaway to Castello	11,220		
5th from Bogue to Withcher	6,512		
Aspen from Pine to end	12,914		
	<b>57,238</b>		<b>\$ 118,482.66 3% added for inflation</b>

### 2020 roadway overlays

	SQ. FT.		
Clark from 4th to 5th	9,786		
Clark from 5th to 6th	9,724		
Clark from 6th to 8th	19,690		
Hathaway from 4th to 5th	9,460		
Steinfelt from 8th to 9th	10,368		
	<b>59,028</b>		<b>\$ 125,729.64 3% added for inflation</b>

### 2021 roadway overlays

	SQ. FT.		
Bogue from 4th to 5th	10,450		
Bogue from 5th to 6th	10,186		
Crawford from 6th to Cnty RD. 3	14,410		
Clark from 8th to end	6,776		
	<b>41,822</b>		<b>\$ 91,590.18 3% added for inflation</b>

## 2017 to 2022 Fairplay Roadway Overlays

### 2022 roadway overlays

	SQ. FT.	
2nd from Main to Castello	18,788	
9th from Main to Hathaway	6,696	
9th from Hathaway to Castello	12,120	
	<b>37,604</b>	<b>\$ 84,985.04 3% added for inflation</b>

### High priority Streets that have not been assigned a year

4th from Front to Main	7890
Silverheels from Beaver creek Rd.	14410

TOWN OF FAIRPLAY  
STREET INVENTORY - 2017

Street Name	From	To	Length	Width	Sq. Feet	Curb/Gutter	Surface	Cond.	Drainage	Usage	Score	Priority	Project Year	Approx. Cost
Main	3rd	Platte View	434	24	10416	no	chip/seal	poor	poor	heavy	30	high	2018	\$ 20,311.20
Castello	5th	6th	442	24	10608	no	chip/seal	poor	poor	high	40	high	2017	\$ 20,685.60
5th	Castello	Clark	342	22	7524	no	Chip/seal	poor	poor	moderate	40	high	2017	\$ 14,671.80
Beaver Creek	Silverheels	4th	588	22	12936	no	chip/seal	poor	poor	moderate	40	high 1	2018	\$ 25,225.20
Hathaway	3rd	4th	230	22	5060	no	chip/seal	poor	poor	moderate	40	high 1	2018	\$ 9,867.00
3rd	Main	Hathaway	283	22	6226	no	Chip/seal	poor	poor	moderate	40	high 1	2018	\$ 12,140.70
5th	Clark	Bogue	335	22	7370	no	Chip/seal	poor	poor	moderate	40	high 1	2018	\$ 16,371.50
8th	Castello	Clark	363	22	7986	no	chip/seal	poor	poor	moderate	40	high 1	2018	\$ 15,572.20
8th	Clark	Bogue	363	22	7986	no	chip/seal	poor	poor	moderate	40	high 1	2018	\$ 15,572.20
Castello	2nd	3rd	444	24	10656	no	chip/seal	poor	poor	moderate	40	high 2	2019	\$ 20,779.20
Castello	3rd	4th	220	24	5280	no	chip/seal	poor	poor	high	40	high	2019	\$ 10,296.00
Castello	4th	5th	444	24	10656	no	chip/seal	poor	poor	high	40	high	2019	\$ 20,779.20
3rd	Hathaway	Castello	510	22	11220	no	Chip/seal	poor	poor	light	40	high	2019	\$ 21,879.00
5th	Bogue	Withcher	296	22	6512	no	Chip/seal	poor	poor	moderate	40	high 1	2019	\$ 12,698.40
Clark	4th	5th	444	22	9768	no	Chip/seal	poor	poor	moderate	40	high	2019	\$ 19,047.60
Hathaway	4th	5th	430	22	9460	no	chip/seal	poor	poor	moderate	40	high	2020	\$ 18,447.00
Bogue	4th	5th	475	22	10450	no	chip/seal	poor	poor	moderate	40	high	2020	\$ 20,377.50
Bogue	5th	6th	463	22	10186	no	Chip/Seal	poor	poor	moderate	40	high	2021	\$ 19,867.70
Clark	8th	End	308	22	6776	no	chip/seal	poor	poor	moderate	40	high	2021	\$ 13,213.20
2nd	Main	Castello	854	22	18788	no	chip/seal	poor	poor	moderate	40	high	2021	\$ 36,616.60
Clark	5th	6th	442	22	9724	no	Chip/seal	poor	poor	moderate	50	high	2020	\$ 10,963.80
Clark	6th	8th	895	22	19690	no	chip/seal	poor	poor	moderate	50	high	2020	\$ 38,395.50
Clark	6th	CR 3	1083	22	23826	no	chip/seal	poor	poor	light	50	high	2021	\$ 45,460.70
Clark	6th	Hathaway	279	24	6696	no	chip/seal	poor	poor	moderate	50	medium	2021	\$ 13,057.20
Clark	6th	Castello	505	24	12120	no	chip/seal	poor	poor	moderate	50	medium	2021	\$ 23,634.00
Bogue	6th	8th	893	22	19646	no	chip/seal	poor	poor	moderate	50	medium	Intersection 2017	\$ 38,309.70
Withcher	end	6th	904	22	19888	no	chip/seal	poor	poor	light	50	medium		\$ 38,781.60
Hathaway	end	3rd	5896	22	13056	no	chip/seal	poor	poor	light	50	medium		\$ 11,497.20
5th	Hathaway	Castello	509	22	11198	no	Chip/seal	poor	poor	moderate	50	medium		\$ 21,836.10
12th	Castello	North End	639	22	14058	no	Chip/seal	poor	poor	light	50	medium		\$ 27,413.10
Alley (Front & Main)	5th	6th	420	10	4200	no	chip/seal	poor	poor	light	50	medium		\$ 8,190.00
Castello	6th	8th	880	24	21120	no	chip/seal	poor	poor	light	50	medium		\$ 8,190.00
Aspen	Pine	End	587	22	12914	no	chip/seal	poor	poor	light	60	medium	2017	\$ 41,184.00
											60	high	2019	\$ 25,182.10

TOWN OF FAIRPLAY  
STREET INVENTORY - 2017

Street	8th	9th	432	24	10368	no	chip/seal	poor	fair	light	60	2020	\$
Steinfeld	8th	9th	432	24	10368	no	chip/seal	poor	fair	light	60	medium	\$ 20,217.60
Silverheels	Beaver Ck	End	655	22	14410	no	chip/seal	poor	fair	light	60	medium	\$ 28,099.50
Castello	US 285	Town Limit	841	24	20184	no	asphalt	fair	fair	heavy	60	medium	\$ 39,358.80
Hathaway	8th	9th	453	24	10872	no	chip/seal	fair	fair	light	60	medium	\$ 21,200.40
Platte Dr.	Town Limit	Beach Rd.	1633	24	39192	no	Chip/seal	poor	fair	light	60	medium	\$ 76,424.40
Platte Dr.	Beach Rd.	Tristan Loop	839	24	20136	no	Chip/seal	poor	fair	light	60	medium	\$ 39,265.20
4th	Front	Main	263	30	7890	east side	Chip/seal	poor	fair	heavy	60	high	\$ 13,385.50
5th	Main	Hathaway	245	22	5390	no	asphalt	fair	poor	moderate	60	medium	\$ 10,510.50
6th	Bogue	town limit	972	30	29160	partial	asphalt	fair	poor	heavy	60	medium	\$ 56,862.00
8th	Main	Hathaway	252	26	6552	no	asphalt	good	poor	heavy	60	medium	\$ 12,776.40
12th	Castello	south End	493	30	14790	no	chip/seal	poor	poor	medium	60	medium	\$ 28,840.50
Platte View	Aspen	End	430	20	8600	no	chip/seal	poor	fair	light	60	medium	\$ 16,770.00
Beaver Creek	town limit	Silverheels	310	24	7440	no	asphalt	fair	fair	moderate	70	medium	\$ 14,508.00
Bullet Road	CR 3	End	1090	24	26160	no	asphalt	fair	moderate	moderate	70	medium	\$ 51,012.00
Castello	9th	10th	426	25	10650	no	asphalt	good	fair	heavy	70	medium	\$ 20,767.50
Castello	10th	US 285	214	25	5350	no	asphalt	good	fair	heavy	70	medium	\$ 10,432.50
Hathaway	9th	US 285	498	24	11952	no	chip/seal	fair	fair	light	70	medium	\$ 23,306.40
Platte Dr.	pave seam	town limit	1164	24	27936	no	Chip/seal	fair	fair	light	70	medium	\$ 54,475.20
6th	Front	Main	260	22	5720	partial	asphalt	fair	fair	moderate	70	medium	\$ 11,154.00
6th	Main	Hathaway	285	30	8550	yes	asphalt	fair	good	heavy	70	medium	\$ 16,672.50
6th	Hathaway	Castello	515	30	15450	yes	asphalt	fair	good	heavy	70	medium	\$ 30,127.50
6th	Castello	Clark	345	30	10350	yes	asphalt	fair	good	heavy	70	medium	\$ 20,182.50
6th	Clark	Bogue	360	30	10800	yes	asphalt	fair	good	heavy	70	medium	\$ 21,060.00
7th	Front	Main	250	30	7500	yes	asphalt	fair	fair	moderate	70	medium	\$ 14,625.00
8th	Hathaway	Castello	483	26	12558	no	asphalt	good	fair	heavy	70	medium	\$ 24,488.10
Platte View	Main	Park View	956	24	22944	no	asphalt	fair	fair	moderate	70	medium	\$ 44,740.80
Platte View	Park View	Aspen	184	24	4416	no	asphalt	fair	fair	moderate	70	medium	\$ 8,611.20
Pine	Aspen	End	858	22	18876	no	chip/seal	fair	fair	light	70	medium	\$ 36,808.20
Hathaway	5th	6th	423	24	10152	yes	asphalt	good	good	heavy	80	low	\$ 19,796.40
Meadow Dr.	US 285	End	2040	22	44880	no	asphalt	good	fair	light	80	low	\$ 87,516.00
Castello	8th	9th	453	24	10872	no	asphalt	good	good	light	80	low	\$ 21,200.40
Hathaway	7th	8th	473	24	11352	yes	asphalt	good	good	light	80	low	\$ 22,136.40
Front Street	4th	5th	457	40	18280	yes	asphalt	good	good	heavy	80	low	\$ 35,646.00
Front Street	5th	6th	454	40	18160	yes	asphalt	good	good	heavy	80	low	\$ 35,412.00
Front Street	6th	7th	463	30	13890	yes	asphalt	good	good	heavy	80	low	\$ 27,085.50



TOWN OF FAIRPLAY  
STREET INVENTORY - 2017

Front Street	7th	8th	30	13380	yes	asphalt	good	good	heavy	80	low	\$
4th	Main	Hathaway	30	7680	yes	asphalt	good	good	heavy	80	low	\$ 26,091.00
4th	Hathaway	Castello	30	15210	yes	asphalt	good	good	heavy	80	low	\$ 14,976.00
4th	Castello	Bogue	30	21660	yes	asphalt	good	good	heavy	80	low	\$ 29,659.50
5th	Front	Main	30	7470	yes	asphalt	fair	good	moderate	80	low	\$ 42,237.00
7th	Main	Hathaway	30	8880	no	asphalt	good	good	heavy	80	low	\$ 14,566.50
8th	Front	Main	24	6096	east side	asphalt	good	good	heavy	80	low	\$ 17,316.00
Aspen	Platte View	Pine	24	7080	no	asphalt	fair	good	moderate	80	low	\$ 11,887.20
Park View	Platte View	End	26	17862	no	asphalt	fair	good	light	80	low	\$ 13,806.00
Platte Dr.	Tristan Loop	pave seam	24	21720	no	asphalt	fair	good	light	90	low	\$ 34,830.90
Stone Creek	Platte Dr.	end	32	8576	no	asphalt	good	good	light	100	low	\$ 42,354.00
Trout Creek	Stone Creek	end	32	29440	no	asphalt	good	good	light	100	low	\$ 16,723.20
Tristan loop	Platte Dr.	Platte Dr.	32	28160	no	asphalt	good	good	light	100	low	\$ 57,408.00
<b>Score rated from 100 to 0. 100 being in excellent condition, 0 being in the poorest condition.</b>												
<b>Intersections to be done this year. 5th and Hathaway and Bogue and 8th.</b>												
Alley (Main & Hath)	2nd	3rd	8	3520	no	dirt	poor	poor	light	40	high	
Alley (Main & Hath)	5th	6th	10	4200	no	dirt	poor	poor	moderate	30	high	
Alley (Main & Hath)	7th	8th	10	4500	no	dirt	poor	poor	light	40	high	
Alley (Front & Main)	4th	5th	10	4200	no	dirt	poor	poor	light	40	high	
Alley (Front & Main)	6th	7th	10	4200	no	dirt	poor	poor	light	40	high	
Alley (Front & Main)	7th	8th	10	4400	no	dirt	poor	poor	light	40	high	
Landisaw Ln.	Platte Dr.	town limit	22	10340	no	dirt	poor	poor	light	40	high	
108 <sup>th</sup>	Alley	Castello	24	6720	no	dirt	poor	poor	light	40	low	
Alley	Hatha & Cast	10th	18	6480	no	dirt	poor	poor	light	40	medium	
2						dirt	poor	poor	light	40	high	
<b>Crack fill and seal coat streets</b>												
Front Street				63710								\$ 12,742.00
4th Street				44550								\$ 8,910.00
6th Street				80030								\$ 16,006.00
8th Street				41178								\$ 8,235.60
Castello				105376								\$ 21,075.20

Crack fill is bid at \$1.25 per linear foot.

2017: Intersection at Hathaway and 5th 2,942 SF, intersection at Bogue and 8th 3,314 SF, 5th Street from Clark to Castello including intersections 14,247 SF. Castello from 8th to 5th 28,704 SF. \$96,009.16

